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Certified that the Endorsement  
 Sheet's and the Signature Sheet's  
 attached to this document  
 are part of the Document,

  
 Additional District Sub-Registrar  
 BURDWAN  
 22 JUL 2015

THIS AGREEMENT MADE AT BURDWAN ON THIS 22 TH DAY OF JUNE 2015

BETWEEN

(1) JYOTI PROKASH DAS son of Late Dibakar Das, by caste - Hindu, by profession - enjoyment of the usufracts of the property, residing at Khaja Anowar berth, P.O. - Sripally, P.S. & District - Burdwan, PAN ADJPD4232F (2) GAN PROKASH DAS, son of Late Dibakar Das, by caste - Hindu, by profession - enjoyment of the usufracts of the property, residing at Khaja Anowar berth, P.O. - Sripally, P.S. & District Burdwan, PAN - AEVPD7704F, (both are herein after called the OWNERS (which express on shall

22 June 2015  
 Jyoti Prokash Das

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unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the **FIRST PART**.

**AND**

**M/S. ELITE CONSTRUCTION**, having its registered office at Bishalakshmi Bhavan, 73, No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, represented through its partners -

- (1) **RAJ KUMAR SHAW** s/o Harish Chandra Shaw, by caste Hindu, by profession - Business, resident of Lakshmi Niwas, Badshahi Road, Sharma Para, P.O., P.S. & Dist. Burdwan - 713101.
- (2) **DIGBIJOY DEY** s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepuratapur, P.O., P.S. & Dist. Burdwan - 713101.
- (3) **SASWATA CHAKRAVARTTY** s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101.
- (4) **SUBRATANANDI** s/o Sudhir Nandi, by caste Hindu, by profession - Business, resident of Kult, Sreepur Road, P.O., P.S. - Kult, Dist. Burdwan.

All are hereinafter called the **DEVELOPER / CONTRACTOR** (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the **OTHER PART**.

**WHEREAS** the **OWNERS** are absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

**AND WHEREAS** the "A" schedule property originally belonged to Renu Bala Dasi and Dibakar Das and their names had been recorded in the R.S.R.O.R. and after the death of Renu Bala Dasi her property devolved upon his only legal heirs son Dibakar Das and therefore Dibakar Das was the absolute owner and possessor of the 'A' Schedule Property.

**AND WHEREAS** after the death of said Dibakar Das, his property devolved upon his legal heirs namely his wife i.e. Padma Rani Das, two sons i.e. Jyoti Prokash Das and Gan Prokash Das and four daughter i.e. Shipra Maghi, Jyotshana Das, Pratima Das, Shubhra Das & Samapti Roy.

**AND WHEREAS** the aforesaid Padma Rani Das, Jyoti Prokash Das, Gan Prokash Das, Shipra Maghi, Jyotshana Das, Pratima Das, Shubhra Das & Samapti Roy acquired undivided  $\frac{1}{8}$  share each of the 'A' Schedule property.

**AND WHEREAS** during ownership and possession of the said property Padma

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Rani Das, Shipra Maghi, Jyotshana Das, Pratima Das, Shubhra Das & Samapti Roy transferred their undivided  $\frac{9}{16}$  share in the 'A' schedule property in favour of the present owner Jyoti Prokash Das, Gan Prokash Das i.e. the First Part by dint of a registered deed of gift bearing Deed No. 7087 for the year 2000 which was executed and registered on 30.10.2000 and was registered before the office of the Additional District Sub Registrar, Burdwan.

AND WHEREAS the present owner Jyoti Prokash Das, Gan Prokash Das i.e. First Part acquired absolute ownership and possession of the entire 'A' Schedule Property and thereby they mutated their names in the Office of B.L. & L.R.O., Burdwan and as well as before the office of Burdwan Municipality and paying land revenues and rent and taxes of the 'A' Schedule property.

AND WHEREAS the present owner Jyoti Prokash Das, Gan Prokash Das i.e. First Part freely, openly, without any hindrances whatsoever is owing and possessing the 'A' Schedule Property and got their name recorded in the L.R. Record of Right under L.R. Khatian Nos. 171 & 184 of Mouza - Khaja Anowarberh.

AND WHEREAS the said present owners namely Jyoti Prokash Das, Gan Prokash Das i.e. First Part are desirous of construction of a multi-storied building containing several self contained Flats/Parkings etc. But for want of time, experience and fund they are unable to proceed with such a project.

AND WHEREAS the OWNERS are in need of an firm/person/company, who will take up the project and start and complete the G+IV storied residential building project containing several self contained Flats/Parkings etc. by taking all sorts of steps for developing the said property and will start and completing the proposed G+IV storied building project by providing fund from his/their own source.

AND WHEREAS the DEVELOPER is engaged in civil construction and development of immovable properties. The OWNERS have approached the DEVELOPER to take up the project and complete the same by providing fund from his own source.

AND WHEREAS the DEVELOPER has agreed to take up the project for development of the said property and to provide funds for the said project thereupon.

AND WHEREAS the OWNERS and DEVELOPER after due discussion over the modus operandi and the terms and conditions of the development, they have mutually agreed.

AND WHEREAS the DEVELOPER has agreed to enter this agreement on the representation of the OWNERS that they are the absolute owners and in possession of the said property and they are entitled to enter into this agreement.

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**AND WHEREAS** the DEVELOPER has submitted a scheme for construction of G+IV storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan, sanction in respect whereof is to be obtained from Burdwan Municipality on terms that the DEVELOPER would make construction of the proposed building and with the authority and power to procure intending purchasers of flats/units/parking spaces comprising in the proposed G+IV storied building and would make as an agent for the intending purchasers to be secured by the DEVELOPER and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNERS who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

**AND WHEREAS** the aforesaid OWNERS have accepted the said proposal of the DEVELOPER and they hereby agree to appoint the DEVELOPER for developing the property more fully described in the "A" schedule here under written by making construction of the proposed G+IV storied building comprising several flats/units/parking spaces whom the DEVELOPER would procure on his own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER for the Flats/ Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written, save and except the land which will be allotted in favour of the OWNERS after obtaining sanctioned plan from Burdwan Municipality.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

**ARTICLE - I**

**Definitions** Unless in these presents there is something in the subject of context inconsistent with.

- 1.1. **PREMISES** shall mean the premises situated at P.S. & Dist. Burdwan, A.D.S.R., Burdwan, Mouza Mouza Khaja Anowarberh, J.L. No. 36, R.S. Khatian - 389, 332, 282, 390, 391 & 292, L.R. Khatian - 171 & 184, R.S. Plot - 135, 134, 143, 142, 141 & 144, L.R. Plot - 189, 190, 192, 195, 196 & 193, Class - Bastu &

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Bhiti, Total Area - 0.27 Acres, under Mohalla - Berh North Para, Holding No. 137, Ward No. - 17 within Burdwan Municipality, A.D.S.R. Office P.S. & Dist. Burdwan, in the State of West Bengal.

- 1.2 **OWNERS** shall mean (1) JYOTI PROKASH DAS (2) GAN PROKASH DAS, Both are sons of Late Dibakar Das, by caste - Hindu, by profession - enjoyment of the usufructs of the property, both are residing at Khaja Anowar berh, P.O. - Sripally, P.S. & District - Burdwan. (which expression shall unless included by on repugnant to the context be deemed to mean and into his/her/their and each of his/her/their respective heirs, executors, administrators and legal representatives).
- 1.3 **DEVELOPER** shall mean M/S. ELITE CONSTRUCTION, having its principal office at Bishalakshmi Bhavan, 73. No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, Represented through its partners (1) **RAJ KUMAR SHAW** s/o Harish Chandra Shaw, by caste Hindu, by profession - Business, resident of Lakshmi Niwas, Badshahi Road, Sharma Para, P.O., P.S. & Dist. Burdwan - 713101, (2) **DIGBHOY DEY** s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepuratappur, P.O., P.S. & Dist. Burdwan - 713101, (3) **SASWATA CHAKRAVARTTY** s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101 (4) **SUBRATA NANDI** s/o Sudhir Nandi, by caste Hindu, by profession - Business, resident of Kulti, Sreepur Road, P.O., P.S. - Kulti, Dist. Burdwan., (which express on shall unless excluded his respective heirs, executors, administrators, legal representative and assigns)
- 1.4 **BUILDING** shall mean proposed G+IV storied building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans to be sanctioned by competent authorities and other authorities for construction of flats/car parking spaces etc. over the "A" schedule property, which shall also include parking spaces in the building.
- 1.5 **ARCHITECT** shall mean any technically experienced qualified person or persons of the firm or firms to be appointed by the Developer as Architect of the said building to be constructed over the "A" schedule.
- 1.6 **BUILDING PLAN** shall mean the plan/drawings of the proposed G+IV storied building to be constructed over the "A" schedule property to be prepared by the Architect and submitted (subject to the approval of the Owners) to the competent authorities for construction of the multi-storied building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities

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- 1.7 **COMMON FACILITIES / PORTIONS** shall includes paths, passages, roofs, foundations, columns, beams, supports, main wall, stairs, stairways, fire-escapes, entrances & exits, tanks, motors, pump and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owners of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.
- 1.8 **CONSTRUCTED SPACE** shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.
- 1.9 **OWNERS' ALLOCATION** shall mean and include 38% of the constructed area of the proposed G+IV storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and remaining portion shall be adjusted either by money or by constructed portion and the same will be mutually determined by executing separate supplementary agreement. The said Flats and Car parking space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement.
- 1.10 **DEVELOPER'S ALLOCATION** shall mean excepting the Owners' area, the remaining 62% constructed area out of the total area in the proposed G+IV storied building to be constructed over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with modern fittings and fixtures subject to sanction of total F.A.R. TOGETHER WITH right over the roof for its maintenance and fixing up overhead tank with water distribution line and other necessity of the building. The Flats & Car Parkings Space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement.
- 1.11 **SALEABLE SPACE** means, except the Owners' allocation, the space in the building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **COVERED AREA** shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between two units/flats/parking space

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then one - half of the area under such wall shall be included in each Unit/Flat.

- 1.13 **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.
- 1.14 **TRANSFeree** shall mean the person, Firm, Limited Company, Association or person to whom any space in the building has been transferred or is proposed to be transferred.
- 1.15 **TRANSFER** with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in G+IV storied building to purchaser/s thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of property Act.
- 1.16 **CO - OWNER** shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Building, including the Developer for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 **FLAT/ UNIT** shall mean the flats and/or other space or spaces intended to be built and or constructed and/or the covered area capable of being occupied.
- 1.18 **COMMON EXPENSES** shall include all expenses to be incurred by the co - owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.19 **COMMON FACILITIES AND AMENITIES** shall mean the Corridors, Ways Stairways, Stair Passage Ways, Drive Ways, Roof, Pump, Tube well Under ground and Overhead tank, Meter Room Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.20 **COMMON PURPOSES** shall mean the purpose of managing and maintaining the building over the schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co - owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.21 **SUPER BUILT-UP AREA** shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty five

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Percent) of the built-up and/or the covered area of the Unit/Flat.

- 1.22 **UNIT/FLAT** shall according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Unit/s/Flat/s in the Building/s and shall also include the Developer herein and the owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.23 **DEVELOPER'S ADVOCATE** shall mean SRI DIPANKAR ROY of Burdwan District Judges' Court Burdwan, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.
- 1.24 **MASCULINE GENDER** Shall include the feminine and neuter gender and vice versa.
- 1.25 **SINGULAR NUMBER** Shall include the plural and vice versa.

#### ARTICLE - II

##### THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

- 2.1 That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2.2 That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3 That no proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.4 That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal.
- 2.5 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.6 That there is absolutely no impediment or bar in matter of this agreement/ understanding or sale of the said property as contemplated in these present.
- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said

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- 2.8 The Owners shall supply all original documentary evidences in respect of the property to the Developer.
- 2.9 The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the said multi-storied buildings and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owners shall vacate the said property/premises on the date of execution of the present agreement.

**ARTICLE - III**

**THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRMS AS FOLLOWS**

- 3.1 The Developer has vast experience, sufficient infrastructure, sufficient fund and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 3.2 The Developer on good faith is satisfied with regard to the Owners' title over the schedule property according to the oral assurance and representations made by the Owners.
- 3.3 In case there is any damage to the building or unforeseen situation happens to any workmen, labourers in course of construction, the Developer will personally liable for the same and shall indemnify the Owners from all costs, consequences and damages arising thereof.
- 3.4 The Owners will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property.
- 3.5 The Developer shall at his/their own costs and expenses apply and obtain all necessary permission certificate from all appropriate authority or authorities as may be required for the purpose of completion of the said building in the said premises.
- 3.6 The Developer shall at his own costs complete of proposed G+IV storied building over the schedule property.
- 3.7 The Developer acting on behalf of the Owners as Attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the Architect and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and, or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building

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expeditiously and without delay.

- 3.8 The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the Architect, Sanction fee charged or to be charged by the competent authority and supervision in the course of construction of the Building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer.
- 3.9 The Owners shall be entitled to periodically supervise the progress of construction of the Buildings over the property.
- 3.10 That the Developer has every right to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the multi-storied building over the "A" schedule property mentioned hereunder and if in any case any consent in writing or signature of the Owners are required for the said purpose the Owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

**ARTICLE - IV**

**OCCUPANT**

- 4.1 All the areas to be vacated by the Owners in all respect and give permission to the Developer for the purpose of construction within 15 days from the date of execution of the agreement.

**ARTICLE - V**

**COST OF CONSTRUCTION / COMPLETION**

- 5.1 The entire cost of construction of the building or whatsoever nature shall be born by the Developer and such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The Owners shall not be required to contribute any amount in that regard.
- 5.2 The Developer shall commence construction as per sanctioned plan of the authority concerned. Except unavoding circumstances the Developer shall complete the construction within Forty Eight months from the date of sanction of building plan from the Burdwan Municipality.

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**ARTICLE - VI**

**POSSESSION AND PAYMENT**

- 6.1 Within 15 days from the date of execution of the present agreement the Owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 6.2 That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owners from the intending purchasers for flats/units/ parking spaces, price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.
- 6.3 That the Developer shall be entitled to collect the price of the undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to his/their allocation.
- 6.4 The flats will not be considered as complete unless the Developer has given notice to this effect to the flat owners and the said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/units/car parking spaces.

**ARTICLE - VII**

**DEVELOPER'S OBLIGATION**

- 7.1 The Developer shall complete the building within Forty Eight months from the date of sanction of building plan from the Burdwan-Municipality. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation, failing which the Developer shall compensate to the Owners till the completion of such building in all respect and deliver the possession of the allocation complete an all respect.
- 7.2 The Developer shall not make any deviation of sanctioned plan in construction of the said building over the "A" schedule property without consent of the Owners.
- 7.3 That before execution of the Sale Deed/s, the Draft of the same should be approved by the Owners and the Owners should be make party to convey the proportionate land of the respective Flats of the Developer's Allocation.

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**ARTICLE - VIII**

**SPACE ALLOCATION**

- 8.1 That the Owners will get 38% of the constructed area of the proposed G+IV storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and the rest constructed portion will be allotted in favour of the Developer. The Flats and Car parking space will be specifically demarcated mutually after getting sanction plan and by executing a separate supplementary agreement.
- 8.2 The Owners and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- 8.3 That if and when the local authority permits to extend any further floor over the existing G+IV storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by Flat area of the extended portion over the existing G+IV storied building or by the then market value for their allocation by executing a separate supplementary Agreement.

**ARTICLE - IX**

**DELIVERY OF POSSESSION**

- 9.1 The Developer hereby agrees to deliver possession of the Owners' Allocation after completing the building in all respect within 48 months from the date of sanction of building plan. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation or as the case may be.
- 9.2 That the Owners shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Authority.

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**ARTICLE - X**

**ARCHITECTS, ENGINEERS ETC.**

- 10.1 That for the purpose of the development of the schedule property, the Developer shall be alone responsible to appoint Architect for the proposed building and the certificate given by the Architect regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- 10.2 The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.
- 10.3 The Developer shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation/breach/default in complying with any statutory/engineering requirements shall be to their account and they shall keep the Owners wholly indemnified against any claims/demands on this account.

**ARTICLE-XI**

**INDEMNITY**

- 11.1 The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses, liabilities, costs or claims, actions or proceedings thus arising.
- 11.2 The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the Owners.
- 11.3 The present will be in force till the completion of the project and during pendency of the project if any party dies, his/her/their legal heirs/ successors/ administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.

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- 11.4 The Owners shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owners' Allocation.
- 11.5 The Owners agree and undertake not to cause any interference or hinderance in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach of terms & conditions of the agreement, the Owners shall be bound to pay compensation & interest as per banking rate.
- 11.6 The Owners shall personally bear all costs relating to the ownership of their property and if any dispute arises regarding their ownership of the property at that time the Owners will bear all costs of the suit/case/proceeding. If the Owners fail to conduct the said suit/case/proceeding at that time the Developer as Attorney Holder will conduct the same and the costs of the suit/ case along with related expenses will be deducted from the share of the Owners.
- 11.7 That the Owners will get 38% of the constructed area of the proposed G+IV storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and the rest constructed portion of the proposed G+IV storied building over the "A" schedule property will remain for the Developer. The Flats and Car parking space will be specifically demarcated mutually after getting sanction plan and by executing a separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing G+IV storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by Flat area of the extended portion over the existing G+IV storied building or by the then market value for their allocation by executing a separate supplementary Agreement.

#### ARTICLE-XII

#### MAINTENANCE

- 12.1 The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owners till the Owners' Allocation is handed over after completing the building in all respect.
- 12.2 The Owners and the Developer from the date of delivery of possession of the

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*Any  
Adv.*

(Page- 15)

Owners' Allocation, maintain their portion at their own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.

- 12.3 That after the said building is completed and the Owners' Allocation is delivered, the Developer will form an Association with the Owners and Occupants of the various flats and form such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the Owners shall be liable to make payment of proportionate share of the maintenance charges payable in respect thereof.
- 12.4 That until such Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owners making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.

#### ARTICLE - XIII

##### OBLIGATIONS OF THE OWNERS

- 13.1 The Owners shall grant a Power of Attorney in favour of the Developer for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority regarding development & amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Burdwan Municipality and all other statutory authorities and to appoint Architects, Contractors, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and to enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary.
- 13.2 The Owners shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively vest to the Developer or its nominee title to the

*Contd. next page*

*Dr. J. K. Das*

Developer's Allocation over the schedule property and for completing the construction work of the building.

- 13.3** The Owners shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed except the Owners' allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
- 13.4** The Owners shall also execute Power of Attorney to empower the Developer to get a co-operative housing society/Association of the flat purchasers in the said new building registered under the Co-operative Societies Act or Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.
- 13.5** That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6** The Owners shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7** The Owners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the said property or any portion thereof at any time hereafter during the continuance of this agreement without the written consent of the Developer.
- 13.8** The Owners hereby further agree and undertake not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed

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building and completing the same.

- 13.9 The Owners hereby further agree and undertake not to cause any interference or hinderance in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach, the Owners shall be bound to pay compensation & interest as per banking rate.
- 13.10 That if and when the local authority permits to extend any further floor over the existing G+IV storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by Flat area of the extended portion over the existing G+IV storied building or by the then market value for their allocation by executing a separate supplementary Agreement.
- 13.11 The Owners will personally bear all costs relating to the ownership of their property and if any dispute arise relating their ownership regarding the schedule property at that time the Owners will bear all costs of the suit/case.

#### ARTICLE - XIV

##### BREACH AND CONSEQUENCE

- 14.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the otherhand if the Owners fail to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.
- 14.2 The Developer shall complete the building within Forty Eight months from the date of sanction of building plan from the Burdwan Municipality. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation, failing which the Developer shall compensate to the Owners till the completion of such building in all respect and deliver the possession of the allocation complete an all respect

*Contd. next page*

*Dr. J. K. Das*

- 14.3** If the Developer fails to carry on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owners shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the Developer and to engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owners any loss that may result to the Owners on account of such abandonment of the project work by the Developer.

**ARTICLE-XV JURISDICTION**

- 15.1** Court at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this Agreement.

**THE "A" SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of the Bastu land situated at Mouza - Khaja Anowarberh, J.L. No. 36, R.S. Khatian - 389, 332, 282, 390, 391 & 292, L.R. Khatian - 171 & 184,

<u>R.S. Plot</u>	<u>L.R. Plot</u>	<u>Class</u>	<u>Area</u>
135	189	Bastu	0.01 Acre
134	190	Bastu	0.04 Acres
143	192	Bastu	0.02 Acres
142	195	Bhiti	0.04 Acres
141	196	Bastu	0.07 Acres
144	193	Bhiti	0.09 Acres
<b>TOTAL AREA -</b>			<b>0.27 Acres</b>

Under Mohalla - Berh North Para, Holding No. 137, Ward No. - 17 within Burdwan Municipality, A.D.S.R. Office P.S. & Dist. Burdwan, in the State of West Bengal

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By  
[Signature]

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The market value of the property is 65,45,448/- hence the present deed has been prepared upon the stamp valued as assessed.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

**IN WITNESS WHERE OF** the parties have put their respective hands on the 22th day of June' 2015.

*Jyoti Prokash Das.*  
*San Prokash Das.*

Signature of the FIRST PART

**ELITE CONSTRUCTION**  
*Tej Kumar Shaw*  
*Sig Bijoy Das*  
Partner's

**ELITE CONSTRUCTION**  
*Samanta Chakravarty*  
*Subrata Banerjee*  
Partner's

Signature of the SECOND PART

WITNESS:

1. *Alok Chatterjee*  
*S/o Lt. Arit Chatterjee*  
*Vill J-f-o. - Kaiyar*  
*P.S. Khondaghosh.*
2. *Dr. Burdwan*  
*Shri Sankar Das*  
*S/o Lt. Bibakar Dey*  
*Khaja House, B.S.*  
*Burdwan.*

Drafted by me & typed in my office

*Dipankar Roy*  
Advocate

(Dipankar Roy)

Enl. No.

Burdwan Dist Judges' Court.

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Yoti Prakash Das

SIGNATURE: *Yoti Prakash Das*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Gan Prakash Das

SIGNATURE: *Gan Prakash Das*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Raj Kumar Shaha

SIGNATURE: *Raj Kumar Shaha*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little



*sig bijoy dey*

SIGNATURE: *sig bijoy dey*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little



*Sasmita Chakraverty*

SIGNATURE: *Sasmita Chakraverty*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little



*Subrata Nandi*

SIGNATURE: *Subrata Nandi*









Government of West Bengal

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







OFFICE OF THE A.D.S.R. BURDWAN, District Name :Burdwan

Signature / LTI Sheet of Query No/Year 02031000138319/2015

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Jyoti Prokash Das KHAJA ANOWER BERH, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103	Land Lord			Jyoti Prokash Das 30.06.2015
2	Mr GAN PROKASH DAS KHAJA ANOWAR BERH, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103	Land Lord			gan prokash Das. 30.6.15
3	Mr RAJ KUMAR SHAW BADSHAHI ROAD SHARMA PARA, P.O:- BURDWAN, P.S:- Burdwan, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101	Represent ative of Developer [M/S ELITE CONSTR UCTION ]			raj kumar shaw 30/06/2015

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr DIGBIJOY DEY BAJEPRATAPPUR, P.O:- BURDWAN, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101	Represent ative of Developer [M/ S ELITE CONSTR UCTION]			<i>Digbijoy Dey</i> 30/6/2015
5	Mr SASWATA CHAKRABORTY 73 G T ROAD, P.O:- BURDWAN, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101	Represent ative of Developer [M/ S ELITE CONSTR UCTION]			<i>Saswata Chakraborty</i> 5/11/15
6	Mr SUBRATA NANDI KULTI SREEPUR ROAD, P.O:- KULTI, P.S:- Kulti, District:- Burdwan, West Bengal, India, PIN - 713245	Represent ative of Developer [M/ S ELITE CONSTR UCTION]			<i>Subrata Nandi</i> 5/10/15
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr ALOK CHATTERJEE Son of Late AJIT CHATTERJEE KAIYAR, P.O:- KAIYAR, P.S:- Khandaghosh, District:-Burdwan, West Bengal, India, PIN - 713423	Mr Jyoti Prokash Das, Mr GAN PROKASH DAS, Mr RAJ KUMAR SHAW, Mr DIGBIJOY DEY, Mr SASWATA CHAKRABORTY, Mr SUBRATA NANDI		<i>Alok Chatterjee</i> 30/06/2015	

  
(Prasanta Mukhopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
Burdwan, West Bengal

## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

#### Land Lord Details

Name, Address, Photo, Finger print and Signature

Sl.  
No.

1

Mr Jyoti Prokash Das  
Son of Late Dibakar Das  
KHAJA ANOWER BERH, P.O:- SRIPALLY, P.S:- Bardhaman, District:-Burdwan, West Bengal, India, PIN  
- 713103  
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADJPD4232F,  
Status : Self  
Date of Execution : 22/06/2015  
Date of Admission : 30/06/2015  
Place of Admission of Execution : Pvt. Residence

2

Mr GAN PROKASH DAS  
Son of Late DIBAKAR DAS  
KHAJA ANOWAR BERH, P.O:- SRIPALLY, P.S:- Bardhaman, District:-Burdwan, West Bengal, India, PIN  
- 713103  
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEVPD7704F,  
Status : Self  
Date of Execution : 22/06/2015  
Date of Admission : 30/06/2015  
Place of Admission of Execution : Pvt. Residence





**Developer Details**

Name, Address, Photo, Finger print and Signature

Sl  
No.

1

M/ S ELITE CONSTRUCTION  
73 G T ROAD, P.O:- BURDWAN, P.S:- Bardhaman, District:-Burdwan, West Bengal, India, PIN - 713101  
Status : Organization  
Represented by representative as given below:-

1(1)

Mr RAJ KUMAR SHAW  
Son of Mr HARISH CHANDRA SHAW  
BADSHAHI ROAD SHARMA PARA, P.O:- BURDWAN, P.S:- Burdwan, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101  
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,  
Status : Representative  
Date of Execution : 22/06/2015  
Date of Admission : 30/06/2015  
Place of Admission of Execution : Pvt. Residence

(2)

Mr DIGBIJOY DEY  
Son of Late AJIT DEY  
BAJEPRATAPPUR, P.O:- BURDWAN, P.S:- Bardhaman, Burdwan, District:-Burdwan, West Bengal, India,  
PIN - 713101  
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,  
Status : Representative  
Date of Execution : 22/06/2015  
Date of Admission : 30/06/2015  
Place of Admission of Execution : Pvt. Residence

(3)

Mr SASWATA CHAKRABORTY  
Son of Mr SUKUMAR CHAKRABORTY  
73 G T ROAD, P.O:- BURDWAN, P.S:- Bardhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN  
- 713101  
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,  
Status : Representative  
Date of Execution : 22/06/2015  
Date of Admission : 30/06/2015  
Place of Admission of Execution : Pvt. Residence



### Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
(4)	<p>Mr SUBRATA NANDI                      Son of Mr SUDHIR NANDI                      KULTI SREEPUR ROAD, P.O:- KULTI, P.S:- Kulti, District:-Burdwan, West Bengal, India, PIN - 713245                      Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,                      Status : Representative                      Date of Execution : 22/06/2015                      Date of Admission : 30/06/2015                      Place of Admission of Execution : Pvt. Residence</p>

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr ALOK CHATTERJEE                      Son of Late AJIT CHATTERJEE                      KAIYAR, P.O:- KAIYAR, P.S:-                      Khandaghosh, District:-Burdwan, West                      Bengal, India, PIN - 713423                      Sex: Male, By Caste: Hindu,                      Occupation: Law Clerk, Citizen of                      India,</p>	<p>Mr Jyoti Prokash Das, Mr GAN                      PROKASH DAS, Mr RAJ KUMAR                      SHAW, Mr DIGBIJOY DEY, Mr                      SASWATA CHAKRABORTY, Mr                      SUBRATA NANDI</p>	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District: Burdwan, P.S:-                      Barddhaman, Municipality:                      BURDWAN, Road: UMR W17,                      Mouza: Khaje Anwarber, Ward No:                      17</p>	<p>RS Plot No:-                      135                      , RS Khatian                      No:- 389</p>	1 Dec	1,00,000/-	2,42,424/-	<p>Proposed                      Use: Bastu,                      ROR: Bastu,                      Width of                      Approach                      Road: 23 Ft.,                      Adjacent to                      Metal Road,</p>



Sch No.	Land Details					Other Details
	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	
L2	District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W17, Mouza: Khaje Anwarber, Ward No: 17	RS Plot No:- 134 , RS Khatian No:- 332	4 Dec	4,00,000/-	9,69,696/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L3	District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W17, Mouza: Khaje Anwarber, Ward No: 17	RS Plot No:- 143 , RS Khatian No:- 389	2 Dec	2,00,000/-	4,84,848/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L4	District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W17, Mouza: Khaje Anwarber, Ward No: 17	RS Plot No:- 142 , RS Khatian No:- 389	4 Dec	4,00,000/-	9,69,696/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L5	District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W17, Mouza: Khaje Anwarber, Ward No: 17	RS Plot No:- 141 , RS Khatian No:- 389	7 Dec	7,00,000/-	16,96,968/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L6	District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W17, Mouza: Khaje Anwarber, Ward No: 17	RS Plot No:- 144 , RS Khatian No:- 389	9 Dec	9,00,000/-	21,81,816/-	Proposed Use: Bhti, ROR: Bhti, Width of Approach Road: 23 Ft., Adjacent to Metal Road,



Transfer of Property from Land Lord to Developer

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
1.1	Mr GAN PROKASH DAS	M/ S ELITE CONSTRUCTION	0.5	50
	Mr Jyoti Prokash Das	M/ S ELITE CONSTRUCTION	0.5	50
1.2	Mr GAN PROKASH DAS	M/ S ELITE CONSTRUCTION	2	50
	Mr Jyoti Prokash Das	M/ S ELITE CONSTRUCTION	2	50
1.3	Mr GAN PROKASH DAS	M/ S ELITE CONSTRUCTION	1	50
	Mr Jyoti Prokash Das	M/ S ELITE CONSTRUCTION	1	50
1.4	Mr GAN PROKASH DAS	M/ S ELITE CONSTRUCTION	2	50
	Mr Jyoti Prokash Das	M/ S ELITE CONSTRUCTION	2	50
1.5	Mr GAN PROKASH DAS	M/ S ELITE CONSTRUCTION	3.5	50
	Mr Jyoti Prokash Das	M/ S ELITE CONSTRUCTION	3.5	50
1.6	Mr GAN PROKASH DAS	M/ S ELITE CONSTRUCTION	4.5	50
	Mr Jyoti Prokash Das	M/ S ELITE CONSTRUCTION	4.5	50

**D. Applicant Details**

Details of the applicant who has submitted the requisition form	
Applicant's Name	Dipankar Roy
Address	Thana : Barddhaman, District : Burdwan, WEST BENGAL
Applicant's Status	Advocate



Office of the A.D.S.R. BURDWAN, District: Burdwan  
Endorsement For Deed Number : I - 020304030 / 2015

Query No/Year 02031000138319/2015 Serial no/Year 0203003971 / 2015  
Deed No/Year I - 020304030 / 2015  
Transaction [0110] Sale, Development Agreement or Construction agreement  
Name of Presentant Mr Jyoti Prokash Das Presented At Private Residence  
Date of Execution 22-06-2015 Date of Presentation 30-06-2015  
Remarks  
On 02/07/2015

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,000/- and Stamp Duty paid by Draft Rs 10,000/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 982, Purchased on 24/04/2015, Vendor named S Hazra.

**Description of Draft**

1. Rs 10,000/- is paid, by the Bankers cheque No: 627817000382, Date: 29/06/2015, Bank: STATE BANK OF INDIA (SBI), PERBIRHATA BURDWAN.

(Prasanta Mukhopadhyay)  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
Burdwan, West Bengal

On 26/06/2015

**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 65,45,448/-



(Prasanta Mukhopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
Burdwan, West Bengal

- On 30/06/2015

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

Presented for registration at 18:30 hrs on : 30/06/2015, at the Private residence by Mr Jyoti Prokash Das , one of the Executants.

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

Execution is admitted on 30/06/2015 by

Mr Jyoti Prokash Das, Son of Late Dibakar Das, KHAJA ANOWER BERH, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713103, By caste Hindu, By Profession Business  
Indetified by Mr ALOK CHATTERJEE, Son of Late AJIT CHATTERJEE, KAIYAR, P.O: KAIYAR, Thana: Khandaghosh, , Burdwan, WEST BENGAL, India, PIN - 713423, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 30/06/2015 by

Mr GAN PROKASH DAS, Son of Late DIBAKAR DAS, KHAJA ANOWAR BERH, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713103, By caste Hindu, By Profession Business  
Indetified by Mr ALOK CHATTERJEE, Son of Late AJIT CHATTERJEE, KAIYAR, P.O: KAIYAR, Thana: Khandaghosh, , Burdwan, WEST BENGAL, India, PIN - 713423, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 30/06/2015 by

Mr RAJ KUMAR SHAW, , M/ S ELITE CONSTRUCTION , 73 G T ROAD, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101  
Indetified by Mr ALOK CHATTERJEE, Son of Late AJIT CHATTERJEE, KAIYAR, P.O: KAIYAR, Thana: Khandaghosh, , Burdwan, WEST BENGAL, India, PIN - 713423, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 30/06/2015 by

Mr DIGBIJOY DEY, , M/ S ELITE CONSTRUCTION , 73 G T ROAD, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101  
Indetified by Mr ALOK CHATTERJEE, Son of Late AJIT CHATTERJEE, KAIYAR, P.O: KAIYAR, Thana: Khandaghosh, , Burdwan, WEST BENGAL, India, PIN - 713423, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 30/06/2015 by

Mr SASWATA CHAKRABORTY, , M/ S ELITE CONSTRUCTION , 73 G T ROAD, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101



Indetified by Mr ALOK CHATTERJEE, Son of Late AJIT CHATTERJEE, KAIYAR, P.O: KAIYAR, Thana:  
Khandaghosh, , Burdwan, WEST BENGAL, India, PIN - 713423, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 30/06/2015 by

Mr SUBRATA NANDI, , M/ S ELITE CONSTRUCTION , 73 G T ROAD, P.O: BURDWAN, Thana: Barddhaman,  
, Burdwan, WEST BENGAL, India, PIN - 713101

Indotified by Mr ALOK CHATTERJEE, Son of Late AJIT CHATTERJEE, KAIYAR, P.O: KAIYAR, Thana:  
Khandaghosh, , Burdwan, WEST BENGAL, India, PIN - 713423, By caste Hindu, By Profession Law Clerk

(Prasanta Mukhopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BURDWAN

Burdwan, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2015, Page from 12763 to 12796

being No 020304030 for the year 2015.



Digitally signed by PRASANTA  
MUKHOPADHYAY  
Date: 2015.07.09 15:08:20 +05:30  
Reason: Digital Signing of Deed.

*Prasanta*

(Prasanta Mukhopadhyay) 7/9/2015 3:08:20 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
West Bengal.



(This document is digitally signed.)