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Additional District Sub-Hegistral Sodepur, North 24 Perganas

in 2 AUG 2018

THE OPMENT AGREEMENT OR CONSTRUCTION AGREEMENT

THIS AGREEMENT made this

02nd day of August, Two Thousand

and Eighteen (2018)

BETWEEN

BUDDHAJIT REALITY

Ans-L-sile

084291

Sl. No.Sold to.....Goutam Chakraborty
Advocate
Address.....High Court, Calcutta

A. K. Maity

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Prasanna Dasgupta By occupation Retired, 2. SMT. SUKLA DASGUPTA (PAN: BT(PD3302A), Wife of Late Dipak Dasgupta By occupation Housewife, 3. SRI SABYASACHI DASGUPTA (PAN: ALJPD9245Q) Son of Late Dipak Dasgupta By occupation Service 4 SRI BISWANATH DASGUPTA (PAN: ACMPD5774G), Son of Late Amulya Prasanna Dasgupta By occupation Retired, All by Faith Hindu, All by Nationality Indian, All Residing at Holding No.9, Ferry Fun Road H.B.Town, Scheme Plot No.7, P.O. Sodepur, P.S. Khardah, District North 24 Parganas, Kolkata- 700 110, hereinafter referred jointly to as the "LAND OWNERS" (which term shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns) of the ONE PART/FIRST PART.

AND

BUDDHAJIT REALITY (PAN: AARFB5238Q), a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North)being represented by its Partners. (1) MRS. CHAMPA SAHA (PAN: CSIPS3594R) , Wife of Sri Debjit Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, and (2) MR. AVIJIT SAHA (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, hereinafter jointly called the "DEVELOPER" (which term and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successors, successors - in - interest, executors, administrators and assigns) Partner No.1 represented by constituted attorney and Partner SRI AVIJIT SAHA, son of Sri Basudeb Saha, by caste Hindu, by occupation Business, by Nationality by Indian residing at 39, Jay Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036, their true and lawful Attorney (hereinafter referred to as the said Attorney) which has recorded in office of Addl. Registrar of Assurances-III.Kolkata as Book No.IV, Volume No.1903-2017, Being No. 190304576 in the BUDDHAJIT REALITY car 2017 of the OTHER PART/SECOND PART .

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PRE RECITAL

WHEREAS:

The Vendors herein claims to be the Owners and/or well and sufficiently entitle to ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs 8(eight) Chittaks more or less comprises of the structures standing thereon being Holding No. 7(old)9(New) Ferry Fun Road, H B Town, Plot No.7 together with all the rights title interest benefit entitlements attached to the said piece and parcel of land under Police Station Khardah within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), hereinafter referred to as the said Premises and declares that the Vendor had acquired the title in the said property in the under written manner.

A.The Governor Of West Bengal acquired certain lands at the instance of the H.B. Industrial Co. Ltd., registered under the Companies Act, now in liquidation, (hereafter to as the said "Company") which has its registered Office at Sodepore within the municipal limits of Panihati in the District of Parganas, for resettlement of refuses and creation of better living condition in mouza Sodepore, Natagarh and Ghola, P.S. Khardah, District 24 Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March 1956 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

B. Pursuant to the provisions at Sec. 10 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed inter alia that the Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land all costs, charges and expenses of the acquisition proceeding as may be estimated by the collector of West Bengal Land Development & Planning act, 1948.

C.In accordance with the provisions of the said agreement the company deposited with the Collector of 24 parganas Rs. 1,19,185 being part of the costs of acquisition of the said lands and possession of the said lands was

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to the company upon full payment of the amount of compensation and the costs of lands to bona fide refugees and homeless, Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.

D. The Company having failed to comply with the terms and conditions of the said hereinafter in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Government for dealing with and disposing of the same in execution of the said scheme.

F. The Transferce Sri Amulya Prasanna Dasgupta (Now deceased) had prior to the termination of the said hereinbefore in part recited Agreement dated the 17th day of November 1950 deposited with the company the sum of Rs. 2,200 for the allotment of the plot of Land hereinafter mentioned and described in the Schedule hereunder written to the Transferee but no transfer had been effected by the Company in favour of the Transferee Sri Bhagabati Charan Banerjee of the said Land.

F. The Transferee has applied to the Administrator for allotment of the plot of land mentioned in the Schedule hereunder written, forming part of portion of the said lands so acquired as aforesaid under the land development and Planning Act, for residential purposes and the Administrator, sodepore Development Scheme, had agreed to allot to the Transferee 5 (Five) Cottahs 8(eight) Chittaks more or less of land, on payment of the Consideration written thereon. In addition to the sum Paid by the Transferee to the Company as aforesaid towards the price of the said land and upon assignment by the Transferee in favour of the Governor, the claim of the Transferee to recover from the company the said sum.

G. The transferee has requested the Governor to execute these presents for the purpose of vesting the said lands, allotted to him, in the Transferee and the Governor has agree to do so.

11. The pursuant of the said Agreement and consideration the Government of West Bengal through its official on behalf of the Governor of the State of West Bengal executed a deed of Transfer in favour of the aforesaid Sri

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Amulya Prasanna Dasgupta on 24th Day of August, 1963 where was duly registered in the office of the Sub Registrar Barracpore, North 24-Parganas and the same was recorded in Book No.I, Volume No.51, Page 171 to 175 being No. 4179 for the year 1963.

LAfter the said purchase while seized and possessed of the said property said Amulya Prasanna Dasgupta son of late Jotindra Prasanna Dasgupta became absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 8 (eight) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza - Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.7, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.821 under R.S. Khatian No.941, Police station - Khardah, District: North 24 Parganas, being Holding No. 7(old)9(New) of H.B.Town Road No.7 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by virtue of a deed of conveyance dated 24.08.1963 for valuable consideration mentioned therein. Sri Bhagabati Charan Banerjee mutated his name in the assessment register of Panihati Municipality and had been paying taxes up to date.

Thereafter said Amulya Prasanna Dasgupta died intestate on 20.01.1988 leaving behind his widow namely Smt. Sovana Rani Dasgupta, three Married Daughters namely Smt. Jotyosan Bose, Smt. Rama Ghosh and Smt. Rina Dasgupta and three Sons namely Sri Dilip Dasgupta, Sri Dipak Dasgupta and Sri Biswanath Dasgupta, and except none other legal heirs or Successors.

Smt. Rama Ghosh, Smt. Rina Dasgupta, Sri Dilip Dasgupta, Sri Dipak Dasgupta and Sri Biswanath Dasgupta have become the absolute owner of the THAT piece and parcel of land meassuage tenement hereditaments and aremises by measurement an area of 5 (Five) Cottahs 8 (eight) Chittacks 0 acro; Sq. ft. more or less together with structure standing thereon lying and duate in Mouza - Sodepur, Touzi No.178, Sodepur Development Scheme at No.7, R.S. No.45 and No. 8 comprised in R.S. Dag no.821 under R.S. Dagno.841. Police station - Khardah, District : North 24 Parganas,

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being Holding No. 7(old)9(New) of H.B.Town Road No.7 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

L. Thereafter said Smt. Sovana Rani Dasgupta, Smt. Jotyosan Bose, Smt. Rama Ghosh, Smt. Rina Dasgupta have gifted to their sons and three brothers respectively jointly their 4/7 th portion of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 [Five] Cottabs 8 (eight) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza - Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.7, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.821 under R.S. Khatian No.941, Police station - Khardah, District: North 24 Parganas, being Holding No. 7(old)9(New) of H.B.Town Road No.7 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat by virtue of Deed of Gift which registered at A.D.S.R. Barrackpore and Recorded in Book No.1, Volume No.39, Pages 281to 292, being No.1980 for the year 1989 on 02.11.2017.

M. Therefore and by virtue of above gift, Sri Dilip Dasgupta, Sri Dipak Dasgupta and Sri Biswanath Dasgupta have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 8 (eight) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.7, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.821 under R.S. Khatian No.941. Police station – Khardah, District; North 24 Parganas, being Holding No. 7(old)9[New] of H.B.Town Road No.7 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date.

- N. Thereafter said Dipak Dasgupta died intestate on 05.10.2003 leaving behind his wife Smt. Sukla Dasgupta and only child Sri Sabyasachi Dasgupta except none other legal heirs or Successors.
- O Therefore and by virtue of fact, Sri Dilip Dasgupta, Smt. Sukla Dasgupta & Sri Sabyasachi Dasgupta(jointly) and Sri Biswanath Dasgupta have

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recome the absolute owner of ALL THAT piece and parcel of land measuage a noment hereditaments and premises by measurement an area of 5 (Five) cottahs 8 (eight) Chuttacks 0 (Zero) Sq. ft. more or less together with structure standing theorem lying and situate in Mouza - Sodepur, Touri No. 178, Sodepur Development Scheme Plot No. 7, R.S. No. 45. J.L. No. 8 comprised in R.S. Dag no. 821 under R.S. Khatian No. 941. Police station Khardah, District. North 24 Parganas, being Holding No. 7(old)9(New) of herry Fun Road, H.B. Town, under A.D.S.R. Barrackpore now Sodepur, and District Registrar Barasat, by paying taxes upto date.

PRESENT CONDITION AND STATUS

AND WHEREAS the age of the said premises has become so old and the condition of the building has become so dilapidated, that the said premises is almost impossible for the habitation of the civilized citizens.

AND WHEREAS considering the real situation of the said premises, the PARTIES HERETO OF THE FIRST PART, have jointly decided to demolish the whole old building and to construct a new Multi-storied building in accordance with the plan to be sanctioned by the Panihati Municipality.

AND WHEREAS for some obvious reasons it has become difficult of the PARTIES OF THE FIRST -PART, hereto look - after the constructional works.

PART, hereto have jointly and unanimously decided to appoint and engage the DEVELOPER here in to construct the said building in the said premises on the basis of this Agreement, the terms and condition here in after contained, executed by & between the OWNERS AND DEVELOPER and the OWNERS also agreed to execute one registered Power of Attorney in favour of the said DEVELOPER to act on their behalf.

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THE OWNERS HERE IN REPRESENTED AND ASSURED THE DEVELOPER AS FOLLOWS:

- a. That the said property is free all encumbrances, mortgage, charge, liens, claims, impendence, demands, liabilities, acquisitions, alignment and trusts whatsoever.
- That the owners and/or their predecessor in title have not deposited the titled deeds and documents in respect of the said property with any person or party with an intention to create equitable mortgage of as security for performance of any act payments of any money or otherwise, as said property is free from all encumbrances.

That the said property and/or any part there of are not adversely affected by the provisions of the Urban Lane (Ceiling & Regulation) Act, 1976.

- d. That there is no impediment of any nature whatsoever in undertaking and/or carrying out the development of the said properties and/or construction of new multistoried building therein.
- costs, prepare an appropriate building plan for a new building upon the premises, utilizing maximum F.A.R., possible and have the said plan sanctioned by the Panihati Municipality and it is made specifically clear that all costs, charges, expenses, including incidental expenses for obtaining a sanction of the said building plan shall be paid and borne by the Developer and the Owners shall not have any liability and/or responsibility in this behalf.
- That the Owners shall hand over physical vacant possession of the said premises/property after the sanction of the building plan.
- That the Developer shall start construction of the new Building as per the plan sanctioned by the Panihati Municipality and complete the proper construction within 24 (Twenty four) months from the date of sanctions of the Building plan, with proper materials conforming to high standers of regimeering.

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That within one month from the date of sanction of the building plan and/or so soon the Owners delivers physical possession of the property to the Developer. It is further agreed that after sanction of the building plan and on vacating the premises by the Owners, it is specifically agreed that the Developer shall complete the construction of the proposed new Building within 24(Twenty four) months from the date of the sanction building plan if necessary with further 6 months extension subject to the FORCE - MAJURE. If Developer takes more than that time then only pay compensation 18% p.s. of the market value

That the cost of construction of the new building shall be borne by the Developer and shall be carried out by engaging their own men, agents and servants and the Owners shall t not interfere in any manner, whatsoever, during the period of construction till completion of the Building in all respect and the Owners have no liability in this regard provided required standard is maintained at all levels through out the construction period. It is specifically agreed that in construction of the new building the Developer shall engage security guards and/or other type of persons for construction of new building according to the choice of the Developer, using quality materials.

That the Developer shall be liable for payment of any compensation to the workers under the law in case of any injury caused and/or sustained by the worker/s during the period of construction.

- That the Developer shall observe all the formalities as are required under the prevailing law/rules and regulations of the government, including soil test etc. and shall be liable of any violation thereof.
- That the Owners shall execute a General Power of Attorney in favour of the Developer authorizing them to sign all papers, plans and documents as may be required as the constituted attorney of the Owners may deem fit and proper and to do all such things and to take the necessary actions in relation to construction of the new building on the said plot of land on behalf of the owners and to represent the owners before any authority as may be necessary and to negotiate with the prospective buyers of flats, scluding Owner's Allocation concerning the Municipal Premises Holding 9,

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Perry Fun Road, H B Town, Police Station Khardah, Kolkata-700110, District North 24 Parganas, and to receive the advances from the buyers and to acknowledge and grant receipt of the amount so received from the prospective buyers, except the land owner's allocation. And the Owners have to hand over original Deeds and Documents to Developer at the time of execution of Registered Power of Attorney.

- m. It is specifically agreed that the Developer shall be fully entitled to advertise the project to secure intending buyers of entire new building to be constructed upon the said plot of land and contact with, such intending buyers for sate of the flat/s etc. as such accept some of money from the intending buyers as the purchaser may deed fit and proper at the absolute discretion of the Developer in respect of their allocation and for that purpose owners shall not have any claims and/or objections, whatsoever, in that regard.
- It is specifically agreed that the Vendors/owners at the request of the Developer shall execute, register Deed of Conveyance to the intending buyers and/or in favour of the Developer in the said project, if it is required and in such circumstances the Developer should join as a confirming party therein.
- That the construction shall be completed in all respect and the flats shall be ready for occupation for habitation and/or occupancy with in valid occion of sanctioned building plan.
- p. It is specifically mentioned that both the parties herein are jointly tiable for the terms and conditions of the instant agreement, if any of the parties herein, violate the terms and conditions of this agreement the other party will be at liberty to take legal actions as per provisions of the specific performance of contract against the others.
- That the Developer will not be liable for any delay of construction of smallding due to any unforeseen and unfortunate event happening of which is beyond the control of human being i.e. riots, arson, or natural inlamity and/or act of god only, provided however any other delays would instangum to lapses on the part of the Developer.

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In pursuance of the negotiations here under made by and between the pursuance of the negotiations here under made by and between the purposes and the Developer, the Developer shall carry out the construction of sometimes building as per sanctioned building plan of the Panihati devicipality.

5. That in the event the Developer above named agrees to undertake, the development of the said property, the owners herein shall in and appoint the Developer herein to undertake the development of the said on the under mentioned terms.

That relying on the above mentioned various representations and assurances made by the Owners above named and believing the same to be true the Developer herein has agreed to undertake the development of the said property on the agreed terms & conditions as herein after recorded.

NOW THIS INDENTURE WITTNESSETH and it is here by mutually agreed and decided by and between the parties here to as follows:-

ARTICLE - 1

DEFINATIONS

4. OWNERS :. Sri Dilip Dasgupta, Smt. Sukla Dasgupta, Sri Sabyasachi Dasgupta and Sri Biswanath Dasgupta

B. DEVELOPER: Developer shall mean "B U D D H A J/17 REALITY |
PAN: AARFB5238Q), a Partnership firm having its office at 28/3, Joy
Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist24 Parganas (North|being represented by its Partners. (1) MRS. CHAMPA
SAHA (PAN: CSIPS3594R), Wife of Sri Debjit Saha, by Faith Hindu, By
Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan
Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, and (2) MR.
AVIJIT SAHA (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith
Hindu, By Occupation Business, by Nationality Indian, Residing at 39,
ioy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036,
sereinafter jointly called the "DEVELOPER" (which term and expression
shall mean and include unless otherwise excluded or repugnant to the
subject or context be deemed to mean and include its successors,
successors - in - interest, executors, administrators and assigns) of the

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- C. <u>TITLE DEED</u>: Title Deed shall mean all the documents refereed to their above of the recitals, as chain of transfer from the time to time.
- D. PREMISES: The premises shall mean the property ALL THAT piece and parcel of land measuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 8 (eight) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.7, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.821 under R.S. Khatian No.941, Police station Khardah, District: North 24 Parganas, being Holding No. 7(old)9(New) of Ferry Fun Road, H B Town, under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, together with the right to use the paths and passages along with all easement and quasicasement rights attached thereto more fully described and mentioned in the First Schedule hereto below herein after referred to as "the said Property" and delineated in the plan and map annexed hereto and bordered in RED there on.
- E. <u>BUILDING</u>: The building shall mean the Multi storied building to be constructed on the said premises/ Landed Property.
- F: BUILT UP AREA: The built up area shall mean construction areas (inside and outside) under the roof.
- G. SUPER BUILT UP AREA: The super built up are a shall mean the total covered areas of the units plus the area of the walls, pillars as also landings, stairs, entrances, corridors, lobbies, electric room, care taker room and other common parts areas and spaces in the building. In this respect the certificate of the Architect shall be final.
- common facilities and amenities: The Common facilities and amenities shall include corridors, half ways, stair-ways, drive ways, ommon lavatories passageway, pump rooms tube-wall, underground water excryoir, Roof, Lift overhead water tank, water pump and motor and other accludes which may be mutually agreed upon between the parties and

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required for the establishment, location, enjoyment, provisions, maintenances, and/or management of the Building

SALABLE SPACE: The saleable space shall mean the space of the building available for independent and occupation after making due provisions for common facilities and the space required therefore.

OWNERS CONSIDERATION :

Land Owner's Allocation:

Ratio - Owner's 45%(forty five) of as per Building Construction area

SRI DILIP DASGUPTA, SMT. SUKLA DASGUPTA and SRI SABYASACHI DASGUPTA (jointly) and SRI BISWANATH DASGUPTA will received three self contained independent flat 1. Flat No. 5A Measuring about 970 sq ft more or less cover area (with stair and Lift) in the Fourth floor on the South East side. Consisting of Three bed room, kitchen, dining 2 (two) toilets, and balcony. 2. Flat No.5B, Measuring about 585 sq ft more or less cover area (with stair and Lift) in the Fourth floor on the South-West side. Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony 3. Flat No.1B Measuring about 500 sq ft more or less cover area (with stair and Lift) in the Ground floor, North East side Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony, 1. Flat No. 3B Measuring about 585 sq ft more or less cover area (with stair and Lift) in the second floor on the South West side. Consisting of Two bed room, kitchen, dining 2 (two) toilets, and balcony. 2. Flat No.3C, Measuring about 600 sq ft more or less cover area (with stair and Lift) in the Second floor on the North-West side. Consisting of Two bed room, kitchen, dining 2(two) toilets, and catcony 3. Flat No.3D, Measuring about 605 sq ft more or less cover area with stair and Lift) in the Second floor, North East side Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony and one (1) Parking Zone measuring about 200 sq ft more or less in the ground floor, 1 Flat No. 2B, Measuring about 585 sq ft more

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icss cover area (with stair and Lift) in the First floor on the South West alice. Consisting of Two bed room, kitchen, dining 2 (two) toilets, and balcony. 2. Flat No.2C, Measuring about 600 sq ft more or less cover area (with stair and Lift) in the First floor on the North-West side. Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony 3. Flat No.2D Measuring about 605 sq ft more or less cover area (with stair and Lift) in the First floor, North East side Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony and one (1) Parking Zone measuring about 200 sq ft more or less in the ground floor respectively.

- K. <u>DEVELOPER'S ALLOCATION:</u> The Developer allocation shall mean the remaining Developer's 55% (fifty five) containing self-contained flats/garages/Shops along with the remaining other spaces at the different floor on the proposed building save and except the above mentioned owner's allocation. It is specifically agreed, the Developer shall be entitled to own, possess, transfer, or otherwise dispose of as the absolute owner there of as per provision contained as fully and particularly set out in the Third Schedule here under -written.
- L. <u>THE ARCHITECT</u>: The Architect shall mean the architect and engineers and as such the persons -who may be appointed by the Builders/developer for both designing and planning the building and supervising of the development work and/or construction of the said proposed Building.
- M. THE ADVOCATE: Mr. Goutam Chakraborty, Learned Advocate, High Court, having the Office at 6, Old Post Office Street, Room No.72, 2nd floor, Kolkata - 700 001, will look after all legal matter and he has been appointed as project's Learned Advocate by the Developer.
- N. <u>BUILDING PLAN</u>:- The Building plan shall mean and include the Building plan to be sanctioned by the Panihati Municipality, for construction of the proposed building and also include the renewed/revised and/or modify and other plans, elevations, designs, maps, drawings, and other specifications for completion of the development of the said premises and construction of the said building as may from time to time be sanctioned by

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the Panihati Municipality and other appropriate authorities if any such plan or cpared by the Architects for the construction of the building and sanctioned by the building department of the Panihati Municipality or any other competent authorities as the case may be provided however owners would be extending all the best possible helps to the effect. If required and if the owners fail to deliver any papers documents etc. necessary for the sanction of the aforesaid building plan and if any delay is caused for the same the Developer would not be held liable.

- O. TRANSFER: The transfer with the grammatical variations shall include possession under an agreement or part performance of a contract and by any other means and also as defined U/S 294(7), (i) to (vi) 269 UA(a), f(i) and (ii) of the income Tax Act, 1961, although the same may not amount to a TRANSFER OF PROPERTY ACT, 1882.
- P. <u>TRANSFEREE</u>: The transferee shall mean a person, firm, limited company, association of persons or body of individuals, to whom any space in the Building has to be transferred.

ARTICLE - II

INTERPRETATIONS

- Any reference statue shall include any statutory extension or modification and there enactment of such statute and the rules, regulations of under made there under.
- Any covenant by the Developer and/or the owners not to do or commit any act deed or thing to be done or committed.

 Signature: Words importing singular shall include plural and vice-versa.

(ii) Masculine : Shall mean and include feminine and vice-versa.

(iii) The paragraph heading herein shall not form part of the agreement and the same have been taken for the construction or interpretation of these present.

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ARTICLE - III

COMMENCEMENT AND DECLARATION

- THIS AGREEMENT shall deem to have commenced on and with effect from the date of execution of these presents.
- 2. THE OWNERS DECLARE as follows:-
- (a) That they absolute seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) That the said premises/property is free from aft encumbrances and the owners have title in respect of the said premises/property.
- (c) That the said premises/property is free from all encumbrances, charges, lines, lispendens, mortgage, attachment, claims, demands, liabilities, trust, acquisitions, requisitions etc. whatsoever or howsoever provided.
- (d) The said premises is also not affected by any scheme or proceedings or notice for acquisition or requisition by the Central or State Government or any local body or Authorities whatsoever.
- (e) That there is no excess vacant land at the said premises/property within the meaning of the urban land (celling and regulation)Act, 1976.
- That there is not legal impediment for the owners to entrust the developer the development of the said premises and/or the construction of the building as per the sanction plan to be sanctioned from the Panihati Municipality.
- (g) The Owners have not entered into any agreement/agreements for sale and/or development respect of the said premises with any other person or persons.

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ARTICLE - IV

OWNERS REPRESENTATIONS

- That this agreement for development vis-a -vis the construction made between the owners herein and the developer shall remain valid lawful and subsists until completion of the proposed building and sale of developer's allocation.
- By virtue of this agreement the developer shall apply for building plan for sanction Panihati Municipality after obtaining mutation in the name of the present joint owners and after approval of the owners.
- The owners declare that they have not done any act, deed, matter or thing whereby the developer is prevented to undertake the development of the said premises.
- 4. While the Developer herein undertakes the development of the said premises the owners herein shall extend it's co-operation/assistance to the developer in the matter of delivering vacant possession of the portion of the premises simultaneously with the execution of this agreement.
- That there is no legal impediment of any nature whatsoever in the development of the said premises and/or construction of the proposed building on demolishing the existing structure lying and situate in the said premises.
- 6. In pursuance of the negotiations made in between the developer and the owners all the owners in occupation of the said premises are agreeable to vacate the portion of the said premises in their respective occupations.
- The owners shall nominee the developer above named to undertake the development of the said premises on the agreed terms.
- 8. The owners herein shall cause all the existing occupiers of the said premises to vacate and deliver the vacant and peaceful possession of the portion of the said premises as per negotiation have already made

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provided however the developer shall pay the agreed amount to the owners to perform their part.

ARTICLE -V

DEVELOPER REPRESENTATIONS

- The Developer has sufficient knowledge and expertise in the matter of development of the immovable properties and construction new Building. The developer has sufficient means of necessary finances as may be required for carrying out these said project and/or development of the said premises and/or the construction of the said Building as per the Panihati Municipality sanctioned Building Plan. The Developer has become satisfied with respect to the Deeds and Documents regarding Land in question and they will not raise any issue regarding Land in question.
- 2. The developer shall carry out the said development in respect of the said premises and/or construction of the said Building after demolition of the existing Building and structure strictly in accordance with the sanctioned building plan and also in accordance with the relevant municipal laws relating to the development of the immovable property and/or construction of new building end adhere strictly as per provision contained in these preset.

ARTICLE -VI

DEVELOPER OBLIGATIONS/COVENANTS

1. In consideration of the premises and subject to the provisions contained in these present the Developer here by agree and undertake to carry out the said project of development of the said premises and/or the said and/or construction of said building in accordance with the sanctioned plan and in accordance with the rules regulations and Bye-laws of the Panihati Municipality as may then be prevailing and on the terms and conditions herein recorded and complete the construction of the proposed building within 24 Twenty four) months from the date of the sanction of the building plan.

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The developer herein shall be responsible to arrange all necessary mances/funds/moncys as may be from time to time necessary or required building.

- 3. The developer shall apply for and obtain necessary plan/plans duty sanctioned by the Panihati Municipality as may be required for construction of the proposed Building and/or development of the said land subject to the necessary permissions clearances, approvals and no-objections from the appropriate authorities including necessary permission under the Urban land (Ceiling & Regulation) Act 1976 if so required.
- 4. The developer unless prevented by act beyond its control or restrain order from the appropriate court of law or any government or Semi Government Authorities or the Panihati Municipality shall complete the said development work and/or construction of the proposed Building within 24(Twenty four) months, after the issuances of the sanctioned plan by the Panihati Municipality and also subject to the owners causing delivery of vacant and peaceful possession of the said premises to the developer.
- 5. The developer of the said -premises and/or the construction of the said building shall be made complete in all respect including installation of the electricity connections, water pumps, fittings, sewerage the drainage connection, plumbing and sanitary fittings and also over head and underground water tanks within the stipulated 24 (Twenty four) months from the date of sanction Building plan.
- 6. The developer shall carry out and/or complete said development work and/or the construction of the said building by use of standard quality building materials, sanitary, and electrical fittings.
- The developer herein shall solely the responsible for the structural stability of the building and for the soundness of the construction and that till the possession of the owner's allocation are made over to the owners, the developer shall be liable for all claims and actions which may arise from the same and also due to deviation from the sanctioned plan and/or the riolation of the Municipal Laws. The Building so develop should be stable against earthquake and/or other natural calamities.

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- The developer shall apply for and obtain all necessary documents, permission and no-objection.
- 9. The developer shall carry out the said development in respect of the said premises and/or construction of the said building, after demolition of the existing building and structure in accordance with the sanctioned building plan and also in accordance with the relevant municipal laws relating to the development of the immovable property and/or construction of new building and adhere strictly as per the provisions contained in these present.
 - 10. That the Owners shall be liable to deliver vacant peaceful possession of the aforesaid property to the Developer to demolish the same for the construction of the proposed new building. The Developer will bear the expenses for demolish the building and the Developer will take all old bricks, doors, windows and other old building materials. It is provided that the Developer shall arrange dwelling accommodation for three(3) owners within Rs.6000/-(Rupees six Thousand only) each till handing over the owner's allocation Flat in the newly constructed building and till then Developer shall bear the expenses for the same. The vacant possession of the old premises by the Owners to the Developer shall be made only after accommodation for the owners, as above said, have been arranged by the Developer.
 - The Developer will be responsible to bring out the Completion Certificate (CC) from the Panihati Municipality.
 - 12. The Developer shall be held responsible if any accident takes place at the time of demolition of the existing building or during construction of the proposed building.

ARTICLE -VII

DEVELOPMENT WORK

 The owners duly appointed and/or hereby appoint the developer as the contractor and/or developer for carrying out the said project in respect of the said premises on the terms herein recorded.

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The owners hereby entrust the said project of development of the said premises and/or construction of the said building to the developer herein to be carried out as per the sanctioned building plan and on the terms and conditions herein recorded.

- 3. The Developer hereby accepts it's appointment as the developer and/or contractor in respect of the said premises and further agree to undertake the said project of development of the said premises in the manner and in terms and conditions herein recorded.
- 4. The project of development of the said premises and/or construction of the said building shall be carried in the manner as follows:
- (i) By obtaining all necessary clearances, permission approvals, and 'No-Objection' under the provision of the Urban land (Ceiling & Regulation) Act, 1976, as may from time to time necessary for carrying out the development work and/or construction of the building at the said premises by the owners.
- (ii) By obtaining sanctioned plan from the Panihati Municipality authorities as may be necessary of the said premises and/or construction of the said building under the Municipal laws as may then be prevailing and/or the rules regulations and bye laws framed there under by the developer.
- (iii) By erecting the proposed multistoried building and other structure in or upon the said land as per the sanctioned plan and he same strictly in accordance with the rules, regulations and bye-laws of the Panihati Municipality.
- That the land owners take the responsibility of the title of the land, bearing known as municipal Premises/Holding
- 6. The owners also declare and confirm that in case of delay or default on the part of the owners to cause delivery of vacant and peaceful possession of the said premises in it's entirety to the developer within the reasonable period from the date of sanctioned of the building plan.

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The owners herein shall be responsible to cause all the existing occupiers cum owners to vacate and deliver the vacant and peaceful possession of the said premises to the developer.

- 8. The owners shall not do any act, deed, thing, matter, nor permit any one to do any act, deed, thing, or matters which may in any manner cause obstruction and/or interference in carrying out and completing of development of the said premises and/or construction of the said building by the developer. The owners shaft handover aft the certified and/or attested copy's of the title deeds and along with the relevant documents and/or papers to the developer simultaneously with the execution of this agreement.
- 9. The owners shall sing and execute and deliver all necessary paper, application, plans, sketches, maps, design and other documents as may from time to time be required by the developer for obtaining necessary sanction, permission, approval and/or no-objection certificates from the appropriate government authorities and/of the department with regard to the proposed construction of the Building and/or development of the said premises of the said building and/of units threat.
- 10. The owners shall as may be from time to time be necessary sign, execute and deliver all applications, papers, documents and declarations to enable the developer to apply and obtain telephone, electricity, sewerage, water connection and other public utility and essential services in or upon the said premises and/or the Building.
- 11. The owners herein shall grant power of attorney in favour of the developer to sign on behalf of the owners all applications, paper and documents, agreements and represent the owners before the Panihati Municipality and other appropriate authorities, government offices and/or departments including telephone, electricity and other authorities and further to apply for the obtain all necessary sanctions, approvals permissions and no-objection certificates as may Be required for carrying out the said development work and/or construction of the said Building.

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- 12. The owners herein shall be responsible to vacate the old premises before the starting of the demolition work of the old existing building and for this purpose the developer shall bear all necessary cost and expenses.
- 13. The owners herein shall:-
- (i) Render best co-operation and assistance to the developer in the matter of development of the said premises and/or construction of the proposed building and also in obtaining alt necessary permissions /approval from authorities.
- (ii) Not do any act, deed, thing, matter permit anyone to do any act, deed, thing and matter which may in any manner cause obstruction and/or interference in carrying out and complying the development of the said premises and/or construction of the said building by the developer.
- (iii) The owners shall sign and execute and deliver all necessary papers, application, plans, sketches, maps, designs and other documents as may from time to time be required by the developer for obtaining necessary sanctions, permissions, approvals and/or no-objections certificates from the appropriate government authorities and/or departments -with regard to the proposed construction of the building and/or development of the said premises and for obtaining all other facilities as may be necessary for the beneficial and occupation of the said building/flats/units in the said premises.
- (iv) That the owners will execute a General- Power of Attorney in favour of the developer authorizing them to sign all the paper, plan and documents as may be required as the constituted attorney of the owners may deem fit and proper and to do everything and to take all action in relation to construction of the new building on the said plot of land on behalf of the owners and to represent the owners before any authority as may be necessary and to negotiate with the prospective buyers of the flats, concerning the municipal Premises/Holding No. 9 of Ferry Fun Road, H.B.Town Police station Khardah, Kolkata-700110 District: North 24 Parganas and to take advance amount/money from the said buyers and to acknowledge and grant receipt of the amount so received from the prospective Buyers.

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In consideration of the premises after the completion of the development work in respect of the said project in the manner as here in agreed and after the owners have received the delivery of the flats/units of the building forming part of the owner's allocation as per this agreement the owners shall complete the sale by executing the Deed of Conveyance in favour of the developer and/or it's nominee transferees in respect of the undivided proportionate share of interest in the said land attributable and/or in relation to several flats/units forming part of the developer's allocation and/or flats/units as may be allotted to the developer on account of the cost to be incurred by the developer an account of Owners as mentioned in the preceding clauses above by executing and registering appropriate deed/deeds of transfer containing the usual covenants for title provided however that the consideration money as may be receivable on account of sale of undivided proportionate share of interest of the said land attributable and/or in relation to the several flat/units forming part of the developer's allocation and/or those as may be allotted to the developer as aforesaid shall exclusively belong to and/or receivable by the developer.

ARTICLE- VIII

CONSTRUCTION

- 1. The construction of the said building shall be strictly as per the Municipal laws for the time being in force and/or rules regulations and bye-laws framed there under and further strictly in accordance with the sanction plan in these respect. The developer shall keep the owners absolutely indemnified and harmless against all actions, claims and demands whatsoever as may be made due to construction of the said building and/or violation in rules regulations and bye-laws under the Municipal Laws for the time in force.
- 2. The developer herein shall be entitled to appoint and employ masons, mistries, engineers, contractors, managers, supervisors and other employees for carrying out the said development work and/or consideration of the proposed building as the developer shall think fit and proper. In this respect the developer herein shall solely be responsible and/or liable for payment of supervisors, chowkidars, darwans and also other staff who may be

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appointed and/or proposed building in this respect, the owners shall not in any manner be responsible.

- 3. The developer herein shall appoint such architect and engineer for the development work, and/or construction of the proposed building as the developer shall think fit and proper the developer herein shall solely be responsible and/or liable for payment of salaries/wages and/or remuneration of the architects or engineers and in this regard the owners shall in manner not be responsible.
- All the cost, charges, expenses for and on development work, and/or construction of the proposed building including the owner's allocation shall covered and/or discharged by the developer.

ARTICLE- IX

SPACE- ALLOCATION

- The total units and/or available space of the building shall be divided and/or distributed between the owners and the developer in the manner herein after stated.
- 2. The owners shall be entitled to altogether 45% (Forty five) percent of the constructed Area, each of them shall be primarily allocated flats as has been more fully and particularly described in the Second Schedule, hereunder written. After making such allocation, if owner retains more than 45% then, the owners will pay Rs.2000/- (Two thousand) only per sq. ft. cover area(with stair and lift) to the Developer and Vice Versa.
- 3. That the developer shall be entitled to the remaining 55% (fifty five) percent of the constructed. Area along with the remaining spaces of the proposed building save and except above mentioned owner's allocation. It is specifically agreed that the developer shall be entitled to own possess, transfer or otherwise dispose of as the absolute owner thereof as per the provision contained as fully and particularly set out in the Third Schedule, hereunder written.

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- 4. That it has been specifically agreed by and between the owners and the developer at first shall deliver habitual physical possession of the flat of the owner's allocation before giving the possession of the flats to the out side prospective buyers from the portion of the developer's allocation.
- 5. After allotment of the said unit and other saleable space to the developer out of the owner's allocation as mentioned in the preceding clauses the remaining units and/or saleable spaces to be delivered to the owners shall firstly be delivered in respect of their allocations in the building.
- The demarcation and allotment of the units spaces including parking of the building shall be the developer and the same shall be final and binding to all.
- The owners shall be entitled to sell transfer and let out or otherwise dispose of either on ownership basis or other wise and/or enter agreements of contracts for disposal of the owner's allocation. Similarly the developer shall be entitled to sell, transfer and let out or otherwise dispose of either on ownership basis or otherwise and/or enter into agreements or covenants for disposal of the developer's allocations Provided however and it is agreed and made clear that all agreements, contracts, deeds and documents for the sale or otherwise disposal by the owners of units/saleable spaces forming part of the developer's allocation of the unit/saleable spaces forming part of the developer's allocation shall be drawn up on similar terms, conditions and covenants as may be finalized by the developer.
- 8. Notwithstanding anything to the contrary contained in these presents it is agreed and made clear that the roof of the proposed building shall at all times be for the common use by the purchaser of the flats and/or occupiers of the units and/or spaces forming part of both the owners and the developer allocation at the building.
- 9. No consent or authority etc. of the owners is required in the matter of the developer entering into contracts and/or agreements for selling otherwise disposing of flats/units saleable space forming part of the developer allocation and the developer may do so while collecting the carnest

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10. Upon receipts of the owner's allocation the owners shall sign execute and register all agreements and/or contracts for selling or otherwise disposing of the units/saleable space pertaining to the developer's allocation by the developer.

ARTICLE- X

CONSIDERATION

- 1. In consideration of the premises and in consideration of the owners appointing the developer as the builder and/or contractor and further allowing the developer to commercially exploit the said premises and to promote/develop the same and also to complete the construction of the said building and also construction of allotment of the developer's allocation, to the developer in the manner as herein agreed, the developer shall at all its own cost and expenses carry out and complete the development work in respect of the said premises and construction of the building and further erect and/or construct several units forming the part of owner's allocation for and on account and on behalf of the owners and/or nominees or transferee/s and make available to the same complete in all respect to be held, owned and possessed by owners and/or their nominee/s and/or transferee/s as absolute owner there of. In this regard to the owners shall not in any manner be liable or responsible to pay the cost of construction or other costs, charges and expenses whatsoever.
- In consideration of these presents and in consideration of the same developer hereby empowered agreed and expressed under the development of the said premises and 100% construction of the said building and further the developer erecting and/or constructing the several units forming part of the owner's allocation for and on account and on behalf of the owners and/or their transferee/s and/or nominee/s and making the same available to the owners and/or their transferee/s and/or nominee's to the manner as here in agreed, shalf be entitled as absolute owners in respect of the feveloper's allocation including an undivided proportionate share in the land comprised in the said premises.

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ARTICLE- XI

RATES, TAXES AND MAINTENANCE

- On and from the issuance of the sanction plan and vacating the
 existing occupiers the developer here in shall bear and pay the Municipal
 Taxes and other rates relating to the said building and/or the said land till
 the developer completing construction of the said building and making over
 the same to the owners and in this respect, the owners shall not in any
 manner be liable or responsible and further the developer shall keep the
 owners exclusively indemnified and harmless against payment of the same.
 - On and from the date of completion of the project and also making over to the buyers and/or transferees of the several units/saleable spaces forming part of the owner's allocation and the developer's allocation complete in all respect as this agreement the buyers and/or transferees of the said several units and/or saleable spaces of the building shall be responsible to pay and/or shall bear Municipal taxes and other rates taxes and out goings and also to pay the monthly maintenance and service charges on account of their respective units.
 - On and from the date of completion of the construction of the said building the developer herein shall look after manage and administer the day to day maintenance of the building till the formation of the holding organization as herein after provided.

ARTICLE - XII

HOLDING ORGANIZATION

After the completion of the construction of the building and carrying out the said development work, the developer herein shall cause an associations/society/syndicate to be floated and/or incorporated for the purpose of managing and maintaining and common facilities, common areas and amenities at the said building. The developer herein shall frame the rules, regulation and bye - laws of the holding organization.

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ARTICLE - XIII

COMMON RESTRICTIONS

- The owners and/or the developer in the building shall be equally sharing the same restrictions on hand as may be applicable to the developer's allocation in the building and vice versa.
- The owners and/or the developer shall not permit the use of the respective portions in the building for carrying out any wrongful, offensive, illegal and/or immoral trade or activity, neither use, nor permit the use hereof for any purpose, which may nuisance or hazardous to the other occupiers of the building.
- 3. The owners and/or developer and/or respective transferces shall not demolish or permit demolition of any wall or structures respectively, in the owner's allocation and/or the developer's allocation or any portion there of or make any structural alteration therein without the previous consent of the developer and such restrictions may include the open space for immunity and beatification of the project, which may cover the extra land scarping, path ways lightings, ventilation, passages, etc. for the mutual and beneficial interest of developer's and/or owners and/or respective transferces.
- 4. The owners and the developer and/or their respective transferces shall be abide by the all bye-laws, and regulations of the government. Local Bodies, and the holding organization as the case may be and shall attend and be responsible for any deviation and/or breach of the laws, rules and regulations thereof.
- 5. The owners and the developer and/or their respective transferees shall keep the sewerages, drainage, pipes and other fittings and fixture and the floor and the calling etc., respectively of the owner's allocation and the developer's allocation in the building in good working and repair condition and in particular so.
- Both the owners and developer here by agree and undertake to sign and execute all deed and documents which may be required for the purpose of smooth implementation of this agreement as and when required.

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7. Both the owners and the developer shall be entitled to specific performance of this agreement. None of the parties hereto shall be entitled to dispute the legality and/or validity of this agreement.

ARTICLE -XV

DOCUMENTATION

All agreements, contracts, deeds, documents for the sale and disposal of the owners allocation to the owners and disposal of the developer's shall be identical, containing the similar terms and conditions and will be prepared by the developer's nominated advocate, subject to the payment of all the legal fees, cost, charges of the said advocate, as decided by Developer from time to time.

Article-XVI

Arbitration

Save and except what has been specifically stated hereunder all disputes and differences between the parties out of the meaning, construction, or import of this agreement or their agreement or their respective rights and liabilities, as per this agreement shall be adjudicated by respective rights and liabilities reference to the arbitration within the meaning of the ARBITRATION & CONCILIATION ACT, 1996, and latest amendment and modification thereof from time to time.

Article-XVII

JURISDICTION

All the courts within the landed property's situational jurisdiction and the Honble High Court at Calcutta shall have the jurisdiction to entertain and determine, all actions suits and proceedings arising out of these presents between the parties have to

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THE DEVELOPER FURTHER DECLARE:-

- 1. That the developer shall pay all the outstanding taxes regarding the said premises. It is pertinent to mention that Developer will first handed over the physical possession of Owner's Allocation flat then only registered the Developer's Allocation flat and spaces.
- That the developer shall bear all mutation charges/expenses for mutation.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 8 (eight) Chittacks 0 (Zero) Sq. ft. more or less (but actual measurement 5 (Five) Cottahs 5 (five) Chittacks 40 (forty) Sq. ft. more or less) together with 20 years old one storied cement flooring 500 sq ft structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.7, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.821 under R.S. Khatian No.941, Police station – Khardah, District: North 24 Parganas, being Holding No. 7(old) 9(New) of Ferry Fun Road, H B Town, Kolkata-700110, under local limits of Panihati Municipality, Ward No. 20(old) 31(New)under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is butted and bounded in the manner as follows:

ON THE NORTH

F-3, Plaza Apartment;

ON THE SOUTH

40 feet Municipal Road(on Road);

ON THE EAST

Land and Building of Dilip Dutta & Ors;

ON THE WEST

Aparajita Apartment;

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THE SECOND SCHEDULE ABOVE REFERRED TO

Ratio - Owner's 45% of as per Constructed area

SRI DILIP DASGUPTA, SMT. SUKLA DASGUPTA and SRI SABYASACHI DASGUPTA (jointly) and SRI BISWANATH DASGUPTA will received three self contained independent flat 1. Flat No. 5A Measuring about 970 sq ft more or less cover area (with stair and Lift) in the Fourth floor on the South East side. Consisting of Three bed room, kitchen, dining 2 (two) toilets, and balcony. 2. Flat No.5B, Measuring about 585 sq ft more or less cover area (with stair and Lift) in the Fourth floor on the South-West side. Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony 3. Flat No.1B Measuring about 500 sq ft more or less cover area (with stair and Lift) in the Ground floor, North East side Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony, 1. Flat No. 3B Measuring about 585 sq ft more or less cover area (with stair and Lift) in the second floor on the South West side. Consisting of Two bed room, kitchen, dining 2 (two) toilets, and balcony. 2. Flat No.3C, Measuring about 600 sq ft more or less cover area (with stair and Lift) in the Second floor on the North-West side. Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony 3. Flat No.3D, Measuring about 605 sq ft more or less cover area (with stair and Lift) in the Second floor, North East side Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony and one (1) Parking Zone measuring about 200 sq ft more or less in the ground floor, 1. Flat No. 2B, Measuring about 585 sq ft more or less cover area (with stair and Lift) in the First floor on the South West side. Consisting of Two bed room, kitchen, dining 2 (two) toilets, and balcony. 2. Flat No.2C, Measuring about 600 sq ft more or less cover area (with stair and Lift) in the First floor on the North-West side. Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony 3. Flat No.2D , Measuring about 605 sq ft more or less cover area (with stair and Lift) in the First floor, North East side Consisting of Two bed room, kitchen, dining 2(two) toilets, and balcony and one (1) Parking Zone measuring about 200 sq ft more or less in the ground floor respectively.

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THE THIRD SCHEDULE ABOVE REFERRED TO

The developer shall be entitled to remaining 55% (fifty five) percent of the new building of the units and/or space along with the remain other spaces of the proposed building, save and except the above mentioned owner's allocation, of the newly constructed building in the said premises. It is specifically agree the developer shall be entitled to own, posses, transfer and otherwise dispose of as the absolute owners there of as per the provisions contained to be called "Developer's Allocation", on account of it's ownership right to use, occupy and enjoy their share and/or allocation, either for the residential purpose or commercial purposes in any manner whatsoever save and except any immoral and/or illegal purpose. (The roof of the building shall remain common to all).

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION AND AMENITIES

BUILDING

: Building comprising Multi-Storied(G+4)

with Lift.

FOUNDATION.

: R.C.C. raft on columns, concrete pilling with SRMB good quality Steel and good (UltraTech/JSW/ Cement quality Shyam flron brand, ACC/Ambujaj. /Durgapur/ Ankit/Prestige).

STRUCTURES

: R.C. Columns, beams, and R.C. slabs and R.C. beams and columns plus brick works.

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WALLS & CEILINGS

8" thick external brick walls and 4" internal walls, (Block/Slab) chemical with cement, sand, mortar, cement plaster, internal surfacing on cement plastering in internal walls plaster of Paris, putty with external walls only front side and good quality colour finish.

FLOORING

 Vetrified Titles in bed rooms, living/ dining hall, verandah, kitchen, toilets and baths.

STAIRCASE

: Stair Case made by Marble finish.

DOORS

: Internal doors, flush doors with hush bolt having, main doors 30 mm flush doors all door frame of Wooden(Shal).

WINDOWS

: Fully enamel sliding with glass fitting cover with grill.

TOILETS & FITTINGS

Anglo Indian Comode, cistern etc. [6' Ft. height white glazed tiles to be fitted on 3 sides of the bath room. Two 'fap and one Shower. One gyser point in the master toilet.

COOKING PLATFORM : Black stone top slab(Green Marble) on

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cooking platform and Steel sink cock 3' Ft. height glazed tiles. Two Tap connections, and wash basin[Dining]

ELECTRICAL

Concealed conduit piping with copper wirings (Havels or Finolex Brands).

- a) 2 nos. light points, 1 no. fan point, and 1 no. 15 amp. Plug points with switch board having provisions of setting fans, regular in each rooms. One A.C Point in Master Bed room.
- b) Drawing/Dining hall shall have 2 nos. light points, 1 no. fan point, 2 nos. 15 amp. plug point.
- c) Kitchen shall have I no. light point, I no. exhaust fan point.
- d) Stair case shall have 1 no. light point in each landing areas.
- e) I Calling bell point in each flat
 - f) Toilet one light point and one exhaust fan

g) one point in Varanda.

WATER SUPPLY:

Sub-marshal pump and over head tank for 24

hours supply

ROOF TREATMENT: The roof of the Top floor is free from any type of leakage including stagnant water of rainfall. The builder should initiate to apply the leak proof material for top floor roof before handing over.

N.B. The Landlords will take the responsibility and also keep the existing electric meter in their custody and new Meter for their own cost

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WITNESS WHEREOF the parties have hereto set and subscribed their pective hands on the day, month and year first above written

MINED SEALED AND DELIVERED

the above named LAND OWNERS

a DEVELOPER in the presence of

Witnesses.

to be motion for the best of the self

2 Sunta Anguste

a 14-6 271

4 Bionsawall Bayyupla

SIGNATURE OF THE LANDOWNERS

2 Buddhadek Mulikayan 6 ald fast alkeestreet 151Kada-Joseph

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Partner

SIGNATURE OF THE DEVELOPER

GOUTAM CHAKRABORTY

AND - SA

Partner

High Court Calcums



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	Little	Ring	Middle (Left hand)	Fore	Thumb

YILLAS TILAHOOUB

INCOME TAX DEPARTMENT



GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

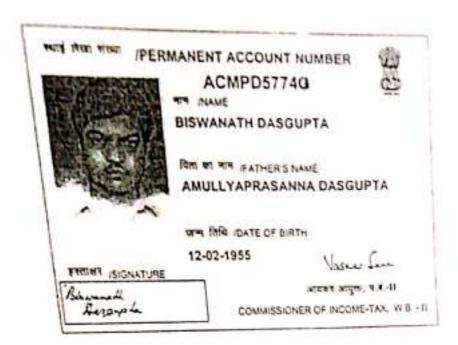
AARFB5238Q

HTH / Name BUDDHAJIN-REALITY

निगमः जाटनं हो । Date of incorporation 01/09/2016 है ।

BUDDHAJIT REALITY

he Leins

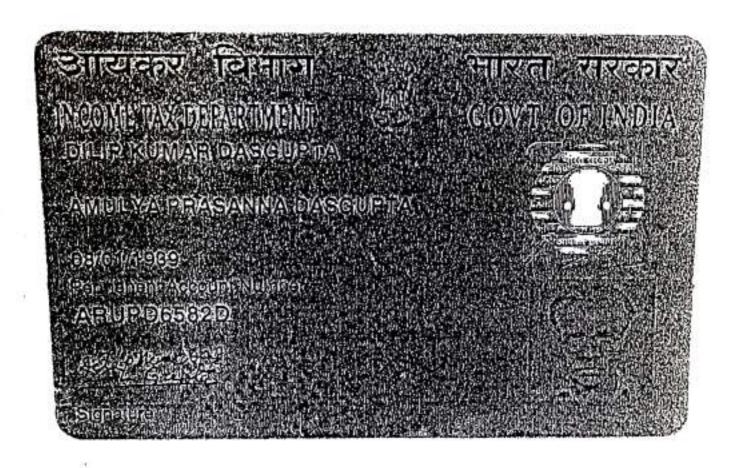


हम कार्ड के छो / मिल जाने पर कृष्या जारी करते बाले बाधिकारी को सूचित / सपस कर है सहायक आयंकर आयुक्त, ची-7, चीरगी स्वयायर, कलकता - 700 069. In case this card is instifound,kindly informiretu

In case this card is instituted, kindly informireture to the issuing authority: Assistant Commissioner of Income-lax, P-7, Chowringhee Square,

Calcutta- 700 069.

BUDDHAJIT REALITY









BUDDHAJIT REALITY

—Le Liema

ुआयकर विभाग INCOMETAX DEPARTMENT AVIJIT SAHA



भारत सरकार GOVT OF INDIA

BASUDEV SAHA

20/07/1979

Permanent Account Number

CFIPS8983R

Avida sakas

Signature

Arion Sinh

BUDDHAJIT REALITY

LEMENA

e-Challan

19-201819-027001873-1

Payment Mode

No.: 15240001243514/2/2018 [Query No./Query Year]

Online Payment

jate: 02/08/2018 08:54:27

Bank:

State Bank of India

+91 9433222175

IK00RZJZP5

BRN Date:

02/08/2018 08:55:23

Name .

Goutam Chakraborty

Contact No. 1

E-mail:

Address:

6 opost

Applicant Name:

Mr Goutam Chakraporty

Office Name:

Office Address:

Status of Depositor :

Purpose of payment / Remark

Agreement or Construction agreement

PAYMENT DETAIL

dentification Si. No.

15240001243514/2/2018

anistration- Stamp duty

15020

15240001243514/2/2018

Property Registration- Registration

0030-03-104-001-16

Total

15041

In Words:

Rupees Fifteen Tricusand Forty One only

BUDDHAJIT REALITY ANO A SIL

Major Information of the Deed

No:	1-1524-04507/2018	Date of Registration	02/08/2018
No / Year	1524-0001243514/2018	Office where deed is r	egistered
ry Date	01/05/2018 8:24:08 PM	A.D.S.R. SODEPUR, D	strict: North 24-Parganas
plicant Name, Address Other Details	Goulam Chakraborty 6, O P O St, Thana: Hare Street, 9433222175, Status: Advocate	District : Kolkata, WEST BEN	GAL, Mobile No. :
ransaction		Additional Transaction	
	Agreement or Construction	[4305] Other than Immo Declaration [No of Declar	vable Property, ration : 2]
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,04,66,879/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban

Land Details:

District: North 24-Parganas, P.S.- Khardaha, Municipality: PANIHATI, Road: Ferry Fun Road, Mouza: SODEPUR, Premises No. 9, Ward No: 31, Holding No:9

Sch	Plot Number	Khatian	Land Proposed	and the second second	Area of Land		Market Value (In Rs.)	
L1	RS-821	RS-941	Bastu	Bastu	5 Katha 8 Chatak	1/-	1,01,20,004/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
	Grand	Total:			9.075Dec	1/-	101,20,004 /	

Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	500 Sq Ft.	1/-	3,46,875/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete

Total:	500 sq ft	1/-	3,46,875 /-

Major Information of the Deed - I-1524-04507

BUDDHAJIT REALITY Anish sala

ame,Address,Photo,Finger print and Signature

Mr DILIP KUMAR DASGUPTA

Son of Late Amulya Prasanna Dasgupta Executed by: Self, Date of Execution: 02/08/2018 , Admitted by: Self, Date of Admission: 02/08/2018 ,Place

Name -



butto line dee 9

92/98/2018

Signature

: Office

Holding No.9, Ferry Fun Road H.B.Town, P.O:- Sodepore, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ARUPD6582D, Status : Individual, Executed by: Self, Date of Execution: 02/08/2018

Photo: Fringerprint

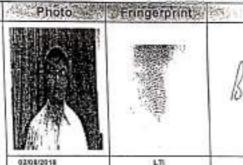
, Admitted by: Self, Date of Admission: 02/08/2018 ,Place: Office

Mr BISWANATH DASGUPTA (Presentant)

Name

Son of Late Amulya Prasanna Dasgupta Executed by: Self, Date of Execution: 02/08/2018 Admitted by: Self, Date of Admission: 02/08/2018 ,Place

: Office





Biswanath Arrayopta

Signature

02/08/2016 Holding No.9, Ferry Fun Road H.B.Town, P.O:- Sodepore, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACMPD5774G, Status :Individual, Executed by: Self, Date of Execution: 02/08/2018

Admitted by: Self, Date of Admission: 02/08/2018 ,Place: Office

Name 3 Mr SABYASACHI DASGUPTA

Son of Late Dipak

Dasgupta

Executed by: Self, Date of Execution: 02/08/2018 , Admitted by: Self, Date of Admission: 02/08/2018 ,Place

: Office

-	Photo



Fringerprint

Volumes Dugue is

Holding No.9, Ferry Fun Road H.B.Town, P.O:- Sodepore, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ALJPD9245Q, Status Individual, Executed by: Self, Date of Execution:

Admitted by: Self, Date of Admission: 02/08/2018 Place

Major Information of the Deed - I-1524-04507/2018/02/08/2010

BUDDHAJIT REALITY

Signature Photo Fringerprint Name ... Mrs SUKLA DASGUPTA Wife of Late Dipak Sulle oug to Dasgupta Executed by: Self, Date of Execution: 02/08/2018 Admitted by: Self, Date of Admission: 02/08/2018 ,Place Office C2/08/2018

Holding No.9, Ferry Fun Road H.B.Town, P.O:- Sodepore, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BTIPD3302A, Status :Individual, Executed by: Self, Date of

Execution: 02/08/2018 , Admitted by: Self, Date of Admission: 02/08/2018 ,Place: Office

CARIOD	per Details :	Signature
I Na	ame,Address,Photo,Finger print and	
lo		aranagar, P.S Baranagar, District:-North 24-Parganas, West Bengal, 38Q, Status::Organization, Executed by: Representative
BU	JDDHAJIT REALITY	aranagar, P.S Baranagar, District - North 24-7 angular
28	3. Joy Narayan Banerjee Lane, P.O.	saranagar, P.S:- Baranagar, District by: Representative 38Q, Status :Organization, Executed by: Representative

Representative Details:

Name,Addre	ss,Photo,Finger p	-ver mark	Finger Print	Signature
1 STEAT N	ame	Photo Land	Salandara	-11
Self, Date of	tion - , Admitted by: Admission:			Maria de Sela
		Aug 2 2018 1:51PM	LTI 62/08/2018	
39, Joy Nari Bengal, Ind	ayan Banerjee La a, PIN - 700036,	ne, P.O:- Barana Sex: Male, By Ca serresentative, R	igar, P.S:- Baran aste: Hindu, Occi epresentative of	agar, District:-North 24-Parganas, We agar, District:-North 24-Parganas, We apation: Business, Citizen of: India, , P BUDDHAJIT REALITY (as par

Identifier Details : Name & address 6, O.P.O.St. P.O:- Gpo, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male. By Caste Hindu, Occupation: Advocate, Citizen of: India. , Identifier Of Mr DILIP KUMAR DASGUPTA, Mr BISWANATH DASGUPTA, Mr SABYASACHI DASGUPTA, Mrs SUKLABA 02/08/2018 horstone Charles BUDDHAJIT REALITY Anish solo 10 or information of the Deed +1-1524-04507/20 Partner ent is pictally righed

1 3	of property for L1	To. with area (Name-Area)		
k	Mr DILIP KUMAR DASGUPTA	BUDDHAJIT REALITY-3.02497 Dec		
1	Mr BISWANATH DASGUPTA	BUDDHAJIT REALITY-3.02497 Dec BUDDHAJIT REALITY-1.51244 Dec		
-+	Mr SABYASACHI DASGUPTA			
-	Mrs SUKLA DASGUPTA	BUDDHAJIT REALITY-1.51262 Dec		
	fer of property for S1			
		To. with area (Name-Area)		
No.	From	BUDDHAJIT REALITY-125.00000000 Sq Ft		
	Mr DILIP KUMAR DASGUPTA			
		B U D D H A J I T REALITY-125.00000000 Sq Ft		
	Mr BISWANATH DASGUPTA	V 3 CANADA MARIA CANADA MARIA MA		
_		BUDDHAJIT REALITY-125.00000000 Sq Ft		
	Mr SABYASACHI DASGUPTA			
	Mrs SUKLA DASGUPTA	BUDDHAJIT REALITY-125.00000000 Sq Ft		
	Mrs SUKLA DASSO! !!!	1		

Endorsement For Deed Number: I - 152404507 / 2018

· 法基础的 " On 02-08-2018 Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

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

Presented for registration at 12:09 hrs. on 02-08-2018, at the Office of the A.D.S.R. SODEPUR by Mr. BISWANATH DASGUPTA, one of the Executants.

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

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

Execution is admitted on 02/08/2018 by 1. Mr DILIP KUMAR DASGUPTA, Son of Late Amulya Prasanna Dasgupta, Holding No.9, Ferry Fun Road H.B. Town, P.O: Sodepore, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person, 2. Mr BISWANATH DASGUPTA. Son of Late India, PIN - 700110, by caste Hindu, by Profession Retired Person, 2. Mr BISWANATH DASGUPTA. Son of Late Amulya Prasanna Dasgupta, Holding No.9, Ferry Fun Road H.B.Town, P.O. Sodepore, Thana. Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindur by Profession Retired Person, 3. Mr SABYASACHI DASGUPTA. Son of Late Dipak Dasgupta, Holding No.9, Ferry Plan Road H.B.Town, P.O. Sodepore, Thana Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700130, Di Caste Hindu, by Profession Service, 4. Mrs BUKLA DASGUPTA, Wife of Late Dipak Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana BUKLA DASGUPTA, Wife of Late Dipak Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana Bukla Dasgupta, Holding No.9, Perry Fun Road H.B. Town, P.O. Sodepore, Thana

f.ta;or Information of the Deed -1-1524-04507/2018-02/08/2018

Anish sale

nd by Mr Goutam Chakraborty, , , Son of Mr T P Chakraborty, 6, O P O St. P O. Gpo, Thana: Hare Street, . wn: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

ution is admitted on 02-08-2018 by Mr Avijit Saha, partner and attorney, BUDDHAJIT REALITY nership Firm), 28/3, Joy Narayan Banerjee Lane, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, st Bengal, India, PIN - 700036

detified by Mr Goutam Chakraborty, , , Son of Mr T P Chakraborty, 6, O P O St, P O Gpo, Thana: Hare Street, , ity/Town. KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees

paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2018 8:55AM with Govt. Ref. No: 192018190270018731 on 02-08-2018, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00RZJZP5 on 02-08-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

Stamp: Type: Impressed, Serial no 84291, Amount: Rs.5,000/-, Date of Purchase: 31/07/2018, Vendor name: A K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2018 8:55AM with Govt. Ref. No: 192018190270018731 on 02-08-2018, Amount Rs: 15.020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00RZJZP5 on 02-08-2018, Head of Account 0030-02-103-003-02

Marneym Shot

Maitreyee Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR North 24-Parganas, West Bengal

> BUDDHAJIT REALITY LIB -45 MA

> > Partner

Major Information of the Deed - I-1524-04507/20

13/08/2018 Query No -15240001243814 2018 Deed No. 1 - 1524040 18 Decument in digitally septied

Pana FAM 55

plume number 1524-2018, Page from 143912 to 143967 eing No 152404507 for the year 2018.



Digitally signed by Maitreyee Ghosh Date: 2018.08.08 13:42:50 +05:30 Reason: Digital Signing of Deed.

Maixneyer Ghat

(Maitreyee Ghosh) 08-08-2018 13:42:15
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

BUDDHAJIT REALITY

ANON Sale

Partner

(This document is digitally signed.)

08/08/2018 Query No -15240001243514 / 2018 Deed No :1 - 152404507 / 2018, Document is digitally signed

Done 55 of 55