

BEFORE THE NATIONAL GREEN TRIBUNAL,
(EASTERN ZONE BENCH), KOLKATA

ORIGINAL APPLICATION NO. 70 OF 2025/EZ

BETWEEN

JAYPRAKAS CHAUDHURI

..... APPLICANT

- Vs. -

STATE OF WEST BENGAL & ORS.

..... RESPONDENTS

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Biswijit R/4

24 JUL 2025

Before the Notary of
Alipore Judges Court,
Calcutta-27 X

BEFORE THE NATIONAL GREEN TRIBUNAL,
(EASTERN ZONE BENCH), KOLKATA

ORIGINAL APPLICATION NO. 70 OF 2025/EZ

BETWEEN

JAYPRAKAS CHAUDHURI

..... APPLICANT

- Vs. -

STATE OF WEST BENGAL & ORS.

..... RESPONDENTS

Counter Affidavit on behalf of the respondent Nos. 10 to the Original
Application filed by the applicant. 18/24/25

I, Biswajit Roy son of Late Biswanath Roy, aged about 57 years by
- faith Hindu, by occupation-Business residing at 2879, Nayabad, P.O. &
P.S- Panchasayar, Kolkata- 700094, District- South 24 Parganas, do
hereby solemnly affirm and say as follows:

1. That I am respondent no.10 herein and I am also well acquainted
with the facts and circumstances of the instant case. I am
competent to make and affirm this affidavit.
2. A copy of the instant application was served upon me and I have
perused the said application and have understood the purported,
contents and/or tenor thereof.



Biswajit Roy

24 JUL 2025

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3. Before dealing with the various allegations and/or statements made in the different paragraphs of the said affidavit, I submit that the said application contains many incorrect allegations and/or statements which have been deliberately made only to mislead this Hon'ble Tribunal. I reserve my right to make further submissions on the issue at the time of hearing, if necessary.
4. Now I proceed to deal with the various averments and/or statements made in various paragraphs of the said affidavit. The statements and/or averments which are not specifically dealt with hereinafter are deemed not to be admitted.
5. With regard to the statements made in paragraph no. 1 of the said application, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records.
6. With regard to the statements made in paragraph no. 2 of the said application, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records.
7. With regard to the statements made in paragraph no. 3 (i) of the said application, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records. It is denied about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents.

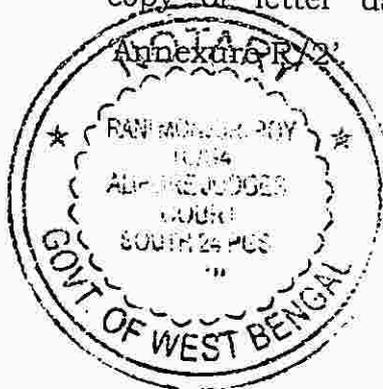


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8. It is specifically stated that although the lands were recorded as water body in record of rights but physically said lands were solid land more than 60 years ago and prior to enactment of West Bengal Inland Fisheries Act, 1984. It is specifically stated that the said plot of land was allotted to one Satadal Sarkar. The Co-operative society allotted share certificate and deed of conveyance in favour to said Satadal Sarkar. Said Satadal Sarkar subsequently transferred to one Himangshu Das & Sumitra Das, the co-operative society transferred also transferred the share certificate in favour of said Himangshu Das & Sumitra Das. Said Himangshu Das & Sumitra Das executed a development agreement in favour of the answering respondent for development. Photostat deed of conveyance, share certificate and development agreement are collectively annexed and marked as 'Annexure R/1'
9. With regard to the statements made in paragraph no. 3 (ii) & (iii) of the said application, I dispute the material allegation made therein by the petitioner and I further deny about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents. I specifically state that one of the signatory of the letter dated 06.06.2009 being Dr Swapan Kumar Nandi lodged a complaint before Director of Fisheries about illegal filing of Ponds and wherein the Fisheries Department upon physical verification came to a finding by letter dated 10.08.2007 that allegation of filling up of the water body and/or tank is uncalled for as no existence of water body in the alleged place is present. Photostat copy of letter dated 10.08.2007 is annexed and marked as

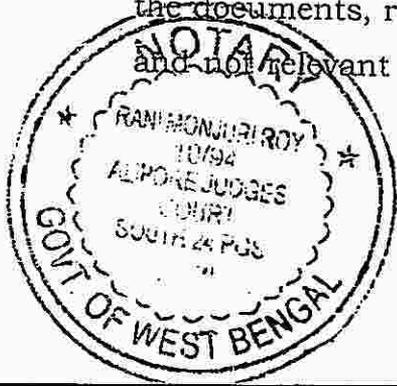


Biswajit Roy

24 JUL 2025

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10. With regard to the statements made in paragraph no. 3 (iv), (v), (vi) & (vii) of the said application, I dispute the material allegation made therein by the petitioner and I further deny about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents. I specifically state that the ARCS of the Co-operative Department made a specific enquiry over the allegation of filling up of the water body and/or tank and found the same uncalled for. I further state that Fisheries Department given a no -objection for conversion of the land from Beel to Bastu by memorandum dated 05.08.2011. Photostat copy of Enquiry Report and Memorandum dated 05.08.2011 are collectively annexed and marked as 'Annexure R/3'.
11. With regard to the statements made in paragraph no. 3 (viii), (ix), (x), (xi), (xii), (xiii) & (xiv) of the said application, I dispute the material allegation made therein by the petitioner and I further deny about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents. It is stated that the documents, relied upon by the applicant herein, are redundant and not relevant in this context as the clear picture of nature and physical status of the said property cannot be assessed by such documents.
12. With regard to the statements made in paragraph nos. 4 and 5 of the said affidavit, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records. It is stated that the documents, relied upon by the applicant herein, are redundant and not relevant in this context as the clear picture of nature and



24 JUL 2025

Biswajit RAY

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physical status of the said property cannot be assessed by private documents.

- 13. Save and except matters of record and save what has been stated by me hereinbefore I do not admit any statement, averment, contention, submission as made/raised in the said application as if the same are expressly denied by me in seriatim and specifically traversed.
- 14. With reference to the statements made in paragraphs 6 and 7 of the said application and the prayers made therein, the answering Respondent denies and disputes the contentions made therein save and except what are matter of records and further states that none of the prayers are tenable in the eye of law and should not be granted.
- 15. I humbly submit that in the facts and circumstances as narrated hereinabove, this Hon'ble Tribunal may be pleased to dismiss the said Petition with costs.

RANI MONJURI ROY
NOTARY

Room No 17 (POND SIDE)
Kolkata-700027
Regd. No. 10/94
EXP. 23 10 2028

That the statements contained in paragraph nos. 1 to 14 of the foregoing affidavit are true to my knowledge and the rests are my humble submissions before the Hon'ble Tribunal.

solemnly affirmed and declared before me on identification of advocate at Alipur Judges Court, Calcutta under Notaries Act, 1952

Identified by me -

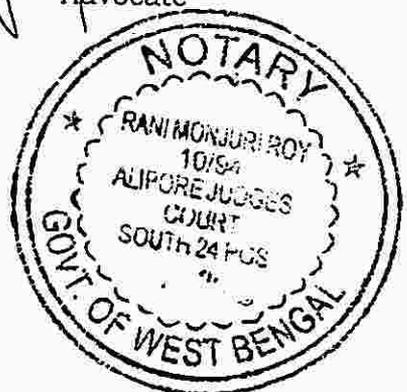
Rajdeep Bhattacharya
Advocate

Biswajit Roy

DEPONENT

Mandy 7.25

RANI MONJURI ROY
Notary, Govt. of West Bengal
Regd. No. 10/94
23 10. 2028



24 JUL 2025

THIS INDENTURE is made on this the 27th day of March in the year Two thousand BETWEEN THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/GAL of 1965) and having its registered office at Jadavpur University P. S. Jadavpur, Calcutta-700 032 in the District of South 24-parganas hereinafter referred to as the VENDOR SOCIETY which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successors assign or assignor legal representative of the ONE PART AND SHRI / SHRIMATI Satadul Sankar son / wife / daughter of Late Khatica Mohan Sankar by occupation Business at present residing at 10, Shalban Nagar, Kolkata a shareholder member of the Vendor Society hereinafter referred to as the PURCHASER MEMBER which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his / her heirs, executors, administrators, representatives and assigns of the OTHER PART of Instruments Rule 19 Market Value Rs 20,000 Deficit Stamp Nil

WHEREAS by a conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-parganas in Book No. 1, Being No. 4092 for the year 1978 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acre 93 decimal) in R. S. Dag Nos. 83, 85, 87, 88, 89, 91, 131, 132, 135, 136, and 139 Khatian No. 101, J. L. No. 25, Touzi No. 56 in Mouza Nayabad P. S. Kasha in the District of South 24-Parganas

Dist. Sub-Registrar III
Alipore South 24 Parganas

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas in Book No. 1 Being No. 390 for the year 1978 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 acres (10 acres and 93 decimals) in R. S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136, and 139 Khatian No. 101, J. L. No. 25, Touzi No. 56 in Mouza Nayabad in P. S. Kasha in the District of South 24-Parganas

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District

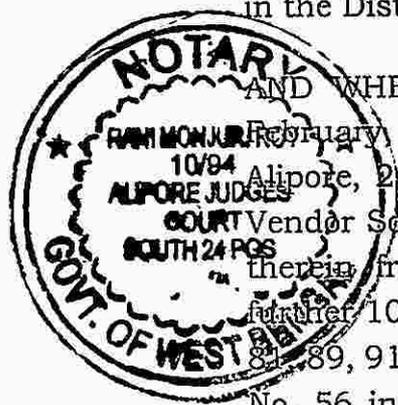
Handwritten notes and signatures on the left margin, including a large 'X' mark and some illegible text.



TYPED COPY

THIS INDENTURE is made on this the 27th day of March in the year Two Thousand BETWEEN THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University P.S. Jadavpur, Calcutta- 700032 in the District of South 24 Parganas hereinafter referred to as the VENDOR SOCIETY which term or expression shall unless exclude its successor or successor, assign or assignor legal representative of the ONE PART AND SHRI/SHRIMATI SATADAL SARKAR, son/wife/daughter of Late Khatra Mohan Sarkar, by occupation - Business at present residing at P-20, Stadium Nagar, Kol- 99 a shareholder member of the Vendor Society hereinafter referred to as the PURCHASER MEMBER which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors administrators, representatives and assigns of the OTHER PART.

WHEREAS by a conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 4092 for the year 1978 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acre 93 decimal) in R.S. Dag Nos. 83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139 Khatian No. 101, J.L. No. 25, Touzi No. 56 in Mouza - Nayabad P.S. Kasba in the District of South 24 Parganas.



AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 1979 and registered at the office of the District Sub-Registrar Alipore, 24 Parganas in Book No. 1 Being No. 590 for the year 1978, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring further 10.93 acres (10 acres and 93 decimals) in R.S. Dag Nos. 83, 85, 87, 89, 91, 131, 132, 135, 136 and 139, Khatian No. 101, J.L. No. 25 Touzi No. 56 in Mouza - Nayabad in P.S. - Kasba in the District of South 24 Parganas.

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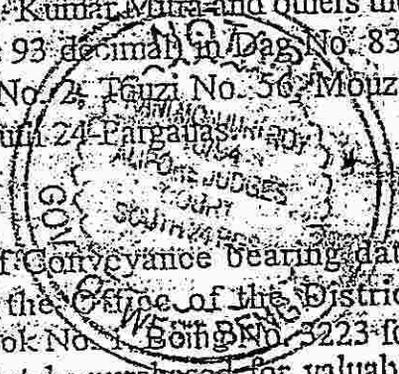
Sub-Registrar, Alipore, 24 Parganas in Book No. 1 Being No. 5334 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Ganesh Chandra Pramanick and others the total land measuring 1 bigha 11 cottahs (0.53 $\frac{1}{2}$ acres) in Dag No. 139, J. L. No. 25, Khatia No. 90, R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24 Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24 Parganas in Book No. 1, Being No. 5335 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kubir Mondal and others the total land measuring 16 cottahs and 8 chittaks (0.28 $\frac{1}{2}$ acres) in Dag No. 139 J. L. No. 25 Khatian No. 90 R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24 Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24 Parganas, in Book No. 1 Being No. 5336 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Methor Bag and others the total land measuring more or less 3 bighas (0.99 acres) in Dag No. 196, J. L. No. 25, Khatian No. 76, R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24 Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24 Parganas in Book No. 1, Being No. 6957 for the Year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sumil Kumar Mitra and others the total land measuring 10.93 acres (10 acres 93 decimal) in Dag No. 83, 135, J. L. No. 25 Khatian No. 101, R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24 Parganas.

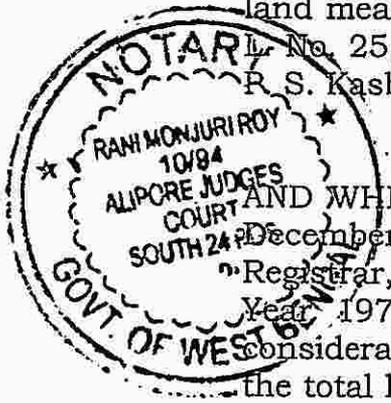
AND WHEREAS by a further Deed of Conveyance bearing date 29th April, 1980 and registered at the Office of the District Sub-Registrar, Alipore, 24 Parganas in Book No. 1 Being No. 5223 for the year 1980, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sumil Kumar Mitra and others the



Sub-Registrar, Alipore, 24-Parganas in Book No.1 Being No. 5334 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Ganesh Chandra Pramanick and others the total land measuring 1 bigha 11 cottahs (0.53¹/₂ acres) in Dag No. 139, J. L. No. 25, Khatia No. 90, R. S No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas in Book No. 1, Being No. 5335 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kubir Mondal and others the total land measuring 16 cottahs and 8 chittäks (0.285 acres) in Dag No. 139 J. L. No. 25 Khatian No. 90 R. S. No. 3, Touzi No. 56, Mouza Nayabad, P.S. Kasba in the District of South 24-Parganas.

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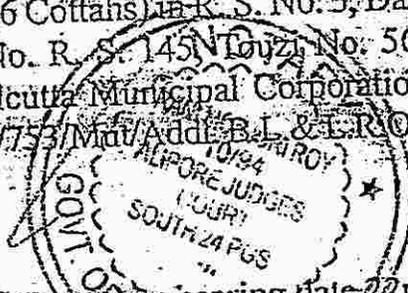
total land measuring 10.92 acres (10 acres 92 decimal) in Dag Nos 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139 J. L. No. 25, Khatian No. 10, R. S. No. 3, Touzi No. 56 Mouza Nayabad P. S. Kasba in the District of South 24 Parganas.

AND WHEREAS the Vendor Society recorded its name with the office J. L. R. O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 6.6.1980 as absolute owner of all the land measuring about 45.52 acres (137 Bighas 5 cottahs 7 chittaks and 31 sq. feet) so purchased from the above mentioned parties and is thus seized and possessed of or/and otherwise well and sufficiently entitled so their absolute and indefeasible right and interest free from all encumbrances, liens, charges, dispendens, attachments, and is in khas possession thereon.

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 2000 and registered at the Office of the District Sub-Register III, Alipur, 24 Parganas (South) in Book No. 1, Being No. 657, for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 cottahs) in R.S. No. 3, Dag No. 191 (part), J. L. No. 25, khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated - Memo: 18/753/Mut/Addl. B. L. & L.R.O./T.M/2001.

AND WHEREAS by a further Deed of Conveyance bearing date 15th February 2000 and registered at the Office of the District Sub-Register III, Alipur, 24 Parganas (South) in Book No. 1, Being No. 765 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba Under Calcutta Municipal Corporation Ward No. 109 and Mutated - Memo No: 18/753/Mut/Addl. B.L. & L.R.O./T.M/2001.

AND WHEREAS by a further Deed of Conveyance bearing date 22nd February, 2000 and registered at the Office of the District Sub-Register III, Alipur, 24 Parganas (South) in Book No. 1, Being No. 874 for the



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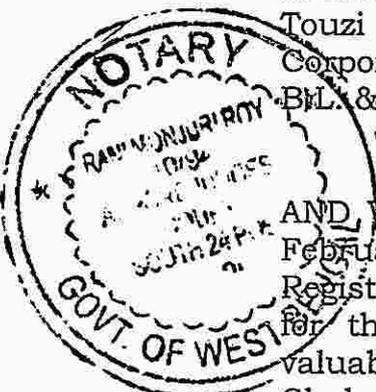
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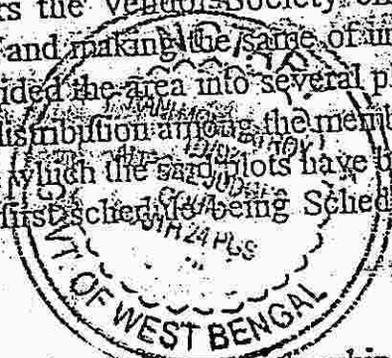
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AND WHEREAS by a further Deed of Conveyance bearing the date 24th March, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24 Parganas (South) in Book No. 1, Being No. 1296 for the year 2000, the Vendor Society, absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring 103125 acre (6 Cottahs and 4 Chittaks) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated Memo : 18/753/Mut/Addl. B. L. & L.R.O./TM/2001.

AND WHEREAS by a further Deed of Conveyance bearing the date 6th June, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24 Parganas (South) in Book No. 1, Being No. 2128 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated - Memo : 18/753/Mut/Addl. B. L. & L.R.O./TM/2001.

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AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members the Vendor Society effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages, and divided the area into several plots of different sizes and measurements for distribution among the members of the Vendor Society. The entire land on which the said plots have been so carved out is fully described in the first schedule being Schedule 'A' hereunder written.

AND WHEREAS pursuant to an application for membership of the
made by the PURCHASER MEMBER for obtaining a

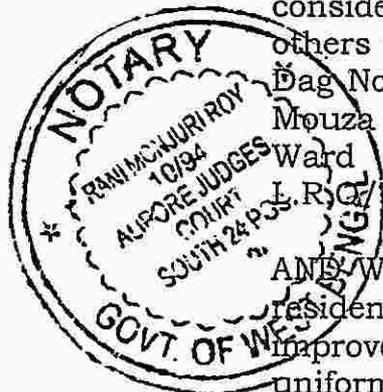


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AND WHEREAS by a further Deed of Conveyance bearing the date 24th March, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 1296 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .103125 acre (6 Cottahs and 4 Chittaks) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R.S.145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated-Memo: 18/753/Mut/Addl. B.L. & L.R.O./T.M/2001.

AND WHEREAS by a further Deed of Conveyance bearing the date 6th June, 2000 and registered at the Office of the District Sub-Register-111, Alipur, 24-Parganas (South) in Book No, 1, Being No. 2128 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R.S.145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated-Memo: 18/753/Mut/Addl. B.L & L.R.O/TM/2001.



AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members the Vendor Society effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages, and divided the area into several plots of different sizes and measurements for distribution among the members of The Vendor Society. The entire land on which the said plots have been carved out is fully described in the first schedule being Schedule 'A' hereunder written. so

AND WHEREAS pursuant to an application for membership of the by the purchaser member for obtaining a

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plot of land and agreeing to comply with the terms and conditions of the Vendor Society for the demise thereof the purchaser member was admitted as a member of the Vendor Society.

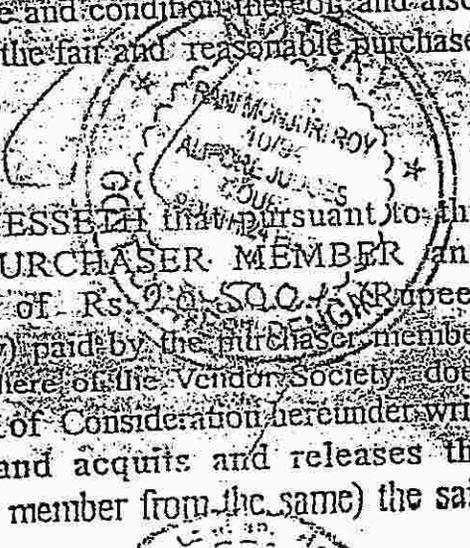
AND WHEREAS by a resolution dated 2.5.87 it was decided by the Vendor Society to allot different plots of land to its different members by lottery and such lottery was held on 31.5.87 whereby the PURCHASER MEMBER was allotted the plot of land more particularly described in Schedule 'B' herein below and hereinafter referred to as the said plot and the PURCHASER MEMBER has accepted such lottery.

AND WHEREAS the PURCHASER MEMBER has paid a sum of Rs. 20,500/- to the Vendor Society from time to time as required by the Vendor Society.

AND WHEREAS the Vendor Society appropriated the said sum of Rs. 20,500/- (Rupees Twenty thousand Five Hundred only) in full payment of the consideration and allotted the said plot to him being all that the plot No. 130 B measuring more or less 2 cottals 8 chittaks 12 sq. ft. (more particularly described in the second Schedule being Schedule 'B' hereunder written and also marked red in the annexed plan) in favour of the PURCHASER MEMBER.

AND WHEREAS the PURCHASER MEMBER has taken inspection of the scheme himself/herself of the plan and of the said allotted plot and has satisfied himself/herself as to size and condition thereof and also that the said sum of Rs. 20,500/- is the fair and reasonable purchase consideration thereof.

NOW THIS INDENTURE WITNESSETH that pursuant to the aforesaid allotment to the PURCHASER MEMBER and in consideration of the said sum of Rs. 20,500/- (Rupees Twenty thousand Five Hundred only) paid by the purchaser member to the vendor society (the receipt where of the Vendor Society does hereby and also by the Memorandum of Consideration hereunder written admits and acknowledges and acquits and releases the demiser premises and the purchaser member from the same) the said



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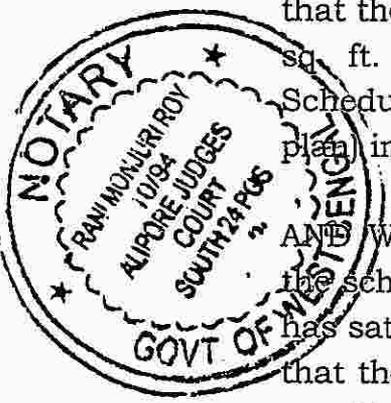
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plot of land and agreeing to comply with the terms and conditions of the Vendor Society for the demise thereof the purchaser member was admitted as a member of the Vendor Society.

AND WHEREAS by a resolution dated 2, 5, 87 it was decided by the Vendor Society to allot different plots of land to its different members by lottery and such lottery was held on 31.5.87 whereby the PURCHASER MEMBER was allotted the plot of land more particularly described in Schedule 'B' herein below and hereinafter referred to as the said plot and the PURCHASER MEMBER has accepted such lottery.

AND WHEREAS the PURCHASER MEMBER has paid a sum of Rs.20,500/- to the Vendor Society from time to time as required by the Vendor Society.

AND WHEREAS the Vendor Society appropriated the said sum of Rs.20,500/- (Rupees. Twenty Thousand Five Hundred only) in full payment of the consideration and allotted the said plot to him being all that the plot No.180B measuring more or less 2 Cottahs 2 chittaks X sq. ft. (more particularly described in the second Schedule being Schedule 'B' hereunder written and also marked red in the annexed plan) in favour of the PURCHASER MEMBER



AND WHEREAS the PURCHASER MEMBER has taken inspection of the scheme himself/herself of the plan and of the said allotted plot and has satisfied himself/herself as to size and condition thereof, and also that the said sum of Rs.20,500/- is the fair and reasonable purchase consideration thereof.

NOW THIS INDENTURE WITNESSETH that pursuant to the aforesaid allotment to the PURCHASER MEMBER and in consideration of the said sum of Rs. 20,500/- (Rupees Twenty Thousand Five Hundred only) paid by the purchaser member to the vendor society (the receipt where of the Vendor Society does hereby and also by the Memorandum of Consideration hereunder written admits and acknowledges and acquits and releases the demister premises and the purchaser member from the same) the said

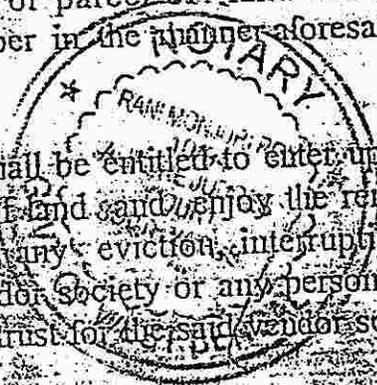
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- 16 -

Vendor Society does hereby SELL, TRANSFER, CONVEY, assign, confirm and assure into the purchaser member ALL THAT the piece and parcel of vacant land being the said Plot bearing plot No. 180/5 measuring about cotahs 2 8 chittaks and sq. ft. more particularly described in the Second Schedule being Schedule B hereunder written and as shown in the annexed plan in red boundary line OR HOW SO EVER OTHER WISE the same is or are heretofore was or were bulled bounded called known numbered described or distinguished TOGETHER WITH ALL AREAS, PATHS, PASSAGES, DRAINS, water courses and all manner of rights liberties, privileges easements, appendages and appertainances whatsoever belonging to or in any way appertaining to the said plot TOGETHER WITH all reversion or reversions, remainder or remainders and the rents issues and profits thereof of the plot hereby sold, transferred and conveyed TO HAVE AND TO HOLD the said piece or parcel of land together with the rights liberties and APARTAINANCES aforesaid to the said PURCHASER MEMBER absolutely and forever free from all encumbrances.

THE VENDOR SOCIETY HEREBY COVENANTS WITH THE PURCHASER MEMBERS AS FOLLOWS :-

- (1) The said plot of land hereby demised and conveyed is till date free from all encumbrances, liens, lispendens, attachments and / or any scheme of acquisition from any authority whatsoever.
- (2) The said vendor society has good right, full power and absolute authority to convey the said piece or parcel of land hereby transferred to the said purchaser member in the manner aforesaid.
- (3) The said PURCHASER MEMBER shall be entitled to enter upon and enjoy the said piece and parcel of land and enjoy the rents, issues and profits thereof without any eviction, interruption, whatsoever by or from the said vendor Society or any person or persons claiming through under or in trust for the said vendor society.

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- (4) The said Vendor Society and all persons claiming through under or in trust for the Vendor Society shall at all times hereafter at the



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Vendor Society does hereby SELL, TRANSFER, CONVEY, assign, confirm and assure unto the purchaser member ALL THAT the piece and parcel of vacant land being the said Plot bearing plot No.180B measuring about collahs 2-8 chittaks and X more particularly described in the Second Schedule being Schedule 'B' hereunder written and as shown in the annexed plan in red boundary line OR HOWSOEVER OTHER-WISE the same is or are heretofore was or were butted bounded called known numbered described or distinguished TOGETHER WITH ALL AREAS, PATHS, PASSAGES, DRAINS, water courses and all manner of rights liberties, privileges easements, appendages and appartainances whatsoever belonging to or in any way apartaining to the said plot TOGETHER WITH all reversion or reversions, remainder or reminders and the rents issues and profits thereof of the plot hereby sold, transferred and conveyed TO HAVE AND TO HOLD the said piece or parcel of land together with the rights liberties and APARTAINANCES aforesaid to the said PURCHASER MEMBER absolutely and forever, free from all encumbrances.

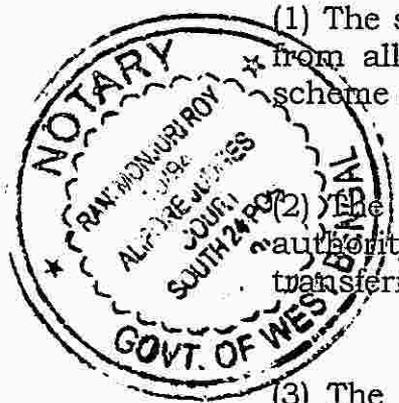
THE VENDOR SOCIETY HEREBY COVENANTS WITH THE PURCHASER MEMBERS AS FOLLOWS :-

(1) The said plot of land hereby demised and conveyed is till date free from all encumbrances, liens, lispensens, attachments and/or any scheme of acquisition form any authority whatsoever.

(2) The said vendor society has good right, full power and absolute authority to convey the said piece or parcel of land hereby aforesaid. transferred to the said purchaser member in the manner aforesaid.

(3) The said PURCHASER MEMBER shall be entitled to enter upon and enjoy the said piece and parcel of land and enjoy the rents, issues and profits thereof without any eviction, interruption, whatsoever by or from the said vendor society or any person or persons claiming through under or in trust for the said vendor society.

(4) The said Vendor Society and all persons claiming through under or trust for the Vendor Society shall at all times hereafter at the

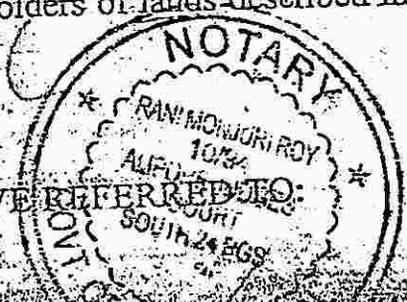


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request and costs of the said purchaser member his/her heirs, executors and assigns do or cause to be done all such acts, deeds, matters and things for more perfectly assuring to the said purchaser member his/her heirs, executors and assigns as may be reasonably required from time to time, and also to produce necessary documents of the title relating to or in anyway connected with the said plot that are being retained by the vendor society.

AND THE PURCHASER MEMBER DOITH HEREBY COVENANT WITH THE VENDOR SOCIETY AS FOLLOWS :-

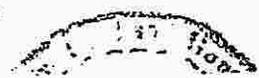
(1) That the Purchaser Member and his assignees and/or transferees in respect of the said plot shall be always bound by the decisions taken by the Vendor Society in so far as the upkeep and maintenance of common facilities and/or conveniences relating to the said plot and the common areas of enjoyment in the.....entire project to which all the plot holders of the lands described in Schedule 'A' hereunder shall be entitled to and the PURCHASER MEMBER shall be bound to pay to the Vendor Society the periodic charges that shall be determined by the Vendor Society from time to time whether FORMALLY DEMANDED OR NOT AND THE VENDOR SOCIETY SHALL BE ENTITLED in case of default on the part of the purchaser member to realise such sums as a money claim or in the alternative to stop and/or discontinue, such common facilities provided always that upon the Purchaser Member duly paying such charges and observing and complying with such decisions as aforesaid, the purchaser member and his assignees and/or transferees shall be free to uninterruptedly use and enjoy the common facilities and conveniences and common areas of enjoyment in exactly the same manner as other plot holders of lands described in Schedule 'A'.



THE FIRST SCHEDULE ABOVE REFERRED TO:
A

ALL THAT the piece and parcel of land measuring more or less 141 bighas 11 cottaks and 31 sq. ft. situated and lying at and being comprised being R. S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136, 139, J. L. No. 25, Touzi No. 56, Khatian Nos. 76, 90, 101, 103 and 104, Mouza Nayabad within P. S. Kasba under Calcutta Municipal Corporation Ward No. 109.

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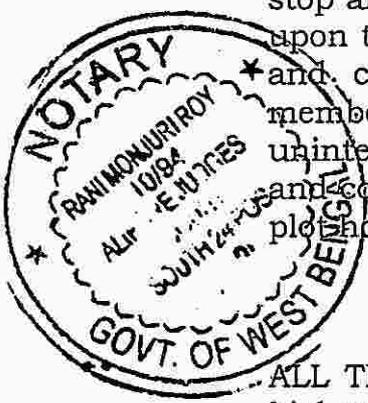
- 19 -

12A

request and costs of the said purchaser member his/her heirs executors and assigns do or cause to be done all such acts, deeds, matters for more perfectly assuring to the said purchaser member his/her heirs, executors and assigns as may be reasonably required from time to time, and also to produce necessary documents of the title relating to or in anyway connected with the said plot that are being retained by the vendor society.

AND THE PURCHASER MEMBER DOTH HEREBY COVENANT WITH THE VENDOR SOCIETY AS FOLLOWS :-

(1) That the Purchaser Member and his assignees and/or transferees in respect of the said plot shall be always bound by the decisions taken by the Vendor Society in so far as the upkeep and maintenance of common facilities and/or conveniences relating to the said plot and the common areas of enjoyment in the entire project to which all the plot holders of the lands described in Schedule 'A' hereunder shall be entitled to and the PURCHASER MEMBER shall be bound to pay to the Vendor Society the periodic charges that shall be determined by the Vendor Society from time to time whether FORMALLY DEMANDED OR NOT AND THE VENDOR SOCIETY SHALL BE ENTITLED in case of default on the part of the purchaser member to realise such sums as a money claim or in the alternative to stop and/or discontinue, such common facilities provided always that upon the Purchaser Member duly paying such charges and observing and complying with such decisions as aforesaid, the purchaser member and his assignees and/or transfer-ees shall be free to uninterruptedly use and enjoy the common facilities and conveniences and common areas of enjoyment in exactly the same manner as other plot holders of lands described in Schedule 'A'.



THE FIRST SCHEDULE ABOVE REFERRED TO:
'A'

ALL THAT the piece and parcel of land measuring more of less 141 bighas 11 cottahs 11 chittaks and 31 sq. ft. situated and lying at and being comprised being R. S. Dag Nos. 3.83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136, 139, J. L. No. 25, Touzi No. 56, Khatian Nos. 762 90, 101, 103 and 104, Mouza Nayabad within P.S. Kasba under Calcutta Municipal Corporation Ward No. 109.

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THE SECOND SCHEDULE ABOVE REFERRED TO
'B'

ALL THAT Residential Plot No. 180 B measuring more or less 2 Cottahs 8 chittaks Sq. ft. out of the land mentioned in the first Schedule, bounded

ON THE NORTH BY Same Part of R.S. Dagna-135

ON THE SOUTH BY 40'-0" wide Road

ON THE EAST BY Plot No. 180 A

ON THE WEST BY 10'-0" wide Road

and as shown in the annexed plan in red boundary line.

IN WITNESS WHEREOF the Vendor Society and the Purchaser Member have set and subscribed their hands and seals the day, month and year first written above.

SIGNED SEALED AND DELIVERED BY
THE VENDOR SOCIETY
AT CALCUTTA IN THE PRESENCE OF

1. Paran K. Dey
2. Soumitra Chosh

SIGNED SEALED AND DELIVERED
BY THE PURCHASER MEMBER AT
CALCUTTA IN THE PRESENCE OF

1. Paran K. Dey
2. Soumitra Chosh



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Common Seal of the Society
affixed pursuant to resolution
of the Society dated

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THE SECOND SCHEDULE ABOVE REFERRED TO
'B'

ALL THAT Residential Plot No.180B measuring more or less 2 Cottahs,
8 chittaks X Sq. ft. out of the land mentioned in the First Schedule,
bounded

ON THE NORTH BY : Tank part of R.S. Dag No. 135 ;

ON THE SOUTH BY : 40'-0" wide Road ;

ON THE EAST BY : Plot No. 180A

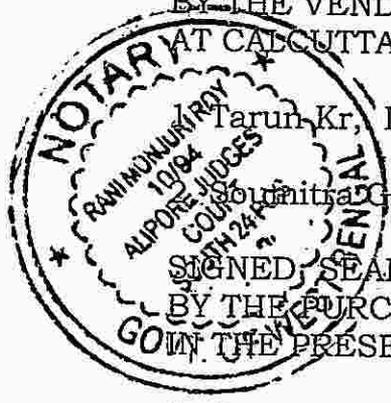
ON THE WEST BY : 10'-0" wide Road

and as shown in the annexed plan in red boundary line.

IN WITNESS WHEREOF the Vendor Society and the Purchaser
Member have set and subscribed their hands and seals the day, month
and year first written above.

SIGNED SEALED AND DELIVERED
BY THE VENDOR SOCIETY
AT CALCUTTA IN THE PRESENCE OF

- 1. Tarun Kr, Dey
- 2. Soumitra Ghosh



SIGNED, SEALED AND DELIVERED
BY THE PURCHASER MEMBER-AT CALCUTTA
IN THE PRESENCE OF:

- 1. Tarun Kr. Dey
- 2. Soumitra Ghosh

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Site Plan of plot No. 180B Of Phase II of the Jadavpur Co-operative Housing society of 1965) Corresponding RS Dag No. 135 khatian No. 76, 90, No. 25. %R.S. No. 3 Mouza No. Nayabad P.S. Kasba Dist. 24 PGS Kolkata Municipal Corporation Ward No. Deed of Conveyance

Scale 1 50-9

Area of Land 2k-8 ch. 0 0 sq. ft. shown in red border purchaser Sri Satadal Srkar

1. Tapan kr. Dey
Alipore Police Court,
Kolkata - 700 027

2. Soumitra Ghosh
Sd/- Illegible

180	40'.0"	40'.0"	40'.0"	40'.0"	40'.0"	66
	180E	180D	180C	180B	180A	
	40'.0"	40'.0"	40'.0"	40'.0"	40'.0"	

40'-0" Wide Road

Sd/- Illegible
As the constituted Attorney of
Jadavpur Co-operative Housing society
WB/378/8 (Advocate)
Alipore Police Court.
Kolkata - 700 027



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MEMO OF CONSIDERATION

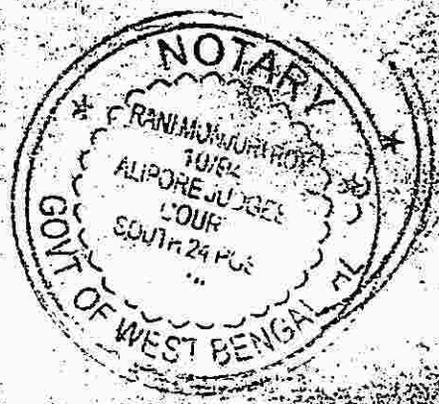
RECEIVED of and from the within named purchaser member the within mentioned sum of Rs. 20,500/- Rupees Twenty Thousand Five Hundred only in full satisfaction of the consideration money paid to the Vendor Society as mentioned in the Deed of Conveyance.

Kumaran K. Das

Witness:

1) *G. S. Das*
Alipore Police Court
Calcutta

2) *Soumitra Ghosh*
Kankhalia Pasha para
P.O. Badhanagar
Kolkata-66.



Drafted By:-
Anwar Kumari Das
102/378/81 (Calcutta)
Alipore Police Court
Calcutta-700077

- 2X5 -

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MEMO OF CONSIDERATION

Received of and from the within named purchaser member the within mentioned sum of Rs.20,500/- (Rupees Twenty thousand Five Hundred only) in full satisfaction of the consideration money paid to the Vendor Society as mentioned in the Deed of Conveyance

Sd/- Kumar Kanti Dey

Witness :

1. Tarun Kr. Dey
Alipore Police Court,
kolkata - 27

21. Soumitra Ghosh
Kamkhuly Purba Para
P.O. Bidhangarh
Kolkata - 700 066

Drafted by :
Amal Kumar Das
WB/378/81 (Advocate)
Alipore Police Court,
Kolkata - 700 027



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72/17

- 17 -

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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 20/09/17
 22/09/17

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

[Signature]
 District Sub-Registrar-V
 Alipore, South 24 Parganas

20, 09, 17
 21 SEP 2017

THIS DEED OF SALE made on this 20th day of September 2017

BETWEEN



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-27-

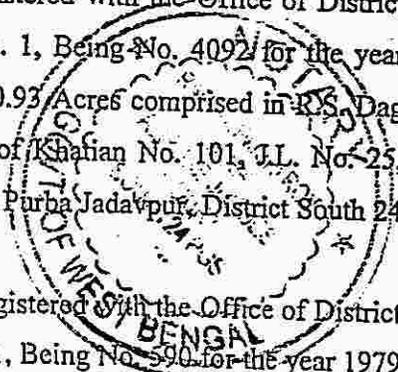
SRI SATADAL SARKAR (PAN AKLPS4472M), son of Late Khetramohan Sarkar, by religion Hindu, residing presently at Premises No. P20, Mukundapur, Stadium Nagar, Post Mukundapur, Police Station Purba Jadavpur, Kolkata-700 099, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART

(AND

SRI HIMANGSU DAS (PAN AEVPD2400C), son of Late Nanigopal Das and SMT. SUMITRA DAS (PAN ADMPD8165A), wife of Sri Himangsu Das, both by religion Hindu, residing at Premises No. U/14, Panchasayar, Post and Police Station Panchasayar, Kolkutu-700 094, hereinafter referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART;

WHEREAS THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED, registered under the West Bengal Co-Operative Act 1940 (Registration No. 115/CAL of 1965) having its registered office at Jadavpur University, P.S. Jadavpur, Kolkutu-700 032, District South 24 Parganas, hereinafter referred to as the said Society, in pursuance of the object of developing the area of the land as would be purchased by them for residential purposes of the Members of the said Society purchased by several deeds of purchase a huge land in the manner as would be appearing hereinafter;

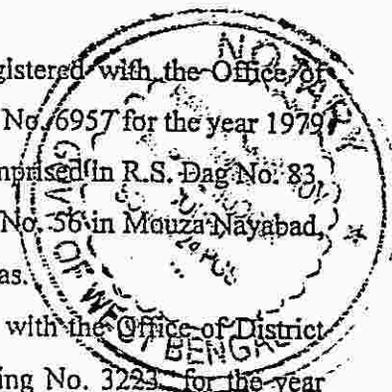
1. By a deed of purchase dated 14th July 1978, registered with the Office of District Sub-Registrar, Alipore and recorded in Book No. 1, Being No. 4092 for the year 1978 from the erstwhile owners a total land of 10.93 Acres comprised in R.S. Dag No. 83,85,87,88,89,91,131,132,135,136 and 139 of Khalian No. 101, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
2. By a deed of purchase dated 8th February 1979, registered with the Office of District Sub-Registrar, Alipore and recorded in Book No. 1, Being No. 590 for the year 1979



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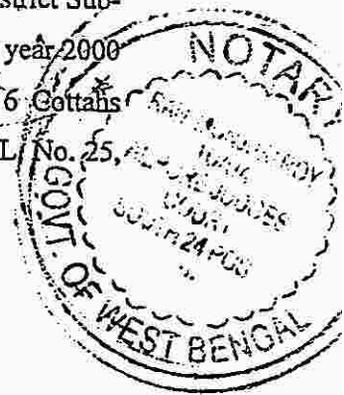
- from the erstwhile owners a total land of 10.93 Acres comprised in R.S. Dag No. 81, 83, 85, 87, 89, 91, 131, 132, 135, 136 and 139 of Khatian No. 101, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
3. By a deed of purchase dated 3rd December 1979, registered with the Office of District Sub-Registrar, Alipore and recorded in Book No. 1, Being No. 5334 for the year 1979 from the erstwhile owners a total land of 1 Bigha 11 Kottahs equivalent to 0.53 ½ Acres comprised in R.S. Dag No. 139 of Khatian No. 90, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
 4. By a deed of purchase dated 3rd December 1979, registered with the Office of District Sub-Registrar, Alipore and recorded in Book No. 1, Being No. 5335 for the year 1979 from the erstwhile owners a total land of 16 Kottahs 8 Chittacks equivalent to 0.28 ½ Acres comprised in R.S. Dag No. 139 of Khatian No. 90, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
 5. By a deed of purchase dated 3rd December 1979, registered with the Office of District Sub-Registrar, Alipore and recorded in Book No. 1, Being No. 5336 for the year 1979 from the erstwhile owners a total land of 3 Bighas equivalent to 0.99 Acres comprised in R.S. Dag No. 196 of Khatian No. 76, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
 6. By a deed of purchase dated 21st December 1979, registered with the Office of District Sub-Registrar and recorded in Book No. 1, Being No. 6957 for the year 1979 from the erstwhile owners a total land of 10.93 Acres comprised in R.S. Dag No. 83, 135 of Khatian No. 101, R.S. No. 2, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
 7. By a deed of purchase dated 29th April 1980, registered with the Office of District Sub-Registrar, Alipore and recorded in Book No. 1, Being No. 3223 for the year 1980 from the erstwhile owners a total land of 10.92 Acres comprised in R.S. Dag



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- 28 -

No. 83,85,87,88,89,91,131,135,136 and 139 of Khatian No. 101, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.

8. By a deed of purchase dated 8th February 2000, registered with the Office of District Sub-Registrar III, Alipore and recorded in Book No. 1, Being No. 657 for the year 2000 from the erstwhile owners a total land of .099 Acres equivalent to 6 Cottahs comprised in R.S. Dag No. 191(part) of Khatian No. 145, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
9. By a deed of purchase dated 15th February 2000, registered with the Office of District Sub-Registrar III, Alipore and recorded in Book No. 1, Being No. 765 for the year 2000 from the erstwhile owners a total land of .099 Acres equivalent to 6 Cottahs comprised in R.S. Dag No. 191(part) of Khatian No. 145, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
10. By a deed of purchase dated 22nd February 2000, registered with the Office of District Sub-Registrar III, Alipore and recorded in Book No. 1, Being No. 874 for the year 2000 from the erstwhile owners a total land of .099 Acres equivalent to 6 Cottahs comprised in R.S. Dag No. 191(part) of Khatian No. 145, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
11. By a deed of purchase dated 24th March 2000, registered with the Office of District Sub-Registrar III, Alipore and recorded in Book No. 1, Being No. 1296 for the year 2000 from the erstwhile owners a total land of .103125 Acres equivalent to 6 Cottahs 4 Chittacks comprised in R.S. Dag No. 191(part) of Khatian No. 145, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.
12. By a deed of purchase dated 6th June 2000, registered with the Office of District Sub-Registrar III, Alipore and recorded in Book No. 1, Being No. 2328 for the year 2000 from the erstwhile owners a total land of .099 Acres equivalent to 6 Cottahs comprised in R.S. Dag No. 191(part) of Khatian No. 145, R.S. No. 3, J.L. No. 25, Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.



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- 20 -

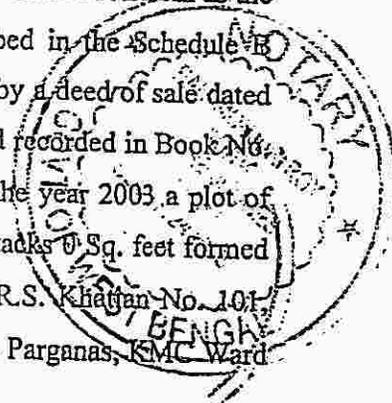
Touzi No. 56 in Mouza Nayabad, P.S. Kasba now Purba Jadavpur, District South 24 Parganas.

AND WHEREAS in the manner as aforesaid the said Society purchased a total land measuring more or less 141 Bighas, 11 Cottahs, 11 Chittacks and 31 Sq. feet situated and lying at and being comprised in Dag No.81,83,85,86,87,88,89,91,131,132,135,136 and 139 of Khattun No. 76,90,101,103,104 and 145 of J.L. No. 25, Touzi No.56 of Mouza Nayabad, P.S. Kasba now Purba Jadavpur within KMC Ward No. 109, District South 24 Parganas and duly mutated and recorded its name with KMC as the absolute owner thereof and the same is described in the Schedule A herein under and hereinafter referred to as the said land;

AND WHEREAS the said Society after mutation with B.L & L.R.O, divided the said land in several plots with the provisions for the road, passage and other common parts and areas for enjoyment of the respective plot in accordance with the object with which the said Society was formed;

AND WHEREAS on the invitation of the said Society, the VENDOR herein applied for in the prescribed manner, the membership of the said Society and his application for membership having been accepted as a PURCHASER MEMBER had been allotted a plot of land on his agreeing to accept the terms and conditions of the said Society;

AND WHEREAS by a resolution dated 2.5.1987 it was decided by the said Society to allot different plots to different members of the said Society whereby the VENDOR herein as the PURCHASER MEMBER was allotted a plot of land fully described in the Schedule B herein under and hereinafter referred to as the said plot of land and by a deed of sale dated 27th March 2003 registered with the office of D.S.R. III, Alipore, and recorded in Book No. 1, Vol. No. 10 at Pages 6165 to 6176 as Deed No. 160302737 for the year 2003, a plot of land being Plot No. 180 B, measuring more or less 2 Cottahs 8 Chittacks 0 Sq. feet formed out of the Schedule A property comprised in R.S. Dag No. 135, R.S. Khattun No. 101, Mouza Nayabad, J.L. No. 25, P.S. Purba Jadavpur, District South 24 Parganas, KMC Ward



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No. 109 was transferred by the said Society in favour of the VENDOR herein as the PURCHASER MEMBER of the Co-Operative Society;

AND WHEREAS on the application of the said Society the relevant department of the Government of West Bengal by its Memo No. 2392/ Fisch/C-III/2M-51/2009 dated 05.08.2011 acknowledged the conversion of the land involved in several plots allotted to different members of the said Society to solid land and recorded names of the members, measurement of their respective plots, wherein the VENDOR'S name have recorded in Sl. No. 26 and the land allotted to him had been recorded as 2 Cottahs 8 Chittacks comprised in R.S. Dag No. 135, R.S. Khatian No. 101, Mouza Nayabad, J.L. No. 25, P.S. Purba Jadavpur, District South 24 Parganas, KMC Ward No. 109;

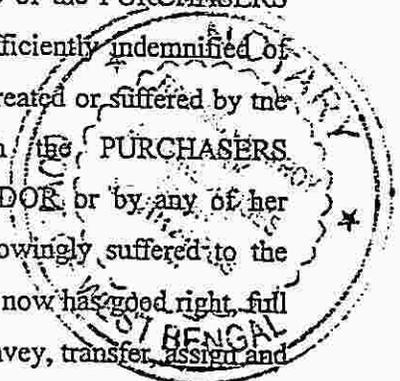
AND WHEREAS the VENDOR herein while thus in enjoyment of the said plot of land measuring more or less 2 Cottahs 8 Chittacks 0 Sq. feet as fully described in the Schedule B herein under, so allotted to him by the said Society in the manner referred to hereinabove, by paying the rent to the relevant department, Govt. of W.Bengal and rates and taxes to KMC proposed to sell the said plot of land being a well demarcated land measuring more or less 2 Cottahs 8 Chittacks 0 Sq. feet as described in the Schedule B herein under and herein after referred to as the said plot of land at or for the price of Rs.26,00,000/- (Rupees Twenty Six Lakh) and the PURCHASERS having agreed to purchase the same at the said price and the PURCHASERS having paid and the VENDOR having received, the entire consideration being the sum of Rs.26,00,000/- (Rupees Twenty Six Lakh) as detailed in the memorandum of consideration of this deed of sale, the VENDOR execute and register this deed of sale in favour of the PURCHASERS on the terms and conditions and on the covenants as contained herein under by these presents.

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the said agreement and consideration of Rs.26,00,000/- (Rupees Twenty Six Lakh) to the VENDOR paid by the PURCHASERS at or immediately, before the execution of these presents the receipt

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- 22 -

whereof the VENDOR do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the PURCHASERS and also the said property he the VENDOR as beneficial owner do by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the purchaser free from encumbrances, attachment and other defects in title ALL THAT the said plot of land fully described in the Schedule B hereunder HOWSOEVER otherwise the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER with all benefit and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any wise appertaining or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with all the estate, right, title, inheritance, use, trust, property, claim, and demand whatsoever both at law and in equity of the VENDOR into and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise relatē to the said land or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the VENDOR or any persons from whom she or they can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said land and every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be with their rights, members and appurtenances unto and to the use of the PURCHASERS freed and discharged or otherwise by the VENDOR well and sufficiently indemnified of from and against all encumbrances, claims, liens etc, whatsoever created or suffered by the VENDOR AND the VENDOR do hereby covenant with the PURCHASERS notwithstanding any act, deed or thing whatsoever by the VENDOR, or by any of her predecessors and ancestors and in title, done or executed or knowingly suffered to the contrary she the VENDOR had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the PURCHASERS in the manner aforesaid AND



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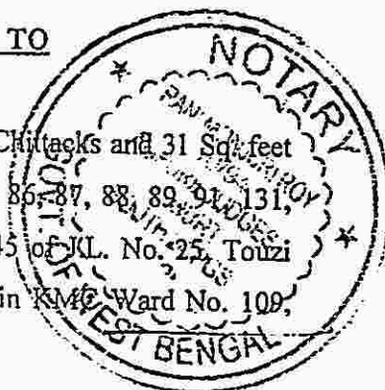
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THAT the PURCHASERS shall and may at all times hereafter, peaceably and quietly enter into, hold, possess and enjoy the said property or land and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, interruption, disturbance, claim or demand whatsoever from or by the VENDOR or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for her or any of her ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the VENDOR well and sufficiently indemnify of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the VENDOR or any of her ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the VENDOR and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for her the VENDOR or from or under any of his predecessors or ancestors in title shall and will from time to time and all times hereafter at the request and costs of the PURCHASERS do and execute, or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the PURCHASER according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the VENDOR shall at all times hereafter indemnify and keep indemnified the PURCHASERS against loss, damages, costs, charges and expenses if any suffered by reason of any defect in title of the vendor or any breach of the covenants herein under contained.

SCHEDULE "A" ABOVE REFERRED TO

All that land measuring more or less 141 Bighas, 11 Cottahs, 11 Chittacks and 31 Sq. feet situated and lying at and being comprised in Dag No. 81, 83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136 and 139 of Khatian No. 76,90,101,103,104 and 145 of J.L. No. 25, Touzi No.56 of Mouza Nayabnd, P.S. Kasba now Purba Jadavpur within KMC Ward No. 109, District South 24 Parganas.



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SCHEDULE B ABOVE REFERRED TO

All that plot of land being Plot No. 180 B, measuring more or less 2 Cottahs 8 Chittacks 0 Sq. feet of Bastuland formed out of the Schedule A property comprised in R.S. Dag No. 135, R.S. Khatlan No. 101, Mouza Nayabad, J.L. No. 25, P.S. Purba Jadavpur, District South 24 Pargannas, KMC Ward No. 109 and subsequently assessed by the KMC as Premises No. 2963, Nayabadand, Kolkata- 700 099 together with a tile shed structure containing an area of 100 Sq. feet and the Assessee No. 31-109-08-6005-0 and the same is clearly shown with red border line in the site plan annexed hereto the same is butted and bounded as follows:-

On the North. Tank part of R.S. Dag No. 135

On the South. 40 feet wide Road.

On the East. Plot No. 180 A, Nayabad;

On the West. 10 feet wide Road.



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IN WITNESS WHEREOF the parties hereunto set and subscribe their respective hands on the day month and year first above written.

Signed and delivered

in presence of :-

1. Mrityunjay Maiti
2743, Mayapada
Cal-700094

Satadel Saha

VENDOR

2. Tilak Kumar Nay Chowdhury
Advocate
Alipore Judges Court

1) Himangsu Das

2) Sumitra Das

PURCHASERS

Prepared in my office

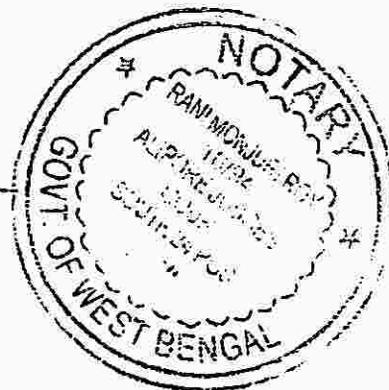
Rai Mohan Sinha

Rai Mohan Sinha

Advocate

En. No. WB 288 of 1971

Alipore Judges Court



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~~-38-~~

MEMO OF CONSIDERATION

The VENDOR acknowledges the receipt of the amount being the sum of Rs.26,00,000/- (Rupees Twenty Six lakh) from the PURCHASER in the following manner:-

Bank Draft No.969922 Dated 11.09.2017 of UCO Bank, Panchasayar Branch drawn in favour Of the VENDOR

Rs.26,00,000/-

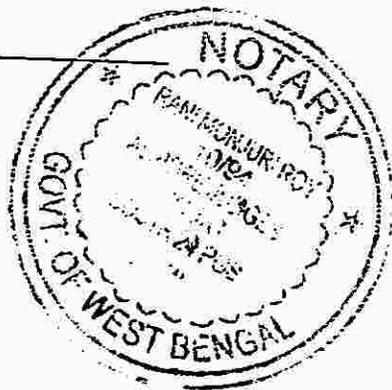
Satish Ghosh

VENDOR

Witnesses.

1. *Mr. Gyanendra Maity*
2743, Mayabad -
cd-700094 -

2. *Mr. Anand*
2743 -
cd-700094 -



-28- 27-

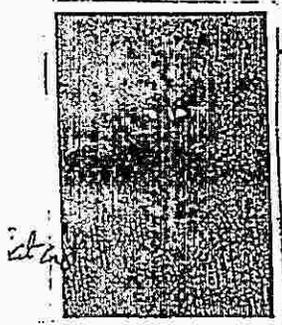
Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

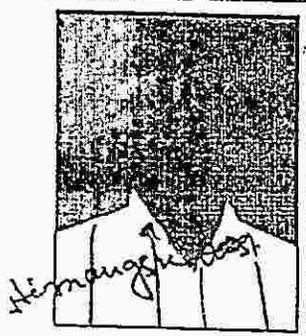


left hand					
right hand					

Name

Signature *Satadel Saha* 9831306213

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left hand					
right hand					

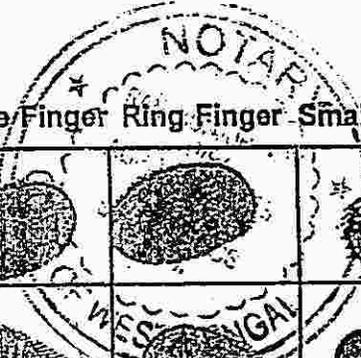
Name

Signature *Himangshu Das*
7044 977206

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					



Name

Signature *Sunil Kumar Das*

~~-29-~~
~~38~~

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

GRN: 19-201718-006981937-2

GRN Date: 04/09/2017 16:39:57

BRN : 90002512

Payment Mode

Counter Payment

Bank : State Bank of India

BRN Date: 06/09/2017 00:00:00

DEPOSITOR'S DETAILS

Name :

RAI MOHN SINHARAMA SINHA

Id No. : 16300001236500/1/2017

[Query No./Query Year]

Contact No. :

Mobile No. / Regd. No. 9836547329

E-mail :

Address :

3 Mahanirban Road Kolkata 700029

Applicant Name :

Mr PRABIR DEY

Office Name :

Office Address :

Status of Depositor :

Others

Purpose of payment / Remarks :

Sale, Sale Document

PAYMENT DETAILS

Sl. No.	Identification No.	Head or AvC Description	Head or AvC	Amount (₹)
1	16300001236500/1/2017	Property Registration Stamp duty	0030-02-103-003-02	199720
2	16300001236500/1/2017	Property Registration Fees	0030-03-104-001-16	33346

In Words :

Rupees Two Lakh Thirty Three Thousand Sixty Six only

Total

233066





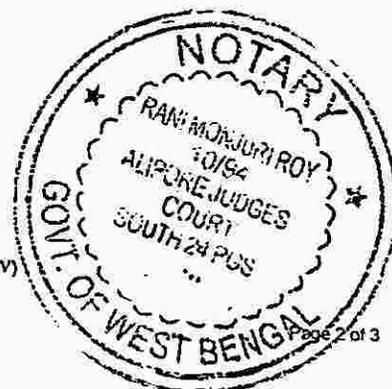
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16300001236500/2017

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 SATADAL SARKAR P-20, Mukundapur, Stadium Nagar,, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN - 700099	Seller			<i>Satadal Sarkar</i> 20-09-2017
2	Mr HIMANGSU DAS U/14, Panchasayar,, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN - 700094	Buyer			<i>Himangsu Das</i> 20.09.2017
3	Mrs SUMITRA DAS U/14, Panchasayar,, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN - 700094	Buyer			<i>Sumitra Das</i> 20/9/2017

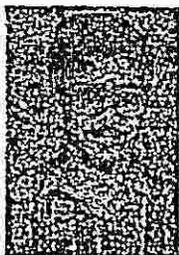


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स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AEVPD2400C



नाम / NAME

HIMANGSU DAS

पिता का नाम / FATHER'S NAME

NANIGOPAL DAS

जन्म तिथि / DATE OF BIRTH

16-02-1955

हस्ताक्षर / SIGNATURE

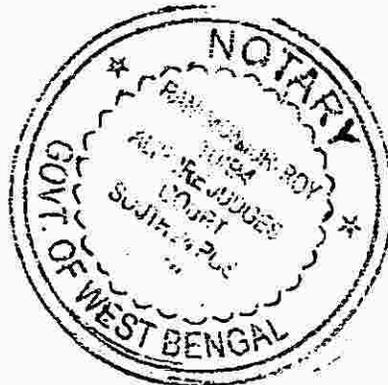
Himangsu Das

Stalin

आयकर आयुक्त, (कम्प्यू. अपा.), कोल.

COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

Himangsu Das



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SI No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr PRABIR DEY Son of Late H Dey Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District-South 24- Parganas, West Bengal, India, PIN - 700027	Mr SATADAL SARKAR, Mr HIMANGSU DAS, Mrs SUMITRA DAS	<i>Prabir</i> 20/9/17

(Safi Prosad
Bandyopadhyay)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
V SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



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Major Information of the Deed

Deed No.	I-1630-02952/2017	Date of Registration	22/09/2017
Query No./Year	1630-0001236500/2017	Off. to which deed is registered	
Query Date	30/08/2017 4:59:06 PM	D.S.R. - V SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	PRABIR DEY Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9239167495, Status : Buyer/Claimant		
Transaction	[0101] Sale, Sale Document	Additional Info	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]
Sat. Form Value	Rs. 26,00,000/-	Market Value	Rs. 33,30,000/-
Stamp Duty Paid (SD)	Rs. 1,99,820/- (Article:23)	Registration Fee Paid	Rs. 33,346/- (Article:A(1), E, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No. 2963, Ward No: 109

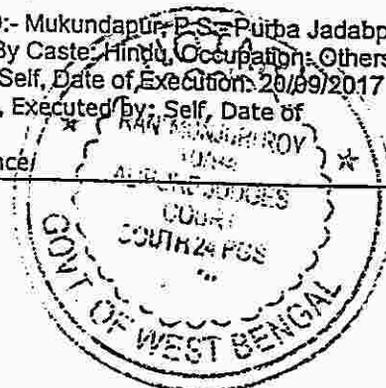
Sch. No.	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	Sat. Form Value (In Rs)	Market Value (In Rs)	Other Details
L1			Bastu		25,70,000/-	33,00,000/-	Width of Approach Road: 40 Ft.
Grand Total :				4.125Dec	25,70,000 /-	33,00,000 /-	

Structure Details :

Sch. No.	Structure Details	Area of Structure	Sat. Form Value (In Rs)	Market Value (In Rs)	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	

Seller Details :

S. No.	Name/Address/Photo/Finger print and Signature
1	Mr SATADAL SARKAR Son of Late Khetra Mohan Sarkar P-20, Mukundapur, Stadium Nagar., P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AKLPS4472M, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017, Admitted by: Self, Date of Admission: 20/09/2017, Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/09/2017, Admitted by: Self, Date of Admission: 20/09/2017, Place : Pvt. Residence/



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Buyer Details :

Sl. No	Name Address Photo/Finger print and Signature
1	Mr HIMANGSU DAS Son of Late NANIGOPAL DAS U/14, Panchasayar,, P.O:- Panchasayar, P.S:- Purba Jadabpur, District-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AEVPD2400C, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Pvt. Residence
2	Mrs SUMITRA DAS (Presentant) Wife of Mr Himangsu Das U/14, Panchasayar,, P.O:- Panchasayar, P.S:- Purba Jadabpur, District-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADMPD8165A, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Pvt. Residence

Identifier Details :

Sl. No	Name & address
	Mr PRABIR DEY Son of Late H Dey Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr SATADAL SARKAR, Mr HIMANGSU DAS, Mrs SUMITRA DAS

Transfer of property for LI		
Sl.No	From	To. with area (Name-Area)
1	Mr SATADAL SARKAR	Mr HIMANGSU DAS-2.0625 Dec, Mrs SUMITRA DAS-2.0625 Dec
Transfer of property for SI		
Sl.No	From	To. with area (Name-Area)
1	Mr SATADAL SARKAR	Mr HIMANGSU DAS-50.00000000 Sq Ft, Mrs SUMITRA DAS-50.00000000 Sq Ft



Endorsement For Deed Number : I - 163002952 / 2017

On: 20/09/2017

Presentation Under Section 52 & Rule 22A(1) & (16) of W.B. Registration Rules, 1962

Presented for registration at 17:40 hrs on 20-09-2017, at the Private residence by Mrs SUMITRA DAS, one of the Claimants.

Certificate of Market Value (WB RUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 33,30,000/-

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Admission of Execution (Under Section 68, W.B. Registration Rules, 1962)

Execution is admitted on 20/09/2017 by 1. Mr SATADAL SARKAR, Son of Late Khetra Mohan Sarkar, P-20, Mukundapur, Stadium Nagar,, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Others, 2. Mr HIMANGSU DAS, Son of Late NANIGOPAL DAS, U/14, Panchasayar,, P.O: Panchasayar, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Others, 3. Mrs SUMITRA DAS, Wife of Mr Himangsu Das, U/14, Panchasayar,, P.O: Panchasayar, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession House wife

Indetified by Mr PRABIR DEY, , Son of Late H Dey, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Sati Prosad Bandopadhyay

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

On 21/09/2017

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 33,346/- (A(1) = Rs 33,300/- ,E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 33,346/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/09/2017 12:00AM with Govt. Ref. No: 192017180069819372 on 04-09-2017, Amount Rs: 33,346/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90002512 on 06-09-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,99,820/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 1,99,720/-

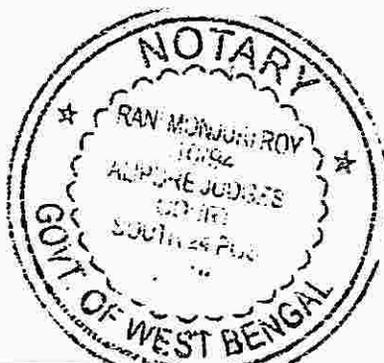
Description of Stamp

1. Stamp: Type: Impressed, Serial no 623234, Amount: Rs.100/-, Date of Purchase: 05/09/2017, Vendor name: SANTOSH KR DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/09/2017 12:00AM with Govt. Ref. No: 192017180069819372 on 04-09-2017, Amount Rs: 1,99,720/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90002512 on 06-09-2017, Head of Account 0030-02-103-003-02

Sati Prosad Bandopadhyay

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



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2017, Page from 89891 to 89915

being No 163002952 for the year 2017.



Sati Prosad Bandopadhyay

Digitally signed by SATIPRASAD
BANDYOPADHYAY
Date: 2017.09.22 11:16:23 +05:30
Reason: Digital Signing of Deed.

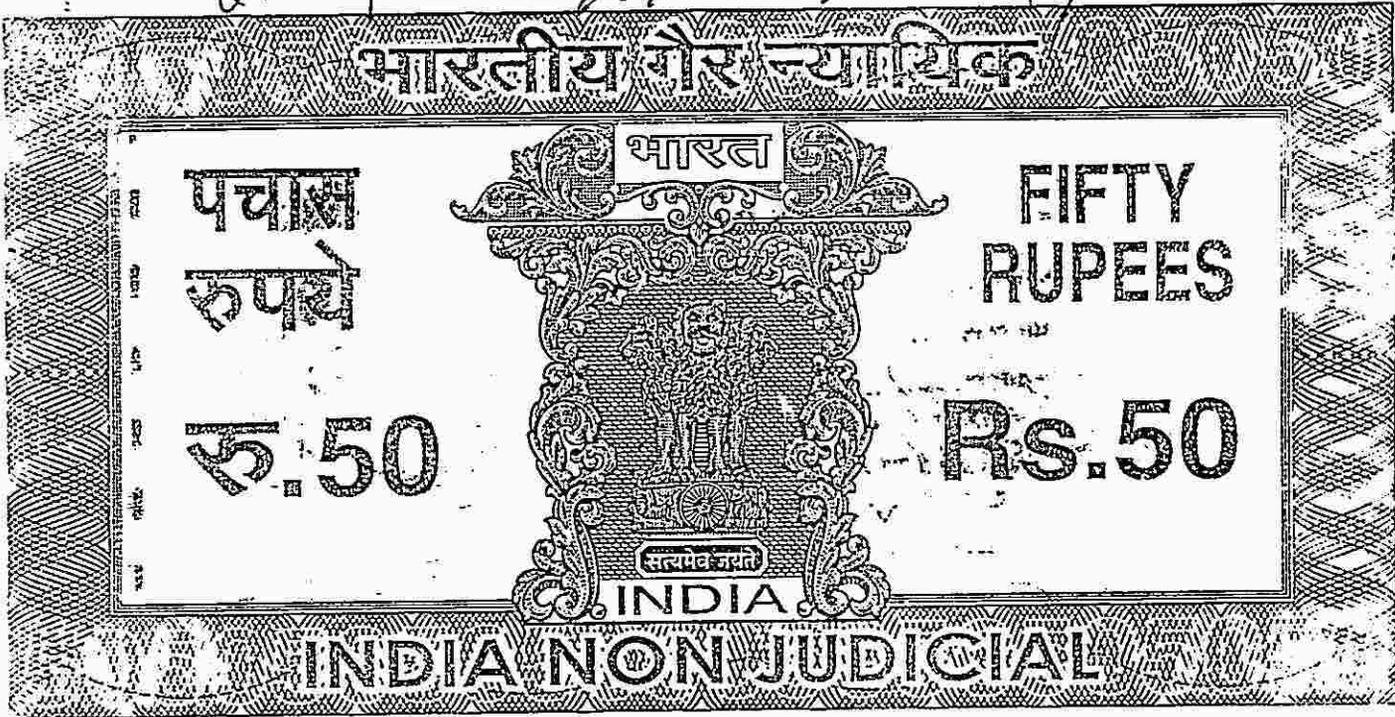
(Sati Prosad Bandopadhyay) 22-09-2017 11:16:15
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

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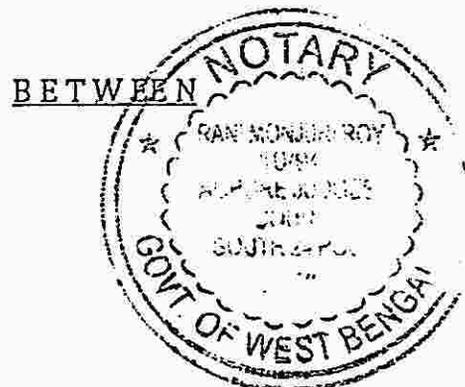
Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with document are the part of this document.

District Sub-Registrar-V
 Alipore, South 24 Parganas

1 MAY 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 11th day of May, Two Thousand Twenty Two(2022) A.D.



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(1) SRI HIMANGSU DAS (PAN : AEVPD 2400C), son of Late Nanigopal Das & (2) SMT. SUMITRA DAS (PAN : ADMPD 8165A), wife of Sri Himangsu Das, both by faith Hindu, both by occupation- Service & House wife respectively, both Indian Citizens, both residing at U/14, Panchasayar, P.O. & P.S. Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, hereinafter called and referred to as the 'OWNERS/ VENDORS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, successors, executors, administrators and assigns) of the FIRST PART.

A N D

M/S. BISWAJIT ROY (PAN : AFDPR 0887C), a Sole Proprietorship business, having its' registered office at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, represented by its' Sole Proprietor SRI BISWAJIT ROY (PAN : AFDPR 0887C /AADHAAR : 6349 3233 0557), son of Late Biswanath Roy, by faith Hindu, by Occupation Business, Indian Citizen, residing at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, hereinafter called and referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include present Proprietor, Successors-in-Office, Legal representative, administrator and assigns) of the SECOND PART.

WHEREAS by virtue of an Indenture of sale made on the 20th Day of September, 2017, duly registered with the office of D.S.R.- V, South 24 Parganas, Alipore vide Book No. I, Being No. 1702, Vol. No. 1630-2017, Pages 89891 to 89915, for the year 2017, SRI SATADAL SARKAR, the Vendor therein, transferred, Conveyed and granted in favour of (1) SRI HIMANGSU DAS (PAN : AEVPD 2400C), & (2) SMT. SUMITRA DAS (PAN : ADMPD 8165A), the Owners/ First Part herein ALL THAT

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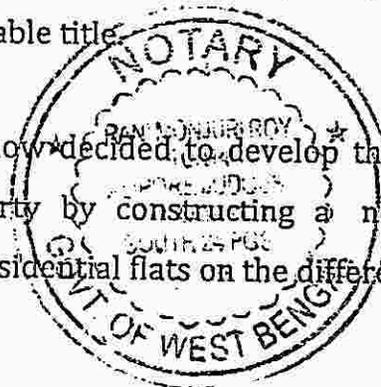
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the piece and parcel of a homestead plot of land having Plot No. 180B, Phase-II, measuring about 02 Cottahs 08 Chittaks 00 Sq. Ft. more or less pertaining to R.S. Dag No. 135(part), R.S. Khatian No. 101, J.L. No. 25, Mouza - Nayabad, P.S. Purba Jadavpur, within the limits of The Kolkata Municipal Corporation, Ward No. 109, Borough - XII, Dist. : 24-Parganas(S). Afterwards, while in peaceful possession of the same, the said SRI HIMANGSU DAS & SMT. SUMITRA DAS, being the absolute lawful Joint Owners of the aforesaid plot of land, measuring about 2 (Two) Cottahs 08(Two) Chittacks more or less, duly mutated their name as the absolute Joint Owners of the said premises in the records of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation by complying all the formalities thereof and also by paying the upto date rents and municipal taxes from time to time and aforesaid Premises was known, numbered and assessed as Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas(herein after referred to as the 'SAID PROPERTY/PREMISES' for all references hereof).

AND WHEREAS the First Party herein thus being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property as mentioned in the schedule of the land herein below and are in actual physical possession of the same as absolute lawful owner thereof.

AND WHEREAS the said premises is free from all encumbrances, liens, charges, lispences whatsoever and has a good and marketable title

AND WHEREAS the present Owners herein, have now decided to develop their aforesaid Schedule "A" mentioned landed property by constructing a new multi- storeyed Building, comprising of number of residential flats on the different



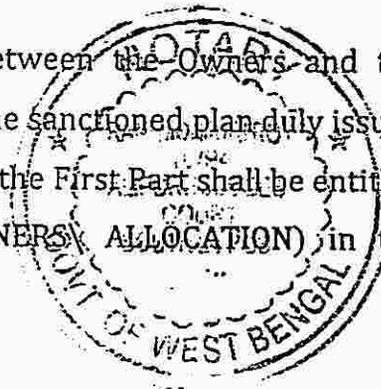
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floors, Covered Car Parking Spaces/Parking Spaces/shops, etc. in the ground Floor, but due to Paucity of fund, lack of technical knowledge and experience in the field of construction, have now decided to do the same by appointing a Developer, who is financially and technically sound to construct a new multi-storied Building upon their aforesaid property/premises as per the sanctioned Building Plan duly obtained from Kolkata Municipal Corporation.

AND WHEREAS the Developer herein, on coming to know the facts of such desire of the Owners herein, has made a proposal in relation to the aforesaid development of the said property before the Owners. The Owners, after necessary investigation, and thorough understanding with the Developer herein, have agreed to develop the said premises/property by the Developer herein. Both the parties hereto have mutually analyzed, discussed and agreed to execute this Development Agreement under certain terms and conditions to satisfy the interest of both the parties thereto. The Owners herein, for their own advantages and benefits, have agreed to appoint, M/S. BISWAJIT ROY, a Proprietorship business, represented by its' Sole Proprietor SRI BISWAJIT ROY, the Second Part herein, as the Developer of their said property for constructing the proposed multi-storied Building as per the sanctioned building Plan. The Developer herein, has also agreed to develop the said property by constructing the proposed multi-storied Building as per the sanctioned Building Plan at his own risk, cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein, without involving the owners in the matter of the hazards of construction.

AND WHEREAS it is mutually settled by and between the Owners and the Developer herein, that, out of the total F.A.R. as per the sanctioned plan duly issued by the Kolkata Municipal Corporation, the Owners of the First Part shall be entitled to the following total sanctioned area/F.A.R. (OWNERS' ALLOCATION) in the following manners :-



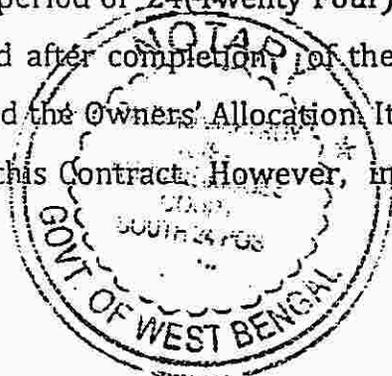
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(a) Entire Top Floor in the form of one Flat, as per the sanctioned building plan of K.M.C. in the proposed multi-storied building upon the said premises AND (b) Adjustable/refunded amount of Rs.6,25,000/- (Rupees Six Lac Twenty Five Thousand) only which had already been paid by the Developer to the Owners herein before the date of signing of these presents and the aforementioned adjustable amount will be refunded by the Owners to the Developer herein at the time of hand-over the Owners' Allocation completed in all respect complying with the terms and conditions of these presents simultaneously (more-fully and particularly described in the SCHEDULE - 'B' hereunder written).

AND WHEREAS the balance area of the sanctioned F.A.R. (DEVELOPER'S ALLOCATION) in the form of Flat/s/Car Parking Space/s/Shops, as per sanctioned building plan of K.M.C. will be treated as Developer's Allocation and vested upon the Developer herein without any objection and/or Claim of the Owners herein in the proposed new multi-storeyed Building in the aforesaid Premises, save and except the aforesaid Owners' Allocation (more-fully and particularly described in the SCHEDULE - 'C' hereunder written).

AND WHEREAS both the Owners and the Developer herein, have amicably discussed, negotiated, agreed and finally settled that, the proposed multi-storied Building shall be completed within the stipulated time period of 24 (Twenty Four) Months from the date of commencement of work and after completion of the aforesaid building, the Owners herein, shall be delivered the Owners' Allocation. It is noted that the time period will be the essence of this Contract. However, in



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mean-time, the Developer shall have every lawful right to enter into Agreement for Sale with all intending Buyers/Purchasers for the purpose of transfer of the self-contained Flats on the different floors and Car Parking Spaces/shops, other spaces in the ground Floor in the said premises under the Developer's Allocation at its' own absolute discretion and at any settled price without any objection from the Owners herein. The Developer herein, shall also be entitled to receive the part or full consideration against sale of Developer's Allocation in the said premises.

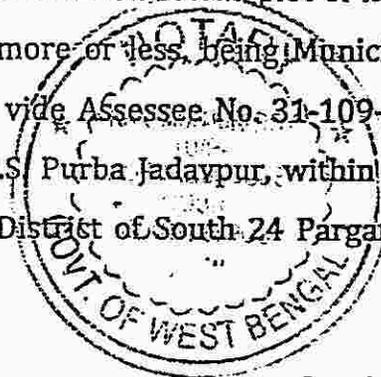
NOW THIS AGREEMENT WITNESSETH THAT BOTH THE PARTIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS:-

In the Premises and in consideration of mutual advantages and benefits to be received and derived by both the parties herein, do hereby enter this Development Agreement for the development of the said property.

1.(A) OWNERS : Shall mean SRI HIMANGSU DAS & SMT. SUMITRA DAS as the 'OWNERS'.

B) DEVELOPER : Shall mean M/S. BISWAJIT ROY, a Proprietorship business, represented by its' Sole Proprietor SRI BISWAJIT ROY, as the 'DEVELOPER'.

C) PREMISES : Shall mean ALL THAT piece and parcel of a homestead plot of land, measuring about 2 Cottahs 08 Chittacks 00 Sq. Ft. more or less, being Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O: Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas,



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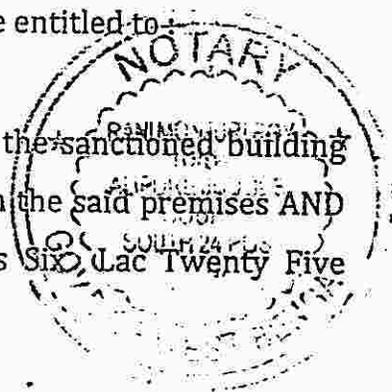
which is more fully and particularly mentioned in the SCHEDULE - 'A' hereunder of this Agreement and hereinafter called and referred to as 'SAID PROPERTY / LAND / PREMISES'.

D) BUILDING : Shall mean the proposed new multi-Storied Building to be constructed on the 'SAID PROPERTY/LAND', which will contain several self-contained residential Units/ Flats on different floors and Car Parking Spaces/shops, under roof, Spaces for pump, electric meter, etc. in the ground floor, at present within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, in accordance with the Sanctioned Building Plan of K.M.C.

E) COMMON AREAS & FACILITIES : Shall mean and include the corridor, stairs, stair-cases, staircase landing, stairways, pathways for easement from the main road and other open spaces including side, rear, front spaces and facilities, lobbies, mounted room on the top floor, space for electric meter, passages, overhead water reservoir, underground or semi-grounded water reservoirs, septic tank and other facilities and any other area left for beautification that will be provided by the Developer for the enjoyment of the Unit holders and/or for maintenance of the building to be constructed and/or other common facilities that may be provided by the Developer, which is more fully and particularly mentioned in the SCHEDULE - 'D' hereunder.

F) OWNERS' ALLOCATION :- Shall mean and include that, following sanctioned area out of the total F.A.R. as per the sanctioned plan duly issued by the Kolkata Municipal Corporation, the Owners of the First Part shall be entitled to:

- (a) Entire Top Floor in the form of one Flat, as per the sanctioned building plan of K.M.C. in the proposed multi-storied building upon the said premises AND
- (b) Adjustable-refunded amount of Rs.6,25,000/- (Rupees Six Lac Twenty Five



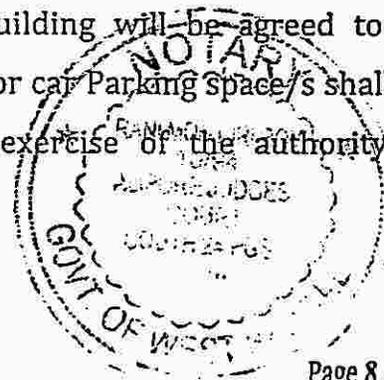
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Thousand) only which had already been paid by the Developer to the Owners before the date of signing of these presents and the aforementioned adjustable amount will be refunded by the Owners to the Developer herein at the time of hand-over the Owners' Allocation completed in all respect complying with the terms and conditions of these presents simultaneously (more-fully and particularly described in the SCHEDULE - ' B ' hereunder written).

G) DEVELOPER'S ALLOCATION : Shall mean and include the balance area of the sanctioned F.A.R.(DEVELOPER'S ALLOCATION) in the form of Flat/s/Car Parking Space/s/Shops, as per sanctioned building plan of K.M.C. will be treated as Developer's Allocation and vested upon the Developer herein without any objection and/ or Claim of the Owners herein in the proposed new multi-storeyed Building in the aforesaid Premises, save and except the aforesaid Owners' Allocation (more-fully and particularly described in the SCHEDULE - ' C ' hereunder written).

H) TRANSFER :- Shall mean and include transfer by the delivery of possession and by any other means adopted for effecting transfer of the saleable spaces and/ or flats of the said include meaning of the terms, as defined under the Income Tax Act and also the Transfer of Property Act.

I) TRANSFEREE :- Shall mean-a person/ persons to whom the saleable space or flat or shops or car Parking space/s in the said building will be agreed to be transferred and/or for whom the said flat or shops or car Parking space/s shall be agreed to be constructed by the Developer in exercise of the authority of



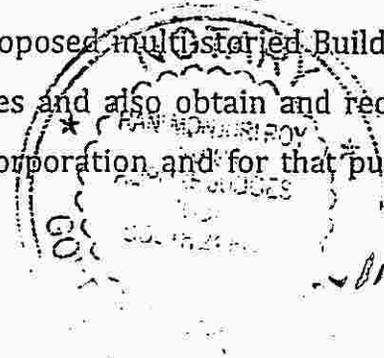
the Developer to construct the said respective flat or shops or car Parking space/s of the Developer's Allocation for and on behalf of such persons and at the costs of such persons who will be interested in purchasing and having flat or shops or car Parking space/s at the said building to be constructed at the said premises.

J) ARCHITECT : Shall mean an Architect / Civil Engineer / L.B.S. who shall be appointed by the Developer herein and shall take the total responsibility of the proposed Project at the aforesaid Premises.

2. That the said Owners do hereby revocable appoint, authorize and nominate and empower the said Developer to act as Developer of the said property and at the costs to be borne and incurred by the said Developer to have prepared and obtain a building plan duly sanctioned by The Kolkata Municipal Corporation.

3. That the Developer shall always be entitled to enter into the said property with prior intimation to the Owners herein and to have the same surveyed and measured with the help of his men, laborers, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a Building Plan prepared by a qualified Architect / Engineer / Surveyor.

4. i) That the Developer shall be entitled to sign in the name/s of and on behalf of the Owners and submit the building plan and enter into all correspondences and make representations before the Kolkata Municipal Corporation Authorities and appear before them and do all necessary acts, deeds and things in that behalf and pay all fees and charges for getting the proposed multi-storied Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from the Kolkata Municipal Corporation and for that purpose to sign and grant receipts.



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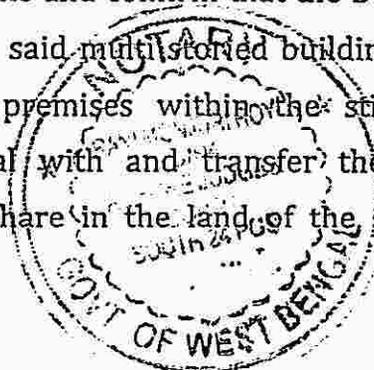
ii) That after necessary discussion by and between the Owners and the Developer herein, it is mutually settled by and between them that, all pending issues like Mutation and Conversion of the said land from B.L. & L.R.O.(if necessary) and K.M.C. and all other paper works in related to the sanction of the building plan will be done by the Developer and in that case the Owners will co-operate and assist with the Developer in every way whenever required including payment of outstanding/arrear Municipal Taxes in relation to the said premises till the date of these presents.

5. That the Owners agree that upon the plan being sanctioned by the Kolkata Municipal Corporation, the Developer shall be entitled to start/commence the development work, preparing the ground and to start/commence the construction of the proposed multi-storied building, at the land of the said Schedule 'A' mentioned premises in accordance with the sanctioned Building Plan.

6. That upon the plan being sanctioned, the Developer agrees to construct the construction of the said building in a substantial and work like manner and use standard materials of the size and specification stated in the sanctioned plan.

7. That the Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the Developer in relation to the making of construction of the said building including deviations from the sanctioned plan, structural defects and also accidents, if any, to laborers at construction site of the Developer.

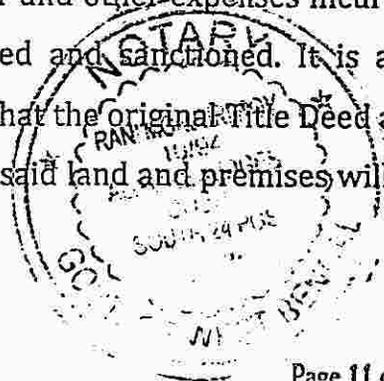
8. That the Owners hereby agree, undertake and confirm that the Developer shall be entitled to construct and complete the said multi-storied building on the said Schedule 'A' mentioned Land of the said premises within the stipulated time period and retain, enjoy and deal with and transfer the Developer's Allocation TOGETHER WITH undivided share in the land of the said premises



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attributable to the said Developer's Allocation without any interruption, objection, disputes, interference, hindrance of the said Owners and that the appointment of the said Developer as "DEVELOPER" of the said premises and the rights of the said Developer to construct the said multi-storied building in-terms of this Agreement shall always be revocable on the part of the said Owners. It is however agreed by the Developer, that the Developer shall not deliver up the possession of Developer's Allocation to Third Party without First delivering the possession of the Owners' Allocation completed in all respect to the Owners within the notice period of 30 (thirty) days as stipulated in Clause No.33 hereunder.

9. That at the time of execution of this presents, the Owners shall handover all the available original and certified copies of the Deeds, link deeds, Mutation certificate, tax Bill of K.M.C. , Khazna receipts, Mutation/conversion Certificate of B.L. & L.R.O. etc. of the said premises to the custody of Developer herein, against valid receipt, free from all encumbrances, charges, liabilities and the OWNERS shall not deal with the same in any manner and shall not deposit the same for securing any money claim and the Developer herein, shall always allow the Owners to have inspection of the said documents as and when required for establishing and proving the title of the said Owners. It is recorded that, true authenticated photo copies of the said title deeds have already been given to the Developer. It is also agreed that the original sanctioned plan after obtaining from the Kolkata Municipal Corporation shall be in the custody of the said Developer and the Owners will get a Xerox copy of the said sanctioned plan for their own satisfaction and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said plan prepared and sanctioned. It is also mutually agreed by and between the parties herein that the original Title Deed and all other requisite original documents related to the said land and premises will be



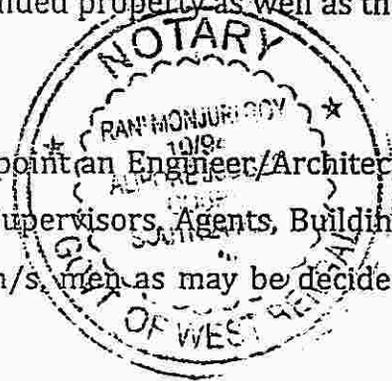
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in the custody of the Developer/Second Part herein and the Developer will be bound to produce the same as and when required and demanded by the Owners for valid reasons etc. It is pertinent to mention that all the original Deeds/documents, which were received from the Owners by the Developer at the time of these presents as per the terms and conditions of this Development Agreement, will be returned/handed over by the Developer to the Owners at the time of handing over the Owners' Allocation and refunded of Adjustable amount simultaneously.

10. That it is agreed that, the Owners shall also from time to time sign all other documents and execute, register the same at the cost and expenses of the Developer and shall also sign applications as may be necessary from time to time for the purpose of getting the building plan sanctioned and for the development of the said premises and construction of the new multi-storied Building on the land of the schedule 'A' mentioned premises. The new multi-storied Building shall be completed within 24(Twenty Four) Months from the date of commencement of work as per the sanction building plan of K.M.C. It is noted that the time period will be the essence of Contract.

11. That it is clearly agreed and understood by and between the parties herein, that the Owners will not be liable to bear and to pay any cost of construction of the Building and other common benefits and facilities, it will be borne by the Developer herein, "The "Owners' Allocation" has been determined as sanctioned F. A.R.(Owners' Allocation) against the cost of their landed property as well as the Developer's Allocation only.

12. That the Developer herein, shall be entitled to appoint an Engineer/Architect, Licensed Building Surveyor, Overseers and/or their Supervisors, Agents, Building Contractors, Labour Contractors and/or other person/s, men as may be decided



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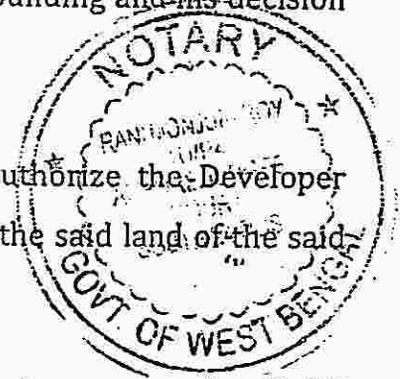
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and selected by the Developer from time to time commencing, carrying on with the construction and for the purpose of completion of the new multi-storied Building as per the sanctioned building plan at the Schedule mentioned premises.

13. That immediately upon execution of this Development Agreement and before sanction of the building plan, the Owners shall make over the khas vacant and peaceful physical possession of the said premises/land to the said Developer without any objection or further delay. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the construction of the multi-storied building in all respect on the said premises and delivery, sale and/or transfer of the flats or shops or car Parking space/s and/or constructed portions duly completed under the Developer's Allocation. During the continuation/pendency of this Development Agreement, the Owners shall not be entitled to revoke rights of khas possession to be held by the Developer until and unless the new multi Storied Building is completely finished strictly within the stipulated time period as mutually agreed by and between the parties herein. However, the Developer shall prepare and develop the said land and premises for necessary construction at its own cost and expenses and the Developer will be entitled to start construction on the same as per the sanctioned Building Plan of K.M.C.

14. That for the purpose of ascertaining the undivided share in the land attributable to the Developer's Allocation, the total Super Built Up Area of the entire Flats and the total area of land shall be duly measured and ascertained by Architects/Engineer in charge of construction of the said building and his decision in the behalf shall be final and binding.

15. That the said Owners do hereby grant unto and authorize the Developer with exclusive right and power to build upon and exploit the said land of the said

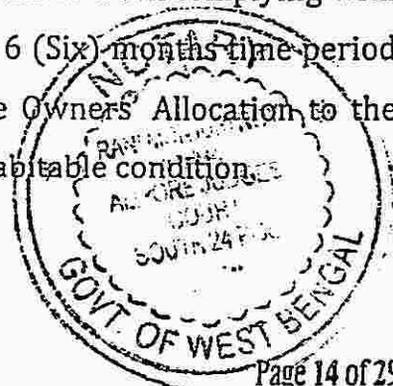


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premises and to construct on the land of the said premises, building of such height and lawful nature thereof as shall be decided by the said Developer and will be permitted to construct under the building plan and to get sanction by the said Developer in terms of this Agreement. It is agreed that, the Developer shall be solely responsible for such construction of the building according to the building Rules of the Kolkata Municipal Corporation and in compliance with all laws, rules and provisions and in strict conformity with the detailed drawings specifications proposals and features, contained in the plan to be sanctioned, and all necessary cost and expenses in relation thereto till completion of the building, sale and/or transfer/hand over of the Flats to the intending Buyers. The said Developer shall always keep the said Owners indemnified against all claims and processes and responsibilities arising out of any deviation in constructing the said building by the said Developer and the Developer shall always remain responsible for all third party's claims.

16. That the Owners also agree and covenant not to interfere with the possession of the Developer and also with that act and work of the said building and the Owners shall not in any manner object, restrict, obstruct, hinder or impede the said work of construction in the said building by the said Developer.

17. That the Developer shall unless hindered or impeded or obstructed by circumstance beyond control or any abnormal situation, will complete the construction of the said building on the land of the said premises within 24 (Twenty Four) months from the day of commencement of work complying with the Building Rules and Regulations of K.M.C. excluding 6 (Six) months time period in the event of FORCE MAJEURE and shall deliver the Owners' Allocation to the Owners within the said stipulated period in good and habitable condition.



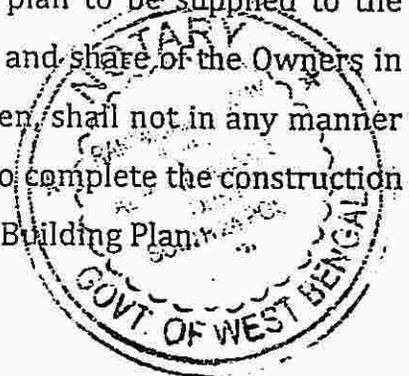
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18. That from the date of receiving khas vacant possession of the said property and until completion of the new multi-storied building in good and habitable condition within the said period, all municipal Rates and taxes of the said property, including the pending taxes, shall be borne and paid by the Developer and it is agreed that, the Owners shall not be liable for the same. It is also mutually agreed and expressly understood that all arrears of Municipal Rates and Taxes and other outgoings of the said property up to the date of making possession to the Developer herein shall be borne and paid by the said Owners exclusively. Afterwards, the Owners herein shall be liable to pay the Municipal Rates and Taxes and other outgoings on the Owners' Allocation from the date of delivery of the same by the Developer.

19. That it is agreed that the Owners and Developer shall duly comply with all requirements and other formalities for obtaining sanction of the Building Plan and the Owners herein or their Constituted attorney on their behalf, shall always sign, execute all documents, plans, affidavits and undertakings, declaration that will be required to be filed with the K.M.C. from time to time in connection with the sanction of the said building plan. The Developer shall also as Constituted Attorney on behalf of the Owners be entitled to do, sign, execute and/or to deliver all documents, plans, affidavits, undertakings in the name of the Owners.

20. That the Developer shall be entitled to get the said plan modified from time to time according to his discretion and the copy of the plan to be supplied to the Owners before modification and in doing so the rights and share of the Owners in respect of the Schedule mentioned property, to be given, shall not in any manner be affected AND the Developer shall always be bound to complete the construction of the said multi-storied Building as per the sanctioned Building Plan.



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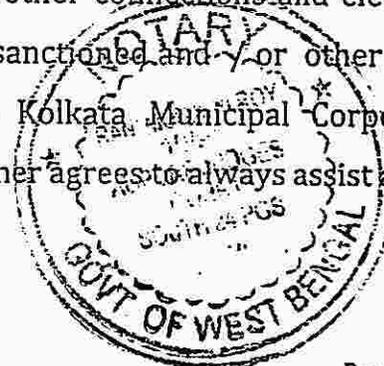
21. That it is agreed that, in calculating the proportion of Super Built-Up Area of the Building and Developer's/Owners' Allocation and area of the roof, open side, front, rear spaces on the ground floor and other compulsorily left over spaces and all common facility of the building and common space and all common area with the Owners and the Developer shall be taken into account and respective calculation.

22. That the Owners and the Developer shall comply with all other requirements of the Municipal Authorities and/or other authorities having jurisdiction in the matter relating to the constructions of the said building at the land of the said premises and will abide by the direction or directions of the Municipal Authorities and other authority having jurisdiction in the matter.

23. That it is agreed that, the land of the said premises shall always from dated hereof be indivisible and neither the Owners nor the Developer nor their respective transferees shall be entitled to claim any partition, sub-division or any separation of the land of the said premises, and it is agreed that, the said land shall be held jointly undivided but in proportionate share.

24. That the Owners agree to defend the title of the said premises and also defend the possession and rights of the Developer for constructing the said building as envisaged in this Agreement.

25. That the Developer shall be entitled at its' own costs and charges and expenses to carry out all and every items of work from development of the said premises including laying drains, cables, water pipes and other connections and electricity connection in terms of the said plan to be sanctioned and/or other terms and conditions that maybe imposed by The Kolkata Municipal Corporation and other Government Departments and the Owner agrees to always assist and co-



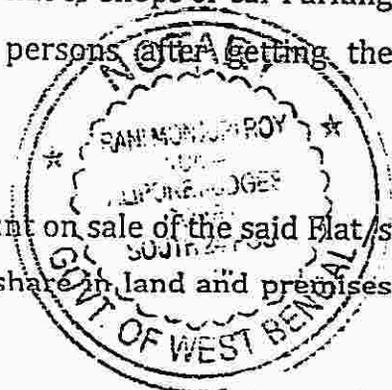
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operate with the Developer as will be required and necessary from time to time to carry out in the said development work and make construction of the said building as per said sanctioned plan.

26. That the Developer shall be entitled to use the entire available F.A.R. in respect of the said premises and get the plan prepared and sanctioned using the entire F.A.R.

27. That the Developer shall be at liberty to sell and / or allot the Developer's Allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement For Sale and transfer thereof and / or in its' discretion to enter into agreement for the sale of the said Developer's Allocation with the intending Purchasers to acquire the said flat or shops or car Parking space/s and to receive construction costs from them from time to time. The Developer shall also be entitled to enter into Agreement for Sale of undivided share of land of the said property in favour of the intending Purchasers of the flat or shops or car Parking space/s and / or persons intending to acquire the flats and have the same constructed by the said Developer save and except the proportionate right of the Owners. The Owners agree that, they will join the said Agreement/s respectively for the sale of flat or shops or car Parking space/s together with undivided share in land and/or also for either sale of the said constructed flat or shops or car Parking space/s and / or for constructing the flats on behalf of the respective intending persons as may be required by the Developer from time to time and the Owners will agree to transfer the undivided share in the land and to confirm and transfer the undivided share in the land and to confirm and transfer of the constructed area and / or making of construction of the flat or shops or car Parking space/s on behalf of the Purchasers or intending persons after getting the allotment of the Owner.

28. That it is agreed that, the entire consideration amount on sale of the said Flat/s / Car Parking Spaces/shops together with undivided share in land and premises



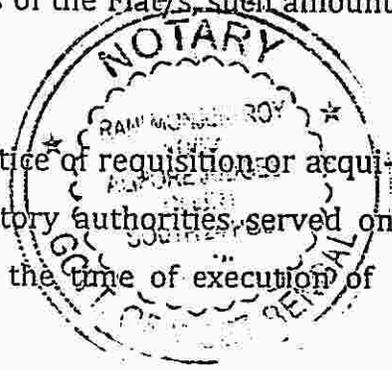
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under the Developer's Allocation shall be received exclusively by the Developer as aforesaid without any right claim or dispute or objection of the said Owners.

29. That the Developer shall always have a paramount claim security or charge on the land of the said property in respect of the costs of construction and other expenses that shall be borne and paid and incurred by the Developer till the completion of the construction and sale and transfer of Developer's Allocation and the undivided share of land and premises of the Developer's Allocation in favor of the Developer or it's nominees and / or appointees in terms of the said Agreement.

30. That it is mutually settled by and between the parties hereto, that, if for any technical reason/s whatsoever, the Developer cannot complete the construction within 24(Twenty Four) months including 6 (Six) months, in the event of FORCE MAJEURE, from the date of commencement of work, in that case, the Owners shall allow the Developer another suitable time to complete all the required works for completion of the construction of the proposed multi-storied Building and till such time, as both the parties herein, shall observe and co-operate with each other for the purpose of successful accomplishment of this Development Agreement in respect to the aforesaid Schedule mentioned Premises. However if the Developer fails to complete the building within the afore-stated stipulated time period, then compensation for that delayed period is to be paid by the Developer to the Owners herein and that will be settled by the Parties herein amicably afterwards. It is also to be noted that if any compensation for the delayed period is to be paid to the Purchaser/s of the Flat/s, such amount of compensation shall be borne by the Developer.

31. That the Owners have assured that, there is no notice of requisition or acquisition from the Government or from any other statutory authorities served on the said Owner and / or his predecessors-in-title at the time of execution of



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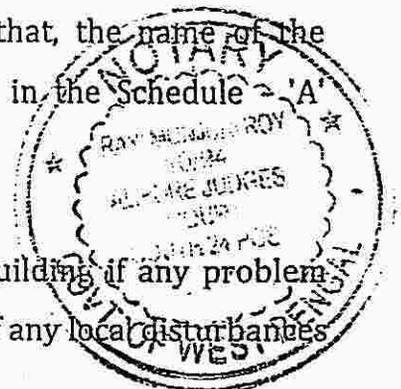
Development agreement and that, the Owners are fully entitled to deal with the said property as the absolute owners and to enter into this agreement with the Developer without any restriction restraint or objection from anybody.

32. That the Developer shall be entitled and is authorized in the name of the Owners as far as necessary to apply for and obtain cement, steel, bricks and other building materials for construction and the said building at the land of the said premises and apply and obtain and/or permit connections water, electricity power, drainages, sewers and other inputs and facilities of the said building and enjoyment of the Parts and portions therein at the costs of the Developer.

33. That after completion of construction of the building, the Developer shall give written notice to the Owners intimating the Owners to accept the delivery of the Owners' Allocation in the building within 30 days from the date of completion of the building and the Developer and/or the Owners herein shall be entitled to hold and keep the management of the said building at the costs of the respective unit holders / persons entitled to other places and portions of the said building and to receive proportionate contribution of maintenance charges, taxes, replacement expenses, repair expenses and costs of installations repairs maintenance etc., as are paid by the unit Holders of the building containing self-contained residential apartments, which will be amicably settled by all the Flat Owners and the Developer herein.

34. That both the parties herein, have mutually agreed that, the name of the proposed multi-storied Building will be "....." in the Schedule 'A' mentioned Premises.

35. That during the construction and completion of the building if any problem crops up between the Owners and the Developer herein or if any local disturbances



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occur, that will be sorted out immediately and both the parties herein, shall settle the matter / problem amicably by discussion for the purpose of securing their best interest and benefit.

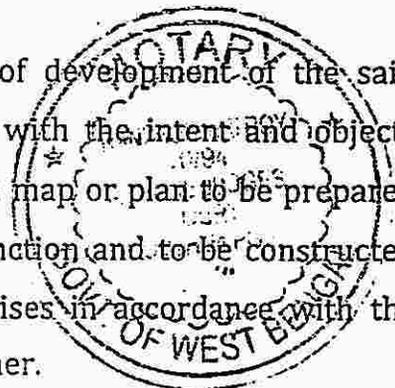
36. That it is also mutually settled that, in case of serious disagreement, during the period of construction, by and between the parties herein, that, matter will be referred to the common Arbitrator as mutually agreed upon and the decision of that Arbitrator will be binding upon both the parties herein.

37. That after completion of the building any extra work/ construction demanded by the Owners herein (other than mentioned in the work schedule) will be borne by the Owners herein, for such-extra work or construction in their allocation.

38. That after completion of the project, the Developer shall collect the necessary Completion Certificate from the competent Authority of the Kolkata Municipal Corporation at his own cost and expenses and shall provide the photo copy of the same to the Owners.

39. The Developer shall bear and pay the entire cost for installation of the common/Main Electric Meter of the building and also the cost for installations of the individual Meter of the said Flat under Owners' Allocation up to a maximum limit of 0.5KW (connected load) as applicable. In case of any extra load of power supply, the Owners shall be solely liable to pay for such extra Deposit to the CESC Ltd. as per requisition.

40. The Owners hereby grant the exclusive right of development of the said premises unto and in favour of the Developer herein with the intent and objects that the Developer herein shall be entitled to have a map or plan to be prepared for being submitted to authorities concerned for sanction and to be constructed and completed the new building on the said Premises in accordance with the sanction plan of K.M.C. after prior approval of the Owner.



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41. That the Purchasers and/or nominees of the Developer herein, shall be entitled to borrow HBL/funds and/or hypothecation from any Nationalized Bank, Private Bank and/or N.B.F.C., L.I.C.H.F.L. etc. to complete the purchase procedure in respect of the Flat/s and Car Parking Space/s/shops under Developer's Allocation and in that case the Owners herein, shall extend necessary co-operation to the Purchasers/Developer herein and the Owners have no objection and/or any right/claim for any reasons in respect thereto. At the same time the Developer has absolute right to avail any mortgage loan/project loan from from any Nationalized Bank, Private Bank and/or N.B.F.C., L.I.C.H.F.L. etc. against the said land and building under construction on Developer's allocation only and in that case the Owners have no objection and/or any right/claim for any reasons in respect thereto and the Owners will assist and sign all the requisite papers related to the matter of hypothecation/mortgage without any objection.

42. The Owner shall execute a DEVELOPMENT POWER OF ATTORNEY in favour of the Developer for the smooth enjoyment and completion of the project/building and to collect the consideration money from the intending Purchaser/s of the Developer's Allocation portion of the building as stated herein above simultaneously at the time of signing of this Agreement.

43. That it is hereby agreed by and between the parties herein that the Developer/Second Party shall be entitled to borrow money and/or take project loan for the housing project and/or building hereof from any Nationalized Bank/Co-operative Bank / Financial institution / LICHFL / HDFC etc. without creating any financial liabilities of the land Owner/First Part herein and/or Owner's Allocation or in any manner whatsoever.

44. The complete construction specification shall be part of the agreement under Schedule - 'E'.

45. That the OWNER and the DEVELOPER have entered into this Agreement purely on principal or principal basis and nothing contained herein shall be deemed to



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construe as a partnership or a joint venture between the OWNER and the DEVELOPER and they shall not be allowed to constitute any association of persons in any way.

46. That during construction if required, a Supplementary Agreement may be executed by and between the parties herein which will be treated as part and parcel of this Development Agreement.

47. During construction if any accident occurs the DEVELOPER shall have to face the entire consequences thereof and pay the necessary penalty to such person(s) as and when necessary. The OWNERS shall never be liable for any financial and/or legal liability thereof and the same shall be taken up by the DEVELOPER only.

SCHEDULE 'A' ABOVE REFERRED TO:

[SAID PROPERTY/LAND/PREMISES]

ALL THAT piece and parcel of a plot of homestead Land, Plot No. 180B, Phase-II, measuring about 02 Cottahs 08 Chittacks 00 Sq. Ft. more or less, ^{along with a R.T.C. measuring 100 SFT (approx.)} lying and situated at Mouza - Nayabad, pertaining to R.S. Dag No. 135(part), R.S. Khatian No. 101, J.L. No. 25, P.S. Purba Jadavpur, within the limits of The Kolkata Municipal Corporation, Ward No. 109, Borough - XII, Dist. : 24-Parganas(S), together with land and premises with necessary easements at Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, Sub. Registry Office at Additional District Sub-Registration office at Sealdah and District Registry offices at Alipore together with all easement attached thereto and butted and bounded as follows :-

- ON THE NORTH : By tank part of R.S. Dag No. 135
- ON THE SOUTH : By 40 FT. Wide Black Top Road
- ON THE EAST : By Plot No. 180A
- ON THE WEST : By 10 FT. Wide Common Passage



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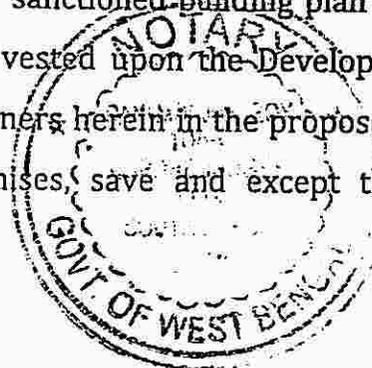
SCHEDULE - 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)

That out of the total F.A.R. as per the sanctioned plan duly issued by the Kolkata Municipal Corporation, the Owner of the First Part shall be entitled to the below mentioned sanctioned area in the following manners :-

(a) Entire Top Floor in the form of one Flat, as per the sanctioned building plan of K.M.C. in the proposed multi-storied building upon the said premises AND (b) Adjustable-refunded amount of Rs.6,25,000/- (Rupees Six Lac Twenty Five Thousand) only which had already been paid by the Developer to the Owners before the date of signing of these presents and the aforementioned adjustable amount will be refunded by the Owners to the Developer herein at the time of hand-over the Owners' Allocation completed in all respect complying with the terms and conditions of these presents.

SCHEDULE "C" ABOVE REFERED TO
(DEVELOPER'S ALLOCATION)

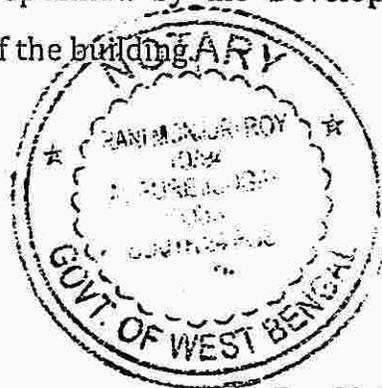
ALL THAT the balance area of the sanctioned F.A.R. (DEVELOPER'S ALLOCATION) in the form of Flat/s/Car Parking Space/s/Shops, as per sanctioned building plan of K.M.C. will be treated as Developer's Allocation and vested upon the Developer herein without any objection and/ or Claim of the Owners herein in the proposed new multi-storeyed Building in the aforesaid Premises, save and except the aforesaid Owners' Allocation.



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SCHEDULE - "D" ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

1. Stairs, Stair cases on all floors.
2. Stair case landing and mid landings from all floors.
3. Common passage from Public Road, entrance gate up to the stair case on the Ground Floor and lobby / path way up to the entrance of the Schedule Appt.
4. Common passage and lobby on ground floor.
5. Roof, Mounted Room, Parapet wall and other necessary installations.
6. Water Pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
7. All open spaces in the front side and the side spaces surrounding the multi-storeyed building.
8. All electrical fittings, electrical wiring, common electrical meter, common electrical meter board and other necessary electrical installations meant for common use for the flat/unit holders/"
9. Drainage and sewers including man-hole Junction pits etc.
10. Boundary walls and main gate and/or side gates if any.
11. Such other common parts, areas, equipments and installations fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.



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THE SCHEDULE - 'E' ABOVE REFERRED TO
TECHNICAL SPECIFICATION OF THE UNITS/ BUILDING

Structure: The building shall have R.C.C. framed structure of Escalated spread footing.

Foundation Bedding: P.C.C. (1:3:5) on 3" thick B.F.S.

Brick wall: All exterior brick work shall be 8" thick, Partition Wall 5" with bricks of approved quality of C.M (1:6).

Floor Bedding: P.C.C. (1:3:5) floor bedding 4" thick (average) over 3" thick soling in Ground Floor.

Floor finish. Skirting etc.

Vitrified Tiles (as per Owners' choice) Flooring to all rooms; Kitchen & Toilet and 1800mm glazed/mat-finished tiles to bath and 3' height glazed tiles above cooking platform and sink. Marble flooring to stair cases and stair landings.

Plaster: That the outside of the Building will have sand, cement plaster (1:5). 3/4" thick (average) whereas the inside and the ceiling plaster will be 6 mm thick (average) in (1:4).

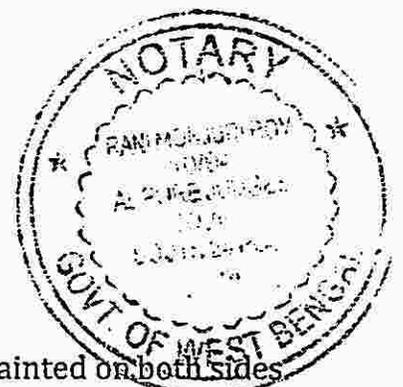
Doors & Windows:-

Main Entrance Door

- a) Wooden paneled door painted both sides.
- b) Wooden door frame.
- c) Stainless Steel tower bolt from inside .
- d) Electrical bell point.
- e) Mortise Lock.
- f) Decorative Handle on the Front Door.

Other Doors:-

- a) Commercial flush door (Factory made phenol bonded) painted on both sides



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- b) Wooden door frames.
 c) Stainless Steel tower bolt from inside.
 d) P.V.C. doors in Toilet and W.C.

Windows:- Aluminum Glass with M.S. grill (inside) as per the approved design of the architect and Box Grill painted with primer.

Painting & Finish:-The Building shall be painted externally with weather coat paint. The inside of the each flat shall be finished with wall putty on the plastered surface.

Toilet & Kitchen:-

1. Toilet & W.C.

European type white commode and P.V.C. cistern in both the toilets. One Wash basin and one shower point and two bib cocks and one Commode Shower with one tap. (Commode and coloured Wash basin of Make Hindware)

2: -Kitchen

One Stainless steel sink in kitchen, Two taps. One Black Stone Platform in the kitchen.

Stairs and Stair-cases :-

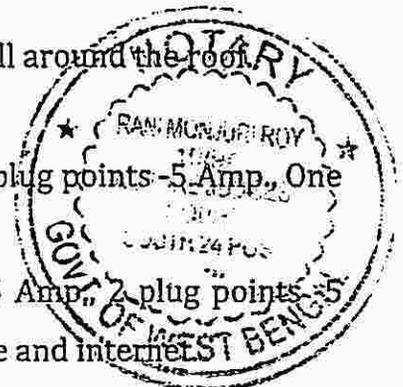
1. The stairs and stair cases shall be finished with marble stone with skirting. Stair-case room will be provided with Aluminum window with box grill for light and ventilation as per design.
2. Space for electric meter with necessary grill.

Roof:-

1. Concrete roof will be finished in net cement.
2. 4' ft. height and 5" Thick parapet wall will be provided all around the roof.

Electrical Installation:-

- a) Each Bed Room:- 2 light points, 2 fan points - 5 Amp., 2 plug points - 5 Amp., One A.C. point in all bed Rooms.
- b) Living/Dinning Room:- 2 light points, 2 fan points - 5 Amp., 2 plug points - 5 Amp, separate plug points for T.V., Freeze, Telephone, Cable and internet.



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c) Kitchen:-2 light points, 1 exhaust fan/chimney point-5/15 Amp., 2 plug points - 15 Amp. (One for micro oven and another for water filter).

d) W.C.:-1 light-point, exhaust fan point.

e). Each Balcony :-1 light point

f) Toilet:- 1 Light Point, 1 exhaust fan point,- 5 Amp., 1 plug point 15 Amp. One Geysers point.

g) One wash basin at dining.

All wiring will be concealed as per existing C.E.S.C.. Regulations :

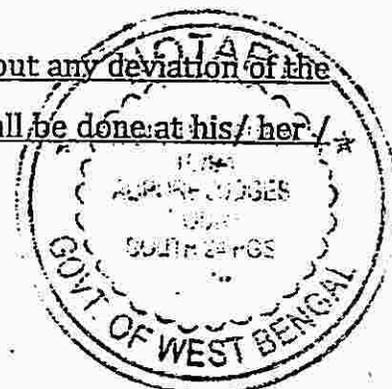
Water Supply :

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

Compound :

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

NOTE : Any extra work other than the Work Schedule (without any deviation of the Sanctioned Building Plan) required by the Owner herein, shall be done at his/ her / their own costs and expenses.



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

SIGNED, SEALED & DELIVERED by the Parties
 at Kolkata in the presence of:

WITNESSES:

1. *Asim Chatterjee*
 29A, Jyanti Road,
 Kolkata - 700 075.

Hemangsu Das
Sumitra Das

 SIGNATURE OF THE OWNERS

2. *Raja Shalibhushan*
Alipore police court
W-27

Biswjit Roy

 SIGNATURE OF THE DEVELOPER

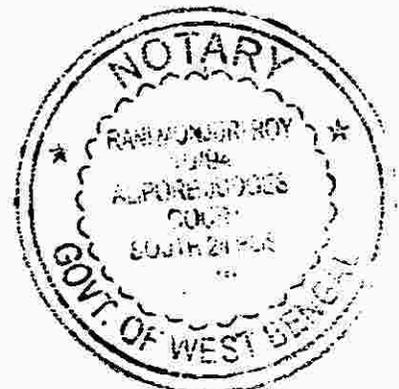
Drafted by me and prepared in my Office:

Smiteh Chatterjee

(SMITEH CHATTERJEE)

ADVOCATE [ENROL. NO. F/976/776/2011]

ALIPORE CRIMINAL COURT, KOL - 27.



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MEMO OF CONSIDERATION

Received the within mentioned Adjustable/refundable amount of Rs.6,25,000/- (Rupees Six Lac Twenty Five Thousand) only from the within mentioned Developer in terms of these presents, in the following manners :-

PARTICULARS

AMOUNT[RS.]

Before the date of execution of these presents :-

(i) RTGS/ HDFCR2022012792722858/HDFC/CHAKGARIA/27.01.2022	3,50,000/-
(ii) RTGS/32221814684716/ CHAKGARIA/01.02.2022	1,00,000/-
(iii) RTGS/33102203021085/ CHAKGARIA /02.03.2022	1,00,000/-
(iv) UPI/122778215941/HDFC/SANTOSH PUR BR./15.08.2021	25,000/-
(v) UPI/122778168015/HDFC/SANTOSH PUR BR./15.08.2021	25,000/-
(vi) UPI/123683634744/HDFC/SANTOSH PUR BR./24.08.2021	25,000/-

TOTAL Rs.-6,25,000/-

[RUPEES SIX LAC TWENTY FIVE THOUSAND ONLY]

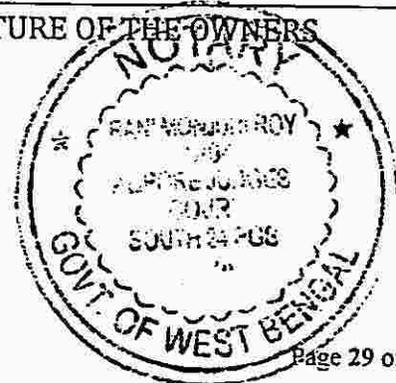
WITNESSES :

1. *Hein Das*

*Heinangsu Das
Sumitra Das*

SIGNATURE OF THE OWNERS

2. *Raja Bhull Charya*



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		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name

Signature *Himanshu Das*



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name

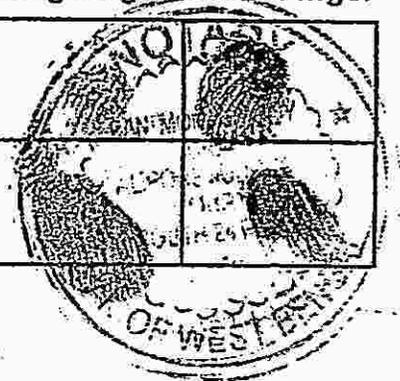
Signature *Sumitra Das*



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left hand						
right hand						

Name

Signature *Biswajit Ray*





भारत सरकार
Unique Identification Authority of India

Enrollment No.: 1040/21227/0441

To
Himangsu Das
হিমংসু দাস
U 14
PANCHASAYAR
Panchasayar
Panchasayar, Kolkata
West Bengal - 700094



KL865125528FT
86512552



আপনার আধার সংখ্যা / Your Aadhaar No. :

7283 8671 8470

আধার - সাধারণ মানুষের অধিকার



হিমংসু দাস
Himangsu Das
পিতা : নগিন্দ্রনাথ দাস
Father: Nanigopal Das

জন্মতারিখ/DOB: 16/02/1955
পুরুষ / Male

7283 8671 8470

আধার - সাধারণ মানুষের অধিকার



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



হিমংসু দাস
Himangsu Das
পিতা : নগিন্দ্রনাথ দাস
Father: Nanigopal Das
জন্মতারিখ/DOB: 16/02/1955
পুরুষ / Male

Address U 14
PANCHASAYAR,
Panchasayar, Kolkata
Panchasayar, West Bengal
700094

7283 8671 8470



1547
1A00 300 1947



help@uidai.gov.in

www.uidai.gov.in

Himangsu Das





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Enrollment No. : 1507/11142/04804

To
Sumitra Das

05/04/2014

U 14
PANCHASAYAR
Panchasayar
Panchasayar, Circus Avenue, Kolkata,
West Bengal - 700094
9477328163



KA470526063FH

47052606



आपका आधार क्रमांक / Your Aadhaar No. :

3448 1418 7077

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India

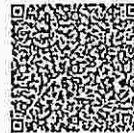


Sumitra Das
Father : Nirmal Kanti Das

DOB 06/02/1962

Female

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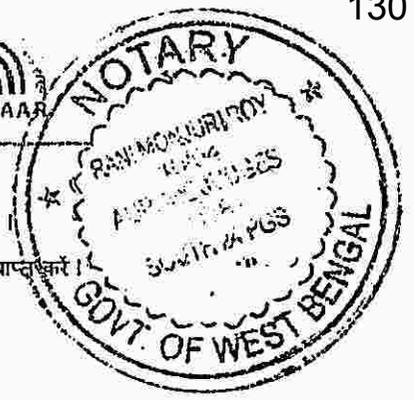


मेरा आधार, मेरी पहचान

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सचना

- 1. पहचान का प्रमाण है, नागरिकता का नहीं।
- 2. पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

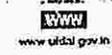
Sumitra Das



भारत सरकार
Unique Identification Authority of India

Address: U 14, PANCHASAYAR,
Panchasayar, Panchasayar,
Kolkata, West Bengal, 700094

3448 1418 7077

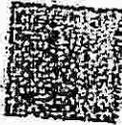


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भारत सरकार
GOVERNMENT OF INDIA



बिसुजित राय
Biswajit Roy
जन्मदिनांक/ DOB: 15/06/1968
पुरुष / MALE



6349 3233 0557

आमरा आधार, आमरा परिचय

Biswajit Roy

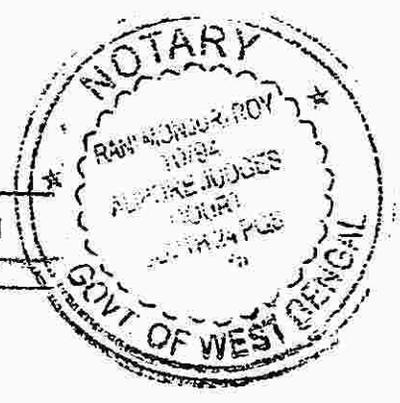


भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना: Address:
 जय/५ बिसुजित राय, 2679, S/O: Biswanath Roy, 2679,
 नयाबाद, पंचकुस्यूर, कोलकाता, NAYABAD, Panchakusyur,
 पश्चिम बंगाल - 700094 Kolkata,
 West Bengal - 700094

6349 3233 0557

MEERAADHAAR, MERI PEHACHAN



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स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEVPD2400C



नाम /NAME

HIMANGSU DAS

पिता का नाम /FATHER'S NAME

NANIGOPAL DAS

जन्म तिथि /DATE OF BIRTH

16-02-1955

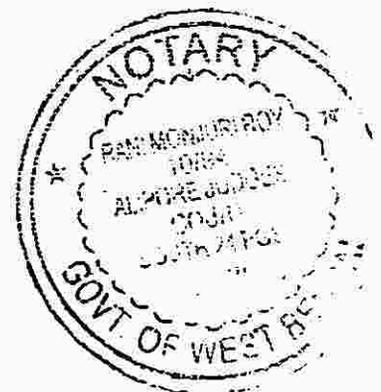
हस्ताक्षर /SIGNATURE

Himangsu Das

Stalin

आयकर आयुक्त. (कम्प्यू. अपा.), काल
COMMISSIONER OF INCOME-TAX(C O), KOLKATA

Himangsu Das



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Major Information of the Deed

Deed No :	I-1630-02840/2022	Date of Registration :	11/05/2022
Query No / Year	1630-2001345048/2022	Office where deed is registered	
Query Date	08/05/2022 3:39:27 PM	D.S.R. - V SOUTH 24-PARGANAS. District: South 24-Parganas	
Applicant Name, Address & Other Details	ASIM CHAUDHURI 39A AJANTA ROAD, Thana : Purba Jadabpur, District : South24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9330091056, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,25,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 49,76,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 6,303/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 2963, , Ward No: 109 Pin Code : 700099

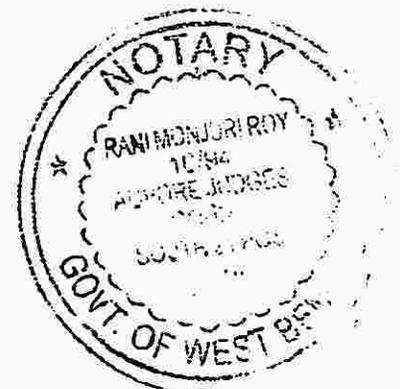
Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 8 Chatak	1/-	49,49,999/-	Width of Approach Road: 40 Ft.,
Grand Total :				4.125Dec	1 /-	49,49,999 /-	

Structure Details :

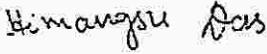
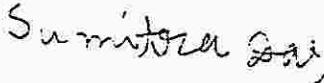
Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years. Roof Type: Tiles Shed, Extent of Completion: Complete

Total :	100 sq ft	1/-	27,000 /-	
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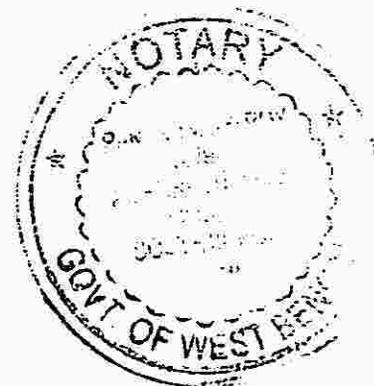


Land Lord Details :

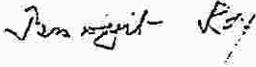
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr HIMANGSU DAS Son of Late NANIGOPAL DAS Executed by: Self, Date of Execution: 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	11/05/2022	LTI 11/05/2022	11/05/2022	
U/14 PANCHASAYAR, City:- Not Specified, P.O:- PANCHASAYAR, P.S:-Purba Jadabpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AExxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 ,Place : Office				
2	Name Mrs SUMITRA DAS Wife of Mr HIMANGSU DAS Executed by: Self, Date of Execution: 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	11/05/2022	LTI 11/05/2022	11/05/2022	
U/14 PANCHASAYAR, City:- Not Specified, P.O:- PANCHASAYAR, P.S:-Purba Jadabpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	BISWAJIT ROY 2879, NAYABAD, City:- Not Specified, P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 , PAN No.:: AFxxxxxx7C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			



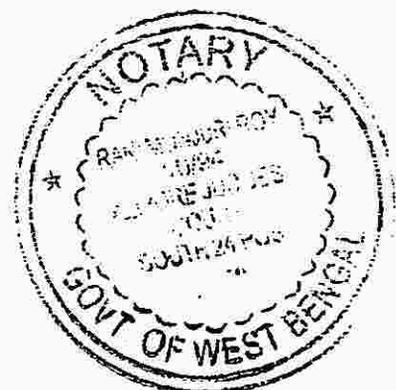
Representative Details :

Sl No	Name,Address,Photo,Finger,print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BISWAJIT ROY (Presentant) Son of Late BISWANATH ROY Date of Execution - 11/05/2022, , Admitted by: Self, Date of Admission: 11/05/2022, Place of Admission of Execution: Office	 <small>May 11 2022 1:40PM</small>	 <small>LTI 11/05/2022</small>	 <small>11/05/2022</small>
2879 NAYABAD, City:- Not Specified, P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7C, Aadhaar No: 63xxxxxxxx0557 Status : Representative, Representative of : BISWAJIT ROY (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ATANU BHATTACHARJEE Son of Late SWAPAN BHATTACHARJEE 26/12 SIR GURUDAS ROAD, City:- Not Specified, P.O:- NARKELDANGA, P.S:- Narikeldanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700011	 <small>11/05/2022</small>	 <small>11/05/2022</small>	 <small>11/05/2022</small>
Identifier Of Mr HIMANGSU DAS, Mrs SUMITRA DAS, Mr BISWAJIT ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr HIMANGSU DAS	BISWAJIT ROY-2.0625 Dec
2	Mrs SUMITRA DAS	BISWAJIT ROY-2.0625 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr HIMANGSU DAS	BISWAJIT ROY-50.00000000 Sq Ft
2	Mrs SUMITRA DAS	BISWAJIT ROY-50.00000000 Sq Ft



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Endorsement For Deed Number : I - 163002840 / 2022

On 11-05-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 13:35 hrs on 11-05-2022, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr BISWAJIT ROY ,

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 49,76,999/-

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

Execution is admitted on 11/05/2022 by 1. Mr HIMANGSU DAS, Son of Late NANIGOPAL DAS, U/14 PANCHASAYAR P.O: PANCHASAYAR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Service, 2. Mrs SUMITRA DAS, Wife of Mr HIMANGSU DAS, U/14 PANCHASAYAR, P.O: PANCHASAYAR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession House wife

Indetified by Mr ATANU BHATTACHARJEE, , , Son of Late SWAPAN BHATTACHARJEE, 26/12 SIR GURUDAS ROAD P.O: NARKELDANGA, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700011, by caste Hindu, by profession Others

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

Execution is admitted on 11-05-2022 by Mr BISWAJIT ROY, PROPRIETOR, BISWAJIT ROY (Sole Proprietorship), 2879, NAYABAD, City:- Not Specified, P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094

Indetified by Mr ATANU BHATTACHARJEE, , , Son of Late SWAPAN BHATTACHARJEE, 26/12 SIR GURUDAS ROAD P.O: NARKELDANGA, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700011, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,303/- (B = Rs 6,250/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 6,271/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2022 5:13PM with Govt. Ref. No: 192022230023255181 on 10-05-2022, Amount Rs: 6,271/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 323328518 on 10-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 6,971/-

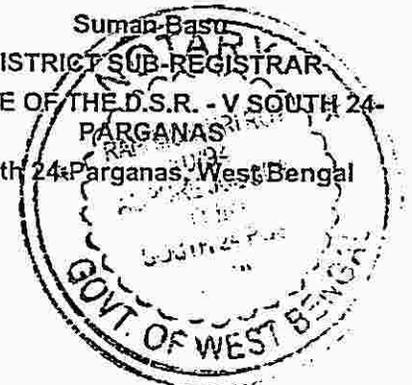
Description of Stamp

1. Stamp: Type: Impressed, Serial no 38477, Amount: Rs.50/-, Date of Purchase: 25/02/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2022 5:13PM with Govt. Ref. No: 192022230023255181 on 10-05-2022, Amount Rs: 6,971/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 323328518 on 10-05-2022, Head of Account 0030-02-103-003-02

Suman Basu

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24 Parganas, West Bengal



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 116869 to 116912

being No 163002840 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.05.11 16:56:04 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2022/05/11 04:56:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

01/12/22

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 688780

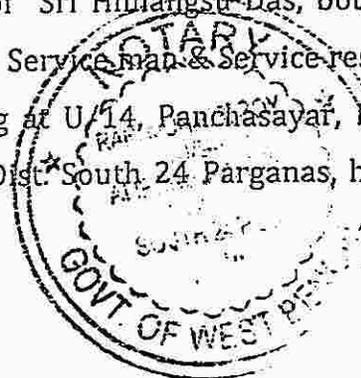
Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with document are the part of this document.

S. Das
District Sub Registrar-V
Alipore, South 24 Parganas

11 MAY 2022

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THIS PRESENTS that We, (1) SRI HIMANGSU DAS (PAN : AEVPD 2400C), son of Late Nanigopal Das & (2) SMT. SUMITRA DAS (PAN : ADMPD 8165A), wife of Sri Himangsu-Das, both by faith Hindu, both by occupation- Retired Service man & Service respectively, both Indian Citizens, both residing at U/14, Panchasayar, P.O. & P.S. Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, hereinafter



be called and referred to as the 'OWNERS', are the absolute and lawful Joint Owners of ALL THAT piece and parcel of a plot of homestead Land, Plot No. 180B, Phase-II, measuring about 02 Cottahs 08 Chittacks 00 Sq. Ft. more or less, lying and / situated at Mouza - Nayabad, pertaining to R.S. Dag No. 135(part), R.S. Khatian No. 101, J.L. No. 25, P.S. Purba Jadavpur, within the limits of The Kolkata Municipal Corporation, Ward No. 109, Borough - XII, Dist. : 24-Parganas(S), together with land and premises with necessary easements at Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, together with necessary easements for egress and ingress from and to the main road, Sub Registry Office at Additional District Sub-Registration office at Sealdah and District Registry office at District Sub-Registrar-V at Alipore together with all easement attached thereto, and butted and bounded as follows:-

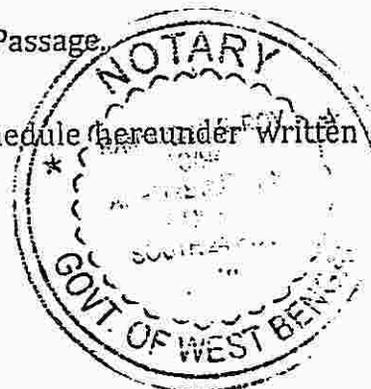
ON THE NORTH : By tank part of R.S. Dag No. 135

ON THE SOUTH : By 40 FT. Wide Black Top Road

ON THE EAST : By Plot No. 180A

ON THE WEST : By 10 FT. Wide Common Passage.

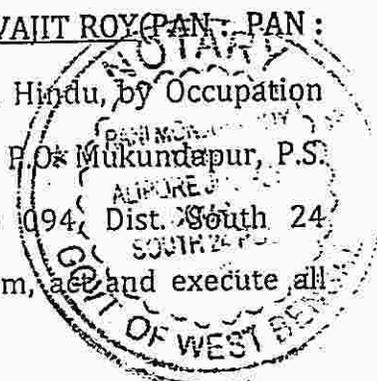
more fully and particularly described in the Schedule hereunder written and hereinafter be referred to as 'the said Property'.



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WHEREAS , We, have hardly any time to manage, supervise, administer our aforesaid property, for that reason, we have entered into a Development Agreement with M/S. BISWAJIT ROY(PAN : AFDPR 0887C), a Proprietorship business, having its' registered office at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, represented by its' Sole Proprietor SRI BISWAJIT ROY(PAN : PAN : AFDPR 0887C), son of Late Biswanath Roy, by faith Hindu, by Occupation Business, Indian Citizen, residing at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, hereinafter be called and referred to as the 'DEVELOPER' on 11.05.2022, for the purpose of development of our aforesaid Premises followed up by construction of a multistoried Building under the settled terms and conditions as more fully and particularly mentioned therein, duly registered with the Office of D.S.R. - √ , South 24-Parganas and recorded in Book -I, being No. 02840 , for the year 2022.

AND WHEREAS as per the mutually agreed terms and conditions, we have decided to appoint and nominate said M/S. BISWAJIT ROY(PAN : AFDPR 0887C), a Proprietorship business, having its' registered office at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, represented by its' Sole Proprietor SRI BISWAJIT ROY(PAN : PAN : AFDPR 0887C), son of Late Biswanath Roy, by faith Hindu, by Occupation Business, Indian Citizen, residing at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, as our Constituted Attorney to do, perform, act and execute all

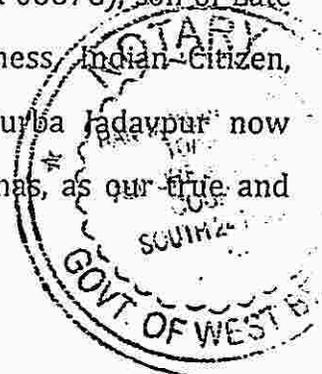


Hemangsu Das

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necessary and required activities for the aforesaid purpose in respect of our aforesaid ALL THAT piece and parcel of a plot of homestead Land, Plot No. 180B, Phase-II, measuring about 02 Cottahs 08 Chittacks 00 Sq. Ft. more or less, lying and / situated at Mouza - Nayabad, pertaining to R.S. Dag No. 135(part), R.S. Khatian No. 101, J.L. No. 25, P.S. Purba Jadavpur, within the limits of The Kolkata Municipal Corporation, Ward No. 109, Borough - XII, Dist. : 24-Parganas(S), together with land and premises with necessary easements at Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas.

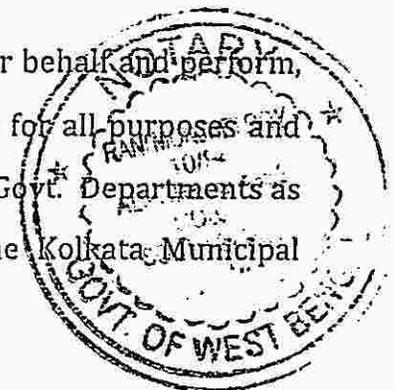
NOW KNOW YE ALL MEN AND THESE PRESENTS, We, (1)SRI HIMANGSU DAS(PAN : AEVPD 2400C), son of Late Nanigopal Das & (2)SMT. SUMITRA DAS(PAN : ADMPD 8165A), wife of Sri Himangsu Das, both by faith Hindu, both by occupation- Retired Service man & Service respectively, both Indian Citizens, both residing at U/14, Panchasayar, P.O. & P.S. Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, do hereby Appoint, Nominate and Constitute M/S. BISWAJIT ROY(PAN : AFDPR 0887C), a Proprietorship business, having its' registered office at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, represented by its' Sole Proprietor SRI BISWAJIT ROY(PAN : PAN : AFDPR 0887C), son of Late Biswanath Roy, by faith Hindu, by Occupation Business, Indian Citizen, residing at 2879, Nayabad, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata - 700 094, Dist. South 24 Parganas, as our true and



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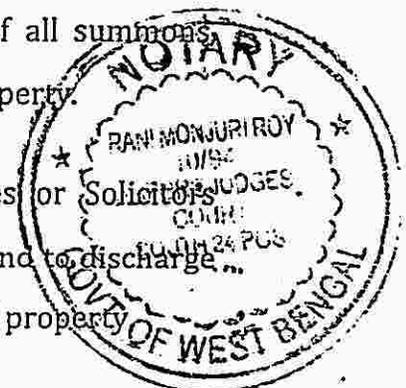
lawful ATTORNEY to act on our behalf, in our name and stead, to do, perform, act and execute all or any of the following act, deed and/or thing in respect of the property ALL THAT piece and parcel of a plot of homestead Land, Plot No. 180B, Phase-II, measuring about 02 Cottahs 08 Chittacks 00 Sq. Ft. more or less, lying and / situated at Mouza - Nayabad, pertaining to R.S. Dag No. 135(part), R.S. Khatian No. 101, J.L. No. 25, P.S. Purba Jadavpur, within the limits of The Kolkata Municipal Corporation, Ward No. 109, Borough - XII, Dist. : 24-Parganas(S), together with land and premises with necessary easements at Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas(which is more fully and particularly described in the schedule hereunder and called the 'said property') that is to say:-

1. To look after, manage, control, supervise the said property belonging to us at our Schedule mentioned Premises on our behalf.
2. To contact various authorities of The Kolkata Municipal Corporation (K.M.C.) or any other; Authorities (Govt. or Semi Govt.) like B.L.& L.R.O. in connection with the said property on our behalf.
3. To appear for, to execute, to sign and submit on our behalf and perform, act and to do all necessary and required activities for all purposes and represent me before the concerned Authorities or Govt. Departments as per the requirement on our behalf including The Kolkata Municipal Corporation.



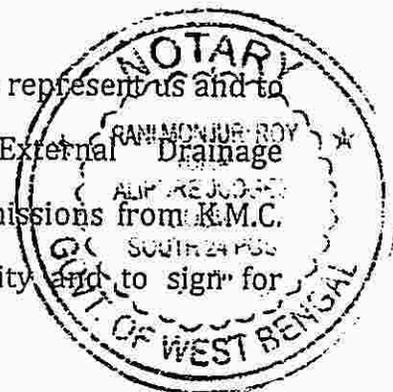
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4. To apply, to represent and sign and submit on our behalf to the different Concerned Authorities of The Kolkata Municipal Corporation for the purpose of water connection, Drainage, Sewerage connection, C.E.S.C. for Electricity and other Concerned Authorities for other basic amenities for residential and other purposes for the aforesaid Premises.
5. To receive and give authenticate receipts and discharge for, all and any correspondence which shall come to the hands of the said Attorney by virtue of the powers herein, contained which receipts whether given in our name of the said Attorney shall exonerate the person.
6. To appear for, to sign and submit on our behalf and represent us before the Board of Revenue, Collector of any District, Sub-Divisional Officer, any Magistrate, Judge, Munsiff and in all Government Offices, Kolkata Municipal Corporation, Kolkata Improvement Trust, Commissioners of any Division in all matters and things relating to my said premises or it's affairs.
7. To appear for and represent us and sign on our behalf in all the Courts, Civil Criminal or revenue, including Labour Tribunals, Original, Revisional or appellate, in any Registration Offices and to sign execute, verify and file plaints, written statements and petitions and also to present appeals in any court and to accept services of all summons, notices and other process of law in respect of the said property.
8. To appoint, engage on our behalf Pleaders, Advocates or Solicitors whenever our said Attorney shall think proper to do so and to discharge and for terminate their appointment in respect of the said property.



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9. To compromise, compound or withdraw cases or non-suited to refer to arbitration all disputes and differences.
10. To receive all correspondence, communication letters, notices etc. and to reply to all those on our behalf in respect to the aforesaid property.
11. To appear for, to sign and submit on our behalf, new Building Plan before the Competent Authority of the Kolkata Municipal Corporation, complying all necessary formalities and by paying necessary fees at his own cost and expenses and to submit and sign on our behalf all applications, undertaking, verification, indemnity bond, boundary declaration and other necessary documents as per the requirement and prescribed rules by the Kolkata Municipal Corporation from time to time.
12. To appear for, to sign on our behalf and submit any modification and/or alteration of the sanctioned Building Plan before the Competent Authority of the Kolkata Municipal Corporation, complying all necessary formalities and by paying necessary fees at his own cost and expenses complying with the terms and conditions of the afore mentioned Development Agreement.
13. To appear and sign and submit on our behalf and to represent us and to obtain Completion Certificate, Internal & External Drainage Sanction/permission or any other certificates/permissions from K.M.C. Authority or from any other Government Authority and to sign for delivery of said documents for us and on our behalf.



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14. To appear for, sign on our behalf and to represent us to enter into all Agreement For Sale (registered or unregistered) for the absolute Sale of the residential Flats /unit/s or portion/Car Parking Spaces out of the Developer's Allocation in terms of the Development Agreement dated 11.05.2022, and to cancel or repudiate the same in the said new multistoried building on our behalf at the Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, with any intending purchaser/s and to receive the earnest/advance money, balance consideration or full consideration money against such entire property /part or portion as our lawful Constituted Attorney in connection with the Developer's Allocation only may deem fit and proper, absolutely at its' own discretion and to deposit the same in his business Bank Account.

15. To appear for , sign on our behalf and to execute, admit, appear, present any Deed of Conveyance and represent me before the Addl. Registrar of Assurances, Kolkata, District Sub-Registration Office, Alipore, Addl. District Sub-Registration Office, Sealdah of the Government of West Bengal, having authority to account conveyance or conveyances, sale deed or deeds, instrument or instruments, writing or writings whatsoever so executed as aforesaid for our name and on our behalf for the purpose of registration of the same in respect of the said residential units/portions/Flats/Car Parking Spaces under Developer's Allocation only as mentioned in the aforesaid Development

Hemangsu Bor



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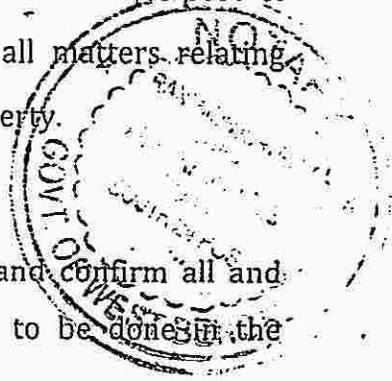
Agreement along with proportionate share of land and other common area as more fully and particularly mentioned in the Schedule herein below and to have the said Conveyance/s Registered as fully and effectually as we could do ourselves, if personally present.

16. To construct multistoried building in terms of the afore mentioned Development Agreement as per sanctioned building plan upon our said Schedule mentioned premises/property as approved by the K.M.C. over our Schedule mentioned property as Developer at his own cost and expenses on our behalf.

17. To submit or file any application/s, Letter/s, Petition/s, objections to any Government or Semi-Govt. Offices any Police Stations, Fire Brigade and/or any other Public or Private Offices, electric Supply et. If necessary for the purpose of said Development work over our said Schedule mentioned property and also to swear Affidavit before any 1st. Class Magistrate or Notary Public and to submit the same to any Offices or Departments as per requirement as our said Attorney shall think fit and proper in respect of the said property schedule mentioned.

AND GENERALLY, to do and cause to be done all such acts, deeds and things as our said Attorney may think just fit proper, fair and necessary, we hereby give and grant in the premises and agree to allow, ratify and confirm all and whatsoever our said attorney shall do and cause to be done for the purpose of administering and managing our aforesaid property and all matters relating thereof by virtue of these presents in respect of the said property.

Lastly, I hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorney shall carefully do or cause to be done in the particular Premises by virtue of these presents.



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AND FURTHER DECLARE that this POWER OF ATTORNEY shall continue till completion of the Development Work on our said property and completion of sale or all spaces under Developer's Allocation relating to the land with deliver of the possession as provided herein above and in the aforesaid Development Agreement.

SCHEDULE OF THE PREMISES ABOVE REFERRED TO

ALL THAT piece and parcel of a plot of homestead Land, Plot.No. 180B, Phase-II, measuring about 02 Cottahs 08 Chittacks 00 Sq. Ft. more or less, ^{alongwith a RTS measuring 100 sq. ft. (approx)} lying and / situated at Mouza - Nayabad, pertaining to R.S. Dag No. 135(part), R.S. Khatian No. 101, J.L. No. 25, P.S. Purba Jadavpur, within the limits of The Kolkata Municipal Corporation, Ward No. 109, Borough - XII, Dist. : 24-Parganas(S), together with land and premises with necessary easements at Municipal Premises No. 2963, Nayabad, Ward No. 109, Br. XII, vide Assessee No. 31-109-08-6005-0, P.O. Mukundapur, Kolkata-700 099 under P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, Sub Registry Office at Additional District Sub-Registration office at Sealdah and District Registry offices at Alipore together with all easement attached thereto and butted and bounded as follows :-

ON THE NORTH : By tank part of R.S. Dag No. 135

ON THE SOUTH : By 40 FT. Wide Black Top Road

ON THE EAST : By Plot No. 180A

ON THE WEST : By 10 FT. Wide Common Passage

Himangsu Das



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IN WITNESS WHEREOF, We, the Executants herein, have hereto set and subscribed our hands and signatures on 11th day of May, 2022 A.D.

SIGNED AND DELIVERED ;

In presence of :

WITNESSES :-

1. *Asim Ghosh*
 39A, Ajanta Road,
 Kolkata - 700 075.

Himangsu Das,
Sumitra Das

 SIGNATURE OF THE EXECUTANTS

2. *Raj's Bhullu Chakraborty*
Alipore police court
no 1. 27

Biswajit Ray

 SIGNATURE OF THE ATTORNEY

ATTESTED BY ME

Himangsu Das
Sumitra Das

 SIGNATURE OF THE EXECUTANTS

Drafted and prepared by me :

Pabitra Ghosh

[PABITRA GHOSH]

ADVOCATE [ENROL. NO. F/1451/1167/2018]

ALIPORE CRIMINAL COURT, KOL - 27.



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Certificate No.

Reg. No. Ph.E/721

The Jadavpur Co-operative Land & Housing Society Limited

CALCUTTA - 32

Registration No 116/Cal. of 1965

Registered under the Bengal Co-operative Society's Act, 1940



SHARE CERTIFICATE

This is to certify that *Sri Sri SATADAL SARKAR*
 of *P. 20 Stadium Nagar, Park Road, Calcutta - 700029*
 is the Registered Holder of one share of Rs. 100/- number *One*

in **The Jadavpur Co-operative Land and Housing Society Limited**

subject to the Rules and Bye-Laws of the Society upon which payment of share value has been made as per endorsement on the reverse.

Given under the Common Seal of this Society

on the *25th* day of *February* 19 *2002*

[Signature]
Secretary

Vice-Chairman

[Signature]
Chairman

TYPED COPY

Certificate No.

Reg. No. PhI/721

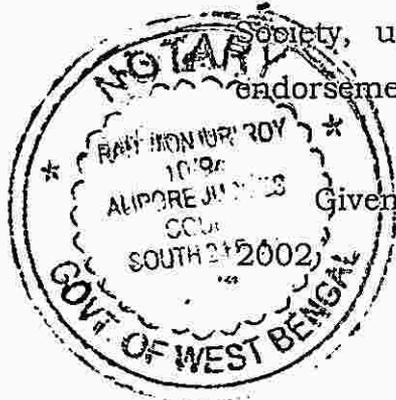
The Jadavpur Co-operative Land & Housing Society Limited

CALCUTTA - 32

Registration No. 116/Cal. of 1965
 Registered under the Bengal Co-operative Society's Act, 1940

SHARE CERTIFICATE

This is to certify that Sri/Sm. SATADAL SARKAR of P-20, Stadium Nagar, Mukundapur, Kol - 700099 is the Registered Holder of one share of Rs. 100/- number One inclusive in **The Jadavpur Co-operative Land and Housing Society Limited** subject to the Rules and Bye Laws of the Society, upon which payment of share value has been made as per endorsement on the reverse.



Given under the Common Seal of the Society 20th day of February,

Sd/- Illegible

Sd/- Illegible

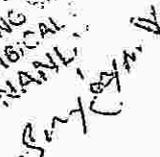
.....
Secretary.....
Vice-Chairman.....
Chairman

- 94 -
- 100 -

PARTICULARS OF PAYMENT IN RESPECT OF SHARE REFERRED TO THE CERTIFICATE

Date	Amount	Signature of the Secretary	Signature of the Director

TRANSFERS EFFECTED

Transferred to	Registered No. of the Transferee	Date	Signature of the Secretary	Signature of the Director
<p>Hi mangsu Das & Surokha Das PREMISA No. U/19, parakey P.O. P.S. Pancharayan Dist - 99</p>	<p>117/721</p>	<p>4.11.17</p>	<p style="text-align: center;">  THE JAGANPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LTD REGD. NO. 1616/CAL OF 1969 K. K. DEY Secretary, Director </p>	<p style="text-align: center;">  THE JAGANPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LTD REGD. NO. 1616/CAL S. NANL Sanyal </p>



THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LTD

Regd. No. 116/Gal. of 1965
6/85, Beroogarh, Kolkata-700 032.

Ref. No. WF 298/4/11/17

Date: 4-11-17

TO WHOM IT MAY CONCERN

298

This is to certify that Sri/Smt. Himangshu Das & Suvitra
Das of Plot No. C/19
Plot No. 100 B P/II PH-I, II [Added Area]
 is a member of the Jadavpur Co-operative Land and Housing
 Society Ltd. having Plot No. 100 B P/II PH-I, II [Added Area]
 and under the Dag No. 135 [Part], Khatian No. 109
 Mouza Nayabad, J. L. No. 25, Ward No. 109. We have no objection to
 Mutate/Plan Sanction [asper CMC Rules] the above mention Plot in
 CMC.

THE JADAVPUR CO-OPERATIVE
 LAND AND HOUSING SOCIETY LTD.
 REGD. NO. 116/GAL OF 1965

 Secy / Director

THE JADAVPUR CO-OPERATIVE
 LAND AND HOUSING SOCIETY LTD.
 REGD. NO. 116/GAL OF 1965
 S. HENDY

 Secretary / Director

Date:



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Annexure - B2

-102-

Government of West Bengal
Office of the Assistant Director of Fisheries,
South 24 Parganas, Alipore, Kolkata-700027

Memo No. 777 /Sch.-63/ADF-South 24 Pgs.

Date: 10.08.2007

To
Dr. Swapan Kanti Nandi,
P-350, Jadavpur Co-operative Land & Housing Society Ltd,
Kolkata-94.

Sub:- *Illegal filling of ponds under the jurisdiction of Jadavpur Co-operative Land & Housing Society Ltd, Nayabad, P.O.:- Kalikapur, Kolkata-99*

Ref.: *This office memo no. 466(8)/4 dated 23.05.07.*

Sir,

With reference to the subject cited above, I would like to inform you that on receiving a complaint from your end regarding illegal filling of water body at above mentioned subject this office conducted an enquiry into the matter and subsequently issued a letter vide memo no. stated above to the offender with instruction to submit all relevant papers related to the water body in question. After examining the papers submitted by the offender as well as your end, it revealed that there is no existence of any recorded water body at the alleged spot. But physically five (5) nos. of water body were noticed during enquiry, where some bamboo piling and filling material was found. It may be inevitable to check the erosion of the embankment.

If you disagree with the above observation, may come up with valid documentary evidence to the office of the undersigned.


Assistant Director of Fisheries
South 24 Parganas, Alipore, Kolkata

Memo No 777 (2) /Sch.-63/ADF-South 24 Pgs.

Date: 10.08.2007

Copy forwarded for favour of information to:-

1. The Director of Fisheries, West Bengal, Jessop Building, 63, Netaji Subhash Road,
Kolkata-700001.

2. The Deputy Director of Fisheries, Kolkata Zone 9A, Esplanade East, Kolkata-69.

Assistant Director of Fisheries
South 24 Parganas, Alipore, Kolkata



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- 103 -

Typed Copy

Government of West Bengal
Office of the Assistant Director of Fisheries,
South 24-Parganas, Alipore, Kolkata - 700027

Memo No.777/Sch.-63/ADF-South 24 Pgs.

Date:10.08.2007

To,
Dr. Swapan Kanti Nandi,
P-350, Jadavpur-Co-operative Land & Housing Society Ltd.
Kolkata - 94,

Sub :- Illegal filling of ponds under the jurisdiction of Jadavpur Co-operative
Land & Housing Society Ltd., Nayabad. P.O.:- Kalikapur, Kolkata - 99

Ref.: This office memo No.466(8)/4 dated 13.05.07.

Sir,

With reference to the subject cited above, I would like to inform you that on receiving a complaint from your end regarding illegal filling of water body at above mentioned subject this office conducted an enquiry into the matter and subsequently issued a letter vide memo no. stated above to the offender with instruction to submit all relevant papers related to the water body in question. After examining the papers submitted by the offender as well as your end, it revealed that there is no existence of any recorded water body at the alleged spot. But physically five (5 Nos of water body were noticed during enquiry. When some bamboo pilling and pilling material was found. It may be inevitable to check the erosion of the embankment.

If you disagree with the above observation, my come up with valid documentary evidence to the office of the undersigned.

Sd/-
Assistant Director of Fisheries
South 24-Parganas, Alipore, Kolkata

Memo No.777(2)/Sch.-63/ADF-South 24 Pgs.

Date:10.08.2007

Copy forwarded for favour of information to :-

1. The Director of Fisheries, West Bengal Jessop Building, 63, Netaji Subhas Road, Kolkata - 700001.
2. The Deputy Director of Fisheries, Kolkata Zone 9A, Esplanade East, Kolkata - 69.

Assistant Director of Fisheries
South 24-Parganas, Alipore, Kolkata



Annexure - R3

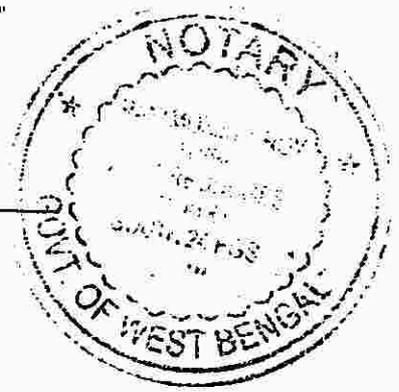
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ENQUIRY REPORT
UNDER SECTION 84 (1) OF W.B.C.S. ACT 1973

ON THE AFFAIRS OF

JADAVPUR COOPERATIVE LAND
AND HOUSING SOCIETY LTD.



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MANAGEMENT

Dr. Triguna Sen, the then Vice-Chancellor of the Jadavpur University, was the Chairman of the first Managing Committee of the Society consisting of 9 Directors who were elected by the promoters in their meeting held on 27.6.1965. (But he has not paid admission fee and value of one share to retain his membership of the society). As per bye-law No. 36 of the Society the Managing Committee shall consist of 12 members; but the first Managing Committee may be with 9.

The old Minute Book of the society for the period upto 1978 was not made available to me in spite of repeated requests. The Chairman and the Secretary stated that it was lying with the previous Secretary and that he had not made it over to them. No legal action appeared to have been taken by the Managing Committee to recover the said book. The Managing Committee purchased vast land both in 1978 and 1979 with funds raised from members, the details of which will be furnished later.

In the Annual General Meeting held on 29.7.1979, the following persons were elected to the Managing Committee.

1) Dr. S.B. Dutta	Chairman	(elected office-bearer in the M.C. meeting held on 16.8.79)
2) Dr. B.C. Chanda	Vice. Chairman	-do-
3) Rati Kanta Dhar	Director	
4) Dr. S.K. Bhattacharjee	Treasurer	-do-
5) Dr. Arun Kr. Mukherjee	Director	
6) Smt. Bithika Bose	Director	
7) Dr. Barun Kr. Saha Dalal	Director	
8) Sri Tarun Kr. Mukherjee	Director	
9) Sri Sukumar Nandi	Director	
10) Sri Shripada Bhattacharjee	Director	
11) Sri Shibapada Mukherjee	Director	
12) Sri H.N. Dutta,	Secretary	(appointed office-bearer in the M.C. meeting held on 16.8.79):

It was found that Shri H.N. Dutta was not at all a member of the society. Hence his appointment as Director and office-bearer of the Society was in violation of the bye-laws of the Society and the W.B.C.S. Act and Rules and was therefore illegal.

The said Committee continued upto 11.10.1980. In the Annual General Meeting held on 12.10.1980 the Managing Committee was reconstituted with the following persons :

1) Dr. B.C. Chanda	7) Shri S. Sen
2) Dr. A. Ghosh	8) Sri S.P. Mukherjee
3) Dr. R.R. Giri	9) Smt. Bithika Bose
4) Shri S. Goswami	10) Shri Tarun Kr. Mukherjee
5) Shri R.K. Dhar	11) Shri Chandra Kr. Dutta
6) Shri K.K. De	12) Shri Somenath Chatterjee



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Thereafter a Special General Meeting was held on 6.3.1983. But the Managing Committee elected on 12.10.1980 continued to function in violation of the statute till 27.5.1984 when the present directors were elected.

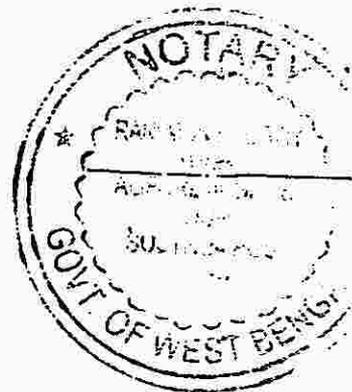
In the Annual General Meeting held on 27.5.1984 the Managing Committee was reconstituted with the following persons :

- | | | |
|---------------------------|------------------------|---|
| 1) Dr. R.R. Giri | Chairman | (office-bearer elected in the M.C. meeting held on 19.6.84) |
| 2) Dr. R.K. Mahalanobis, | Panelled Chairman | -do- |
| 3) Shri T.K. Mukherjee, | Vice-Chairman | -do- |
| 4) Shri K.K. De | Secretary | (office bearer elected in the M.C. meeting held on 11.6.1985) |
| 5) Shri R.K. Dhar | Treasurer | -do- on 5.5.85) |
| 6) Shri S. Sen | Asstt. Jt. Secretaries | (office-bearers elected in the M.C. Meeting held on 19.6.84) |
| 7) Shri S.P. Mukherjee | Asstt. Jt. Secretaries | |
| 8) Shri C.K. Dutta | Director | |
| 9) Shri P.R. Banerjee, | Asstt. Treasurer | (office-bearer elected in the M.C. meeting held on 19.6.84). |
| 10) Shri C.S. Chakraborty | Director | |
| 11) Dr. Arun Kr. Ghosh | Director | |
| 12) Shri A.K. Banerjee | Director | |

The persons at Serial Nos. (1), (3), (4), (5), (6), (7), (8) and (11) were on the preceding Managing Committee. Their election was in direct violation of the provision in Section 23(2) of the W.B.C.S. Act 1973; therefore the constitution of present Committee was unlawful. The Board should be reconstituted immediately as per the provisions of the Act, the Rules and the bye-law of the Society.

SHARE CAPITAL

The Authorised Share Capital of the society is Rs. 2,00,000/- divided into 2000 shares of Rs. 100/- each. The paid up share capital upto 31.3.1987 was Rs. 73,300/- made up of 733 shares fully paid up. The society has raised share money of Rs. 19,200/- from 192 members who are most unlikely to get any plot in the housing project of the society. Their money should be returned after observance of due formalities. Share Certificates have been issued in favour of the share-holders.



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DEPOSITS FROM MEMBERS FOR PLOTS

Deposits have been taken by the society for plots in both Phase I and II upto 31.3.1987 as follows :

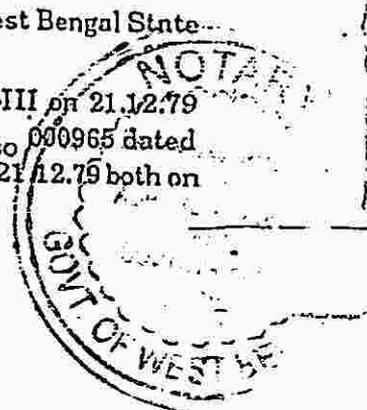
No. of persons		For plot in Phase I		For plot in Phase II		Total	
Phase I	Phase II	Amount		Amount		Rs. P.	
		Rs.	P.	Rs.	P.	Rs.	P.
357	174	29,98,590.00		27,56,000.00		57,54,590.00	

Beside the above, the society received Rs. 17,600/- from 44 persons @ Rs. 400/- each towards land. But they have not deposited further on call. The society should take immediate action regarding refund of their share money and the deposits as per provision of law.

WORKING (PURCHASE OF LAND)

The Society was in search of suitable land for its housing project. It found out vast "Bheri" land in Nayabad Mouza (which is situated in between Garin Railway Station and Santoshpur) and negotiated with the owners and purchased same. The details of the land deal are as follows :

- 1) Pursuant to a "Memorandum of Agreement" signed on 30.1.1978 between the joint owners Shri Sunil Kumar Mitra and Shri Saroj Kumar Mitra, both sons of late Ramesh Chandra Mitra of 252E, Picnic Garden Road, Calcutta and the society, the society purchased 43.71 acres of water-logged land commonly known as "Bara Bheri" in mouza Nayabad R.S. No.3, Khatian No. 101 (formerly 6), P.S. Tollygunge Sadar, District 24-Parganas, in four lots (as per agreement), on execution of deeds of conveyance, the consideration price being Rs. 6,00,000/- (Rupees six lakhs) only which was paid as follows :-
 - a) An amount of Rs. 40,000/- (rupees forty thousand) as Earnest Money, on conclusion of the "Memorandum of Agreement, by Account Payee Cheque No. BA/ 231502 dated 28.1.1978 on State Bank of India, Jadavpur University Branch.
 - b) At execution of the deed of conveyance in respect of lot No. I on 14.7.1978 Rs. 1,50,000/- of which Rs. 75,000/- was paid by Demand Draft No. OL/AC-250629 dated 13.7.78 on S.B.I., Jadavpur University Branch and further Rs. 75,000/- by Demand Draft No. OL/AC/250630 dated 13.7.1978 on S.B.I., Jadavpur University Branch.
 - c) At execution of the deed of conveyance in respect of lot No. II on 8.2.1979 Rs. 1,50,000/- paid by Draft No. CS 814215 dated 6.2.1979 on West Bengal State Cooperative Bank Ltd.
 - d) At execution of the deed of conveyance in respect of lot No. III on 21.12.79 Rs. 1,50,000/- of which Rs. 75,000/- was paid by cheque No. SB/GO 000965 dated 21.12.79 and further Rs. 75,000/- by cheque No. SB/GO 000966 dt. 21/12.79 both on the West Bengal State Cooperative Bank Ltd.



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- a) At execution of deed of conveyance in respect of Lot No. IV on 29.4.1980 Rs. 1,10,000/- of which Rs. 50,000/- was paid by Cheque No. GOP^{CD}/CB 000355 dt. 29.4.1980 and the balance Rs. 60,000/- by cheque No. GOP^{CD}/CB 000357 dated 29.4.1980 both on West Bengal State Co-operative Bank, Golpark Branch.

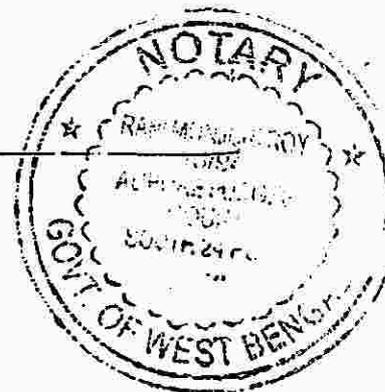
Acerage under different Dag Nos. are as follows -

Mouza Nayabad, Khatian No. 101

<u>Dag No.</u>	<u>Area (in acre)</u>
83	8.09
85	1.37
87	2.77
88	3.14
91	0.58
131	0.21
132	7.76
135	19.79
	43.71 acres

- 2) Besides the society purchased the following lands adjoining the above land :

- 28 1/2 acres
- i) 0.53 1/2 acre (or 1 bigha 12 cottah aprox) of Sali land in Dag No.139, Mouza Nyabad, Khatian No. 90, R.S.No. 3 P.S. Tollygunge (now Kasba), District 24-Parganas from Shri Kubir Mondal and two others, respective sons of late Netai Mondal and Shri Babi Malik, and Smt. Uttara Mandal daughter of late Netai Mondal, all of village Atghara, P.O. Garia, P.S. Sonarpur, District 24-Parganas by a registered Sale deed executed on 3.12.1979 for the consideration money of Rs. 3,300/- which was paid in cash
 - ii) 0.99 acre (or 3 bighas) of Sali land in Dag No. 136, Mouza Nayabad, Khatian No. 76, R.S. 3, P.S. Tollygunge (now Kasba), District 24-Parganas from Shri Methor Bag and seven others being sons and daughters of late Bhanga Bag of village Daspara, Atghara, P.O. Garia, P.S. Jadavpur (now P.S. Kasba), District 24-Parganas by a registered Sale deed dated 3.12.79, the consideration money being Rs. 11,875/- which was paid in Cash.
 - iii) 0.53 1/2 acre (or 1 bigha 12 cottah approx) of Sali land in Dag No. 139, Mouza Nayabad, Khatian No. 9, R.S. 3, P.S. Tollygunge (now Kasba), District 24-Parganas from Shri Ganesh Chandra Pramanik and two others, all sons of late Basanta Kumar Pramanik of Village Atghara, Daspara, P.O. Garia, P.S. Jadavpur (now Kasba) by a registered Sale deed No. 6324 executed on 3.12.1979, the consideration price being Rs. 6400/- which was paid in cash on the same date.



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Therefore, total land purchased by the society comes to 45.77 acres for a total sum of Rs. 6,21,575/- as follows :

	Area	Price
I	43.71 acres	Rs. 6,00,000/-
II	0.53 1/2 acre	3,300/-
III	0.99 acre	11,875/-
IV	0.53 1/2 acre	6,400/-
Total	<u>45.77 acres</u>	<u>Rs. 6,21,575/-</u>

It is found from the Report of the Managing Committee submitted before the Annual General Meeting held on 12.10.1980 that the aforesaid lands had been mutated in favour of the society and that also application for conversion of the lands from "Bheri" to homestead had been submitted to the Addl. District Magistrate (LR), 24-Parganas. But no mutation certificates in favour of the society were made available to me by the management for inspection nor anything on further development on the said application for conversion could be known from the society. Allotment of plots among the members and construction of houses thereon before the society. Allotment of plots among the members and construction of houses thereon before mutation and conversion would be unwise and extremely irregular and unlawful. The Chairman however, informed me that the area had been incorporated within the municipal area of Calcutta Corporation and that therefore, no conversion would be necessary. But nothing could be shown to me by the society to dispel my above apprehension and doubts.

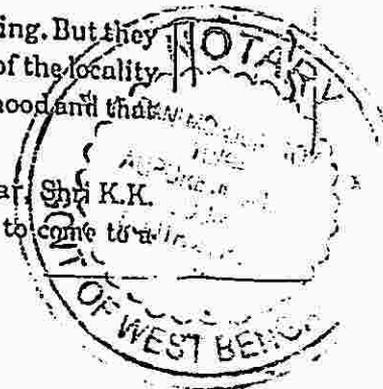
Grip.

DEVELOPMENT OF THE LAND

Soon after purchase of the lands, the society sent its Surveyor to the site for conducting survey. But he could not do any work due to obstructions and resistance from a group of people who claimed to be local party cadres. The management of the society then contacted Shri Kshudiram Bhattacharjee M.L.A., Shri Shibdas Bhattacharjee, Sabhadhipati, 24-Parganas District, as also Shri Kanti Ganguly and Shri Pranab Sen, local leaders, for settlement. On 2.12.1982 a Development Committee was formed by a resolution of the Managing Committee of the society with Dr. R.R. Giri as Chairman, Shri S. Sen, Shri S. Mukherjee, Sri K.K. De as member and Shri R.K. Dhar as Convenor. The Special General Meeting of the society held on 6.3.1983 authorised the Managing Committee to spend for unprecedented expenses in order to cross the hurdle of local obstructions and also resolved that the expenses be charged to the Development of Land Account.

On 1.5.1983 the society people again went to the site with labours for earth-cutting. But they were again obstructed and resisted by some people claiming to be party cadres of the locality on the contention that the said "Bheri" lands were the only means of their livelihood and that the lands were in their actual possession and control.

On 16.7.84 the Managing Committee by a resolution authorised Shri R.K. Dhar, Shri K.K. Dey, Shri S. Sen and Shri S.P. Mukherjee to negotiate with the local leaders to come to a definite settlement and to report the outcome to the Managing Committee.



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Xerox copies of the correspondence that passed between the society and different leaders and authorities since 1981 to 1984, as made over to me by the Secretary of the society, are enclosed herewith.

On 22.7.1984 the Managing Committee by a resolution authorised Shri K.K. De, Shri R.K. Dhar, Shri S.P. Mukherjee and Shri Subhas Sen to finalise matters by negotiation with the local leaders. On 23.7.1984 the Development Committee sent a letter to the local Krishak Samity. The Managing Committee in its meeting dated 25.7.1984 referred to the said letter and by a resolution agreed to release land and or pay money demanded/to be demanded by the local Krishak Samity.

As an outcome of the negotiation, local obstructions from all but 32 bighas of land were lifted. The society decided that the lands now made free would be developed as Phase I of the Project.

In the Special General Meeting held on 25.8.1985, the estimate of the cost of earth-filling of the lands as prepared by Messrs Baxi Associates (Shri Nripen Baxi), Engineers (amounting to Rs. 22,00,000/- plus 5% escalation) was discussed. It was resolved in the meeting that the earth-filling work would be done by the society itself direct to reduce costs by engaging labour contractors at the rate/s to be decided by the Managing Committee. As per the Report of the Managing Committee to the Spl. General Meeting, estimated cost of a 4 cottah plot (in Phase I) would be Rs. 9,000/- approximately excluding the cost of construction of road and drainage.

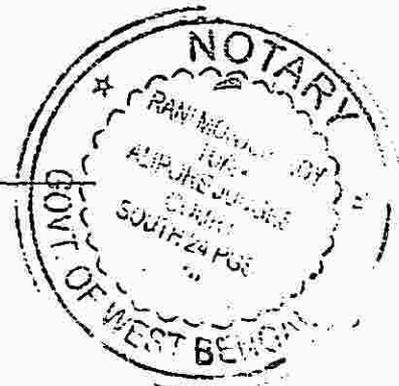
Most of the old members having had already deposited Rs. 3,000/- each for a plot, it was further resolved in the said Special General Meeting that the said members would be called upon to deposit a further sum of Rs. 6,000/- each (in all Rs. 9,000/-) within 31.3.1986 being the approximate consideration money for a plot in Phase I of the Housing Project.

In the Managing Committee meeting held on 9.5.1986 it was resolved that the remaining tangle with the Krishak Samity over the 32-bighas of land would be solved through further negotiations. The meeting urged the Development Committee to proceed accordingly and to place the results before the managing committee for finalisation.

In the meeting of the Managing Committee held on 23.6.1986 the Development Committee tabled the results of the negotiation with the Krishak Samity. It was resolved that compensation at the negotiated and agreed rate be paid to the affected persons in respect of the 32 bighas of land; but the compensation shall not exceed Rs. 24,00,000/- (Rupees twenty four lakhs). It was further resolved that development of this 32 bighas of land would be considered as phase II of the project and that for phase II about 160 new members would be taken in and that the new members would be required to pay in Rs. 15,000/- each as first deposit for a plot in phase II.

It was also resolved that the old members would not be required to pay extra for a plot in phase I and that they would not be caused to be affected financially in any way on account of development of the land in phase II.

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In course of the enquiry I asked for the document if any, signed by the society and the Krishak Samity showing the terms of Settlement with the Krishak Samity indicating the number of persons to whom compensation was to be paid, their names and addresses, the rate at which compensation was to be paid, duly approved by the Managing Committee of the society. But no such document could be produced by the society for my inspection. However in the meeting dated 20.9.1986 the Managing Committee approved the payment of compensation @ Rs. 3500/- per cottah.

PAYMENT OF COMPENSATION

✓ The Society paid compensation to 157 persons as follows :

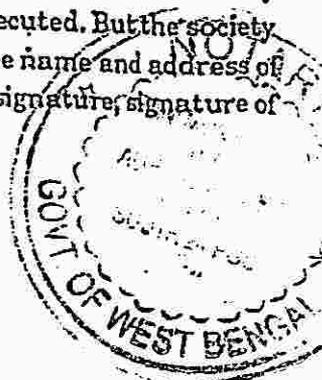
87 persons @ Rs. 8750/- for 2 1/2 cottah each	Rs. 7,61,250/-
56 persons @ Rs. 14000/- for 4 cottah each	Rs. 7,84,000/-
14 persons @ Rs. 35,000/- for 10 cottah each	Rs. 4,90,000/-
Total	Rs. 20,35,250/-

The figures show that compensation of over Rs. 20 lakhs was paid to 157 persons for 29 bigha 1 1/2 chhatak of land (for phase II). It works to over three times the cost price of the entire lands (45.77 acres) of the society.

Payments to these 157 persons were made by the society in August and September 1986 and in January 1987 respectively by crossed cheques drawn on the Canara Bank, Jadavpur Branch. All the cheques were cleared by the parties.

Before payment, the recipients executed NADABI PATRA individually surrendering all their rights and interests on the concerned land in favour of the society.

I examined some of the NADABI PATRAS and found the details of each of the beneficiaries as recorded therein. The beneficiaries were identified by some leaders of the Krishak Samity, the Society informed. Shri Bholanath Das, son of late Banamali Das of Village Budherhat, P.O. Kalikapur, Calcutta-78 was paid Rs. 35,000/- for 10 cottah of land by Cheque No. 829360 dated 12.9.86. Smt. Saila Bala Das, wife of late Banamali Das, vill. Budherbat, P.O. Kalikapur, Calcutta-78 was paid Rs. 8,750/- for 2 1/2 cottah of land by Cheque No. 829968 dt. 4.1.1987, Sri Jukta Pramanik, son of Late Khagen Pramanik of vill. Daspara, P.O. Kalikapur, Calcutta-78 was paid Rs. 8,750/- for 2 1/2 cottah by cheque no 829233 dated 11.9.86. Smt. Saila Bala Pramanik, wife of Late Khagen Pramanik of Vill. Daspara, P.O. Kalikapur, Calcutta-78 was paid Rs. 35,000/- by cheque no. 829969 dated 4.1.87. Others were similarly paid. I requested for a Xerox copy of any one of the NDABI PATRAS executed. But the society furnished me with a blank proforma thereof (which did not contain the name and address of the executant, the quantum of land, the amount of compensation, his signature, signature of the witness with address and the date of execution).



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The Managing Committee in the meeting held on 20.9.1986, approved the payment of Rs. 20,80,000/- (Rupees twenty lakhs) already made to the local peasants as forasaid @ Rs. 8,500/- per cottah.

Allst showing the names and addresses of these 157 peasants and the amount of compensa- tion paid to each is annexed hereto.

PROGRESS OF DEVELOPMENT WORK

For the purpose of development of the Bheri lands for the housing project, the society first sunk two tube-wells at a cost of Rs. 8761.00/-, constructed one shed (Kutchra) for the site office of the society, and then excavated three ponds within the lands, and with the earth raised therefrom and also with the earth carried by head-load and lorry from nearby Bheri and lands belonging to others, the society filled up 105.7835 Bighas to an average height of 4.5 feet at a total cost of Rs. 26,14,500/- upto 31.3.1987. The cost of excavation of 54.27 lakh cft of earth from the three tanks is Rs. 20.46 lakhs which works to Rs. 377/- per 1000 cubic feet. The cost of 13.7 lakh cft of earth brought from the nearby Bheri and other adjacent lands by head-load and also by lorry was Rs. 5,68,500/- the rate per 1000 cft being Rs. 415/-. A statement showing the details of earth work and the cost involved as prepared by Sri Shyamaprasad Paul, Civil Engineer of Messrs Paul Brothers, 33, Avenue South, Santoshpur, Calcutta-75 appointed by the society with the responsibility of measurement, estimate and supervision of the entire job, in accordance with the resolution of the Managing Committee dated 22.7.1985, are enclosed herewith. Earth-cutting and filling rates were, in general, approved by the Managing Committee in the meeting held on 19.5.85, but the accepted rates could not be known and no tenders for earth-cutting and filling rates as accepted by the Managing Committee and no office copy of the letters appointing the labour contractors were shown to me. The Secy. told me that the work was done by engaging local labour groups at the lowest local market rates.

Of the total expenditure on development, Rs. 5,88,391/- was spent for Phase II and the balance sum for Phase I. Development of the land in Phase II is not complete.

Besides the above, the society contributed for the development of the main road leading through the land of the society, in kind viz. cinders, building wastes, etc. (25 lorries) under the auspices of the local Nayabad Unnayan Parishad. The Society also built a 20' link road with earth, building waste etc. leading from the society's land upto the land of the Railway Cooperative Housing Society on the North with space donated by the adjoining plot-holders.

ALLOTMENT OF PLOTS IN PHASE I

A site plan for allotment of plots in Phase I has been prepared and got approved by the Managing Committee. A copy of it, in three sheets, is enclosed. It contains 369 plots, sites for market complex, primary school and parks around the tanks. There will be further 10 plots, that is, in total 379 plots, in Phase I. No copy of the site plan in respect of the additional 10 plots has been given to me. Copy of the site plan (in three sheets) does not appear to have been approved by the Calcutta Corporation.



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The sizes and no of the plots are as under :

<u>Size</u>	<u>Total No.</u>
i) 2 cottah 8 ch. to 2 cottah 15. chhatak	9
ii) 3 cottah	148
iii) 3 cottah 2 ch. to 3 cottah 6 chhatak	11
iv) 3 cottah 8 chhatak	182
v) Above 3 cottah 8 chhatak and upto 4 cottah 8 ch.	19
Total	<u>369</u>

Demarcation pillaring of the individual plots in Phase I has almost been completed. As per decision of the Managing Committee and on prior intimation to the members lotteries were held on 31.5.87 and 6.6.1987 for allotment of the plots. Results of the lottery are given in the statement enclosed. It will appear therefrom that of the 369 plots, 346 have been allotted to the members. The remaining 23 plots have remained undistributed, as there were no further members present at the lottery, the Secretary informed.

The next action the society proposes to take is to get the allotted plots registered in the names of the respective members, for which they have taken necessary steps, the Secretary informed.

FINANCIAL POSITION

Statutory audit of the society has been complete upto the year 1985-86. A copy of the audited accounts for 1985-86 is enclosed. A cash Account for the period from 1st July 1986 to 31st March 1987 is also enclosed. It will appear therefrom that the society has now fixed deposits of Rs. 2.5 lakhs with W.B.State Coop. Bank and Canara Bank. Cash at Bank was Rs. 2,55,153/- as on 31.3.1987. Cash in hand on 21.4.87 was verified and found to be Rs. 1452.50. It could not be verified with the Cash Book as the Cash Book was posted upto 31.3.1987. The Profit & Loss Account for the year 1985-86 shows a Net Profit of Rs. 5419.99 which was the excess of income derived/ to be derived from interest on deposits with banks over the revenue expenditure.

BOOKS AND RECORDS

The Secretary produced before me the following books and records which were duly inspected and examined by me :

- 1) Member Register
- 2) Share Ledger

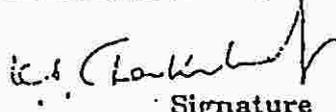


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- 3) General Ledger upto 30.6.1986
- 4) Cash Books written upto 31.3.1987
- 5) Minute Book from 1979.
- 6) Bye-laws of the society.
- 7) Audit Report with audited final accounts for 1985-86 and a copy of the Cash Account for the period from 1.7.86 to 31.3.87.
- 8) Deposit Register (showing deposits for plots from individuals).
- 9) Fixed Deposit Receipts
 - i) No. 74997/7 dt. 15.10.85 for a term of 1 year for Rs. 1,50,000/- with W.B. State Coop. Bank Ltd.
 - ii) No. KDR No. 292/86 dt. 5.7.86 for Rs. 1,00,000/- with the Canara Bank, Judavpur Branch for a term of 1 year.
- 10) Measurement Books: 2 only (in respect of earth-cutting and earth filling by the labour contractors).

RECOMMENDATIONS

- 1) The Society has taken deposits for plots in Phase II @ Rs. 15,000/- per head (against Rs. 9000/- per head in Phase I). So the society should complete development of the land in Phase II and allot the plots without the least delay.
- 2) The remaining plots in phase I i.e. 23 plots should be allotted to members who have paid the call money in full immediately, if not done already.
- 3) The site plan should be got approved by the Calcutta Corporation.
- 4) The Board should be reconstituted immediately in accordance with the provisions of law.
- 5) Development of the common road, market complex etc. and arrangements for water, electricity and sanitation should be made by the society as quickly as possible for the smooth growth of the society into a compact community as envisaged in its bye-laws.
- 6) The Cash Book and all the other books of accounts should always be posted to date


 Signature
 (KALI BIJUSAN CHAKRABORTY)
 Assistant Registrar of Co-op. Societies
 (Hqrs) Coop. Dte. Calcutta.

Submitted to the Dy. Secy (R.C.S. (Housing)).



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Government of West Bengal
Fisheries Department
Writers' Buildings, Kolkata-700 001

No 2392 /Fish/C-III/2M-51/2009

Dated: 05.08.11

MEMORANDUM

Whereas on verification it appears that the plot/ plots of land described in Column-2 against the present owner/ owners mentioned in Column-1 below is/ are recorded as Beel/ Pukur/Beel machchas in ROR but physically the said plot /plots of land is /are solid land since 40-45 years back.

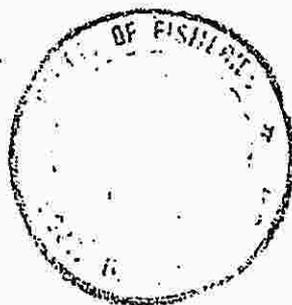
And whereas considering the present physical status of the plot/plots of land mentioned below in Column-2 already converted to solid land prior to enactment of West Bengal Inland Fisheries Act, 1984 and as required by the Kolkata Municipality Commissioner's circular no-35 of 2010-2011 the under signed is directed to say that the Govt. of West Bengal in Fisheries Deptt. accords no- objection in favour of the below mentioned applicant/ applicants for correction of ROR of the said plot/plots mentioned below against each of them by way of converting from the recorded classification of the land as Beel to Bastu land for construction of dwelling houses thereon.

Sl.no.	Name of Owner	Detail of Land
1.	Md.Moinuddin Bin Mokshud 8/1, Topsia Road (South) Kolkata-700 046	Measuring- 05 Cottahs, 0 Chittaks, 0 Sq.ft, comprised in R.S. Dag no-417, R.S. Kh no-153/1, Mouza- Madurdaha, J.L. no-12 P.S.-Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward No- 108
2.	Sumit Ghosh, Jyoti Prabha & Krishna Ghosh. Qua.no-F1, CISF River Side Complex. Dist- Burdwan.	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108.
3.	Soma Sarbadhikari 149/C, Garfa Main Road. "Aashiana" Kol-75	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108.
4.	Srabani Mukhopadhyay & Krishnendu Mukhopadhyay. 183, Nagendra Nath Road. Kolkata-700 028.	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108.
5.	Pinaki Bhagat & Niwadita Bhagat, P.O. +P.S.Abash Mednapur,	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108
6.	Sanjoy Adhikary. 84/1, Ibrahimpur Road. Kolkata-700 032	Messuring- 1161 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/3, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108
7.	Timir Baran Bhattacharjee 8, Sen Para Garfa Station Rd. Kolkata-700 075.	Measuring- 04 Cottahs, 0 Chittaks, 0 Sq.ft, comprised in R.S. Dag no-457, R.S. Kh no-46, Mouza- Madurdaha, J.L. no-12 P.S.-Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward No- 108
8.	Subha Ghatak & Amit Ghoshal, 71, K.K. Majumder Road, Kolkata- 75	Measuring- 04 Cottahs, 0 Chittaks, 0 Sq.ft, comprised in R.S. Dag no-457, R.S. Kh no-46, Mouza- Madurdaha, J.L. no-12 P.S.-Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward No- 108
9.	Rajesh Pathak, Flat no-A-11/3 Happy-Nook Co- Ope.Society (p) Ltd.P.O.EKTP, Kol-107	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108
10.	Sanjoy Kr. Gangopadhyay, 38A, Panditiya Place. Kolkata-700 029	Measuring- 04 Cottahs, 07 Chittaks, 35 Sq.ft, comprised in R.S. Dag no-191, R.S. Kh no-145, Mouza- Nayabad, J.L. no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward No- 109

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11.	Samir Prasad Gupta SBI, DSP, T, B Zone Dist- Burdwan	Measuring- 04 Cottahs, 01 Chittak, 00 Sq.ft. comprised in R.S. Dag no-110, R.S. Kh. No-129, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
12.	Sohan Dasgupta & Nupur Dasgupta, 75, Hindusthan Park, Kolkata- 700 029	Measuring- 05 Cottahs, 05 Chittak, 27 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
13.	Saraswati Naskar & (2) two others K.S. Roy T.B. Hospital, Kolkata-700 032	Measuring- 02 Cottahs, 01 Chittak, 20 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
14.	Angur Bala Show & Dolurani Show 52B, Lake Place, Kolkata- 700 029	Measuring- 07 Cottahs, 06 Chittak, 25 Sq.ft. comprised in R.S. Dag no-202 & 205, R.S. Kh. No-113, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) Pgs. K.M.C. Ward no- 109
15.	Pulin Kr. Bachhar & Anita Bachhar Khaidanga, P.O. Garakupi Dist- (N) 24 Pgs.	Measuring- 03 Cottahs, 08 Chittak, 02 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-133, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
16.	Pradip Saha G.L. Prasad Kajulal Road, Mithapur, Patna, Bihar.	Measuring- 01 Cottahs, 15 Chittak, 19 Sq.ft. comprised in R.S. Dag no-192, R.S. Kh. No-145, 146, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
17.	Anirudh Modi, Director of M/s Maink Housing (P) Ltd, 6C, Elgin Road, Oriental House, Kol- 20	Measuring- 04 Cottahs, 09 Chittak, 00 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, 146, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
18.	Tapan Bhowmick & Susanta Bhowmick, 7, Kabi Sukanta Road. Kolkata- 700 075	Measuring- 03 Cottahs, 01 Chittak, 35 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
19.	Mita Raha & Subhara Raha 3/19, Podder nagar. Kolkata- 700 068	Measuring- 04 Cottahs, 00 Chittak, 00 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, 146, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
20.	Ashim Bose, 2/88, Bijoygarh, Kolkata-700 032	Measuring- 02 Cottahs, 08 Chittak, 00 Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
21.	Sachin Das Nayabad, Mukundapur, Kolkata-700 099	Measuring- 02 Cottahs, 08 Chittak, 00 Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
22.	Barun Saha, P-50, Stadium Nagar Mukundapur, Kolkata- 700 099	Measuring- 02 Cottahs, 08 Chittak, 00 Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
23.	Purnima Das 44, Eastern Park, Santoshpur, Kolkata- 700 075	Measuring- 02 Cottahs, 08 Chittak, 00 Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
24.	Mahadev Das, Daspara, Mukundapur, Kolkata- 700 099	Measuring- 02 Cottahs, 08 Chittak, 00 Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109



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25.	Ranjit Saha Nayabad, Mukundapur, Kolkata-700 099	Measuring-02 Cottahs, 08 Chittaks, 0 Sq.ft.comprised in R.S. Dag no-135, R.S.Khatian no-101, Mouza- Nayabad, J.L. no-25, P.S. Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109.
26.	Satadal Sakar P-20, Sradium nagar, Kolkata- 700 099	Measuring-02 Cottahs, 08 Chittaks, 0 Sq.ft.comprised in R.S. Dag no-135, R.S.Khatian no-101, Mouza- Nayabad, J.L. no-25, P.S. Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109.
27.	Sharmistha Chakraborty 20, Dum Dum Road. Polic Quarter, Kol- 30	Measuring-03 Cottahs, 07 Chittaks, 25 Sq.ft.comprised in R.S. Dag no-417, R.S.Khatian no-153/1, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
28.	Rkesh Khatnani 35D, Rsbindra Nagar, Kolkata-18	Measuring-659 Sq.ft.comprised in R.S. Dag no-411/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
29.	Sarbani Gupata, 3/7, Bijoygarh, Kolkata-700 032	Measuring-600 Sq.ft.comprised in R.S. Dag no-411/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108, Plot no-56.
30.	Sharmistha Dhar 35, Beadon Street. Kolkata-6	Measuring-700 Sq.ft.comprised in R.S. Dag no-411/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108, Flat no-2B
31.	Suranjan Banerjee 9, Raj Krishna Chatterjee Kolkata-700 042	Measuring-670 Sq.ft.comprised in R.S. Dag no-411/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108, Flat no-3A
32.	Anirudh Modi, Director of Calvin Marketing (P) Ltd. 6C, Elgin Road, Oriental House Kolkata- 700 020	Measuring-03 Cottahs, 00 Chittaks, 00 Sq.ft.comprised in R.S. Dag no-455, R.S.Khatian no-187, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
33.	Radha Rani Nandi Fartabad, Ghoshpara, Sonarpur. Kolkata-700 084	Measuring-02 Cottahs, 08 Chittaks, 00 Sq.ft.comprised in R.S. Dag no-417, R.S.Khatian no-153/1, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
34.	Nirode Boran Chakraborty Meghna Jute Mill Jagddal, North 24 Pgs.	Measuring-06 Cottahs, 01 Chittaks, 23 Sq.ft.comprised in R.S. Dag no-356/406, R.S.Khatian no-356/406, Mouza-Kslikapur, J.L. no-20, P.S-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109
35.	Sunil Kumar Singh 6/1, Bamanpara Lane Kolkata- 700 019	Measuring-01 Cottahs, 08 Chittaks, 20 Sq.ft.comprised in R.S. Dag no-404, R.S.Khatian no-70, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
36.	Purnima Pal. 4, Pagladanga Road., Kolkata- 700 015	Measuring-04 Cottahs, 09 Chittaks, 41 Sq.ft.comprised in R.S. Dag no-356/406, R.S.Khatian no-356/406, Mouza-Kslikapur, J.L. no-20, P.S-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109
37.	Nabanita Chatterjee 1/18, Surya Nagar Dist-(South) Pgs.	Measuring-05 Cottahs, 00 Chittaks, 00 Sq.ft.comprised in R.S. Dag no-423, R.S.Khatian no-142, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108

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Assistant Secretary to the
Govt. of West Bengal

M. E. DAS. WBSS
Assistant Secretary
Fisheries Department
Govt. of West Bengal



BEFORE THE NATIONAL GREEN
TRIBUNAL,
(EASTERN ZONE BENCH), KOLKATA
ORIGINAL APPLICATION NO. 70 OF
2025/EZ

BETWEEN

JAYPRAKAS CHAUDHURI
..... APPLICANT

- Vs. -

STATE OF WEST BENGAL & ORS.
..... RESPONDENTS



Counter Affidavit on behalf of the
respondent Nos. 10 to the Original
Application filed by the applicant.

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