

03072/13

L. 03371

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 75342

7339/11
27/5

Registered and the document is approved for registration. The signature sheet, stamp and the other documents are attached herewith. This document is valid for the purpose of registration.

Additional District Sub-Registrar
Barasat, North 24 Parganas.

27 MAY. 2013

AGREEMENT FOR DEVELOPMENT

THIS DEVELOPMENT JOINT VENTURE AGREEMENT is made on this 27th day of May, Two Thousand and Thirteen.

BETWEEN

SMT. MAMATA MAITRA, wife of Swapan Kumar Maitra, daughter of Late Sunil Kumar Sardar, by nationality – Indian, by faith – Hindu, by occupation – Housewife, residing at Saroj Park, P.O. & P.S. – Barasat, District – North 24 Parganas hereinafter referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

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Mijanur Rahaman.

Advocate, Barasat Court

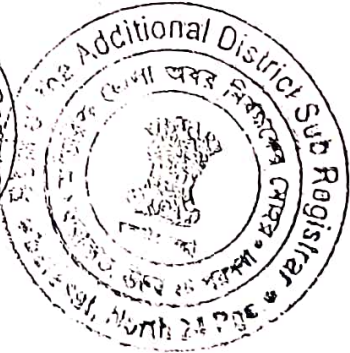
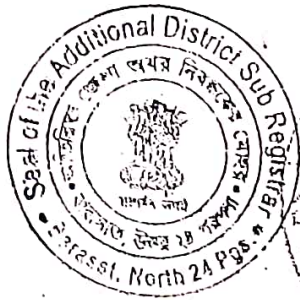
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সাত কোর্ট
উত্তর ২৪ পরগণা

প্রেরণ তারিখ 15/5/2013
মোট মূল্য 150,000/-

ট্রেজারী অফিস, বারাসাত
ডেপুটি শ্রী সুরজ চ্যাটার্জী.

354837 A



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Additional District Sub-Registrar
Barasat, North 24 Parganas.

Handwritten signature

27 MAY 2013 Additional District Sub-Registrar
Barasat, North 24 Parganas.

27 MAY 2013

:: 2 ::
AND

APEX ENTERPRISE, a Partnership Firm having its registered office at Viveknagar Middle Row, P.O.- Noapara, P.S.- Barasat, District- North 24 parganas, Kolkata- 700125 represented by its 2 (two) Partners namely (1) **SRI SAILEN GUHA**, son of Late Kalipada Guha, by religion- Hindu, by occupation- Business, residing at Pioneer Park, P.O. & P.S.- Barasat, Kolkata- 700124, District- North 24 Parganas, (2) **SRI SHYAMAL KANTI SAHA**, son of Late Haridas Saha, by religion- Hindu, by Occupation- Business, residing at 3 No. Bangur Avenue Block-C,P.O.- Bangur, Kolkata- 700055, hereinafter referred to as the **DEVELOPERS** (which terms expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART** .

WHEREAS one Late Sunil Kumar Sardar, son of Late Sahadeb Sardar of Bidhan Park, Barasat has purchased all the piece and parcel of land measuring about 8.25 decimal or 5 cottah corresponding to R.S. Khatian No. - 474; 464; 469 & 459, L.R. Khatian No. - 2502, R.S. Dag No. - 717, L.R. Dag No. - 3353, at Mouza - Banamalipur, J.L. No. 80, P.S. - Barasat, within the jurisdiction of Barasat Municipality, Ward No. - 10, Holding No. 11 Taki Road (North), District - North 24 Parganas, from Afazuddin Ahmed, Hayatunessa Bibi, Jamaluddin, Mohiuddin, Kmaluddin, Nuruddin Ahmed, Alimuddin Ahmed, Abbasuddin Ahmed, Anowara Begam and Samsun Nehar Bibi by virtue of a Deed of Conveyance, being
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No. - 10106, for the year 1969, which was recorded in Book No. - 1, Volume No. - 103, pages from 189 to 196, which was registered before the Sub-Registrar at Barasat, North 24 Parganas.

AND WHEREAS After purchasing the said land and being the lawful owner and possessor of the said land said Sunil Kumar Sardar transferred the above mentioned 5 cottah of land to his younger daughter namely Smt. Mamata Maitra by virtue Deed of Gift, being No. - 4076, for the year 2009, which was recorded in Book No. - 1, CD Volume No. - 8, pages from 668 to 681, which was registered before the A.D.S.R.O., Barasat, North 24 Parganas.

AND WHEREAS after obtaining the said land Smt. Mamata Maitra properly mutated her name before the Municipal Assessment Record of Barasat by paying proper taxes and using and possessing the same as absolute owner by making kancha/pucca construction over the said land with free from all encumbrances, lispendences, charges, attachments whatsoever and she has every right to transfer, mortgage, gift, sell or any kinds of development agreement with any interested party.

AND WHEREAS the Land Owner herein due to some financial problem have jointly intended to get help of Builders/Developers who may invest fund in the construction Multi-Storied Building on the said plot of land in accordance with the Building Plan and as per choice of the said Builders/Developers the Building Plan duly sanctioned by the Municipal authority concerned.

AND WHEREAS the **Developers** above named, while looking for some plot of land with a desire to develop, had found the aforesaid land,

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which is more particularly described under the **Schedule** hereunder provided, suitable for the purpose of construction of multi-storied residential complex and the **Developers** have come to learn from reliable sources that the **Land Owner** hereof herein are also desirous of developing the said plot of land and both of them have decided to join hands in the manner that it will be developed by the **Developers** who after hearing the view of the **Land Owner** and subject to unencumbered marketable right, title and possession of the **Land Owner** into and over the aforesaid scheduled land have agreed to develop the said plot of land by entering into a **Joint Venture Agreement** for construction **One Multi-storied Building** thereon, upon demolishing the existing old construction, as per sanctioned plan to be obtained from the Barasat Municipality and prior to making of such Building Plan on the aforesaid plot of land, the **Land Owner** has agreed to execute this Agreement for Development.

AND WHEREAS in pursuance of said talk held between the parties hereto hand over the possession of the said Schedule mentioned land along with present dilapidated structure to the Developers herein.

NOW THIS INDENTURE OF THIS JOINT VENTURE DEVELOPMENT AGREEMENT WITNESSETH THAT :-

ARTICLE-I

DEFINITION AND CLASSIFICATION

(1) **LAND SHALL MEAN :- ALL THAT** piece and parcel of demarcated plot of land measuring about 8.25 decimal or **5 cottah** corresponding to R.S. Khatian No. - 474; 464; 469 & 459, L.R. Khatian No. - 2502, **R.S. Dag No. - 717**, L.R. Dag No. - 3353, at **Mouza - Banamalipur**, J.L. No. 80, P.S. - Barasat, within the jurisdiction of



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Barasat Municipality, Ward No. - 10, Holding No. 11 Taki Road
(North), District - North 24 Parganas.

(2) **NEW BUILDING OR BUILDINGS** : shall mean the building to be constructed over the Scheduled mentioned land as per Building Sanction Plan to be approved by the authority concerned wherein self contained residential flats, office/s or commercial spaces and car parking spaces and Semi-Commercial spaces, common spaces, open spaces which will be available in the said project with all modern facilities and amenities as per specification of works schedule mentioned.

(3) **LAND OWNER** : shall mean the present owner namely **SMT. MAMATA MAITRA**, wife of Swapan Kumar Maitra, daughter of Late Sunil Kumar Sardar, residing at Saroj Park, P.O. & P.S. - Barasat, District - North 24 Parganas.

(4) **DEVELOPERS** : Shall mean **APEX ENTERPRISE**, a Partnership Firm having its registered office at Viveknagar Middle Row, P.O.- Noapara, P.S.- Barasat, District- North 24 parganas, Kolkata- 700125 represented by its 2 (two) Partners namely (1) **SRI SAILEN GUHA**, son of Late Kalipada Guha, residing at Pioneer Park, P.O. & P.S.- Barasat, Kolkata- 700124, District- North 24 Parganas, (2) **SRI SHYAMAL KANTI SAHA**, son of Late Haridas Saha, residing at 3 No. Bangur Avenue, Block-C, P.O.- Bangur, Kolkata- 700055.

(5) **COMMON FACILITIES & AMENITIES** :- shall mean and include proportionate share of land, corridors, stair cases, lift space, caretaker room (if any), top roof, passages, paths, common latrine, bathroom, pump room, water reservoir, over head tank, water pump, main electric line, common electric meter space, water line, sewerage and drainage and amenities which will be available therein the said project including common maintenance and management of the new building.

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(6) **COVERED AREA** :- shall mean measurement of the inside flat together with thickness of the walls of all the sides and joints of the flats.

(7) **SUPER BUILT-UP AREA** :- shall mean and include covered area plus proportionate common areas, common spaces, open space, lobbies reservoir, septic tank and water tank and other areas of common enjoyments in the said project and/or proposed building or buildings which will be added 25% (twenty five percent) with built-up area to find super built-up area.

(8) **THE ARCHITECT** :- shall mean the person or persons who will be appointed by the Developers for designing and planning of the said building who may perform or run constructional works without any interference and disturbances from the either part.

(9) **BUILDING PLANS** :- shall mean the Building Plan shall be prepared by the Architect of the Developers over the Schedule mentioned land and it should be duly sanctioned by the concerned authority of Barasat Municipality, with legitimate alteration or modification as may be required by the Developers.

(10) **RATIO** :- shall mean and include the entire constructed sanctioned area which is to be divided by and between the Land Owner and Developers in the following ratio :-

(A) LAND OWNER'S ALLOCATION :-

- (i) The Land Owner shall get the **entire constructed area of the 1st Floor except staircase and lift landing, consisting 2 (Two) Self Contained 3 Bedrooms attached with 3 Toilets Residential Flats measuring more or less 1200 sq. ft. Covered Area each on the First Floor along with 2 (Two) Covered Car Parking Spaces measuring 150 (one hundred fifty) sq. ft. each on South-East side of the Ground Floor as**

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habitable/usable condition and as per specification mentioned in the **Schedule - 'B'** hereunder of the proposed building along with proportionate share of underneath land, top roof, common spaces, common passage, path etc. within 24 months from the date of Plan sanctioned by the Municipality.

(ii) That the Developers have paid a sum of **Rs. 2,00,000/- (Rupees Two Lakh)** only at the time of execution of the instant Development Agreement.

(iii) Apart from the above allocation the Developers shall pay a sum of Rs. 46,00,000/- (Rupees Forty Six Lakh) only to the Landowner as Non-refundable Consideration Amount and the payment will be made as follows :~

(a) A sum of Rs. 18,00,000/- (Rupees Eighteen Lakh) shall be paid by Developers in favour of the Land Owner within 1 (one) month from the date of execution of this instant Development Agreement.

(b) A sum of Rs. 20,00,000/- (Rupees Twenty Lakh) shall be paid (by four post dated cheques each amounting Rs. 5,00,000/-) by the Developers in favour of the Land Owner within 6 (Six) Months from date of Sanction Plan passed by Barasat Municipality.

(c) Rest sum of Rs. 8,00,000/- (Rupees Eight Lakh) shall be paid by the Developers in favour of the Land Owner within 12 (Twelve) Months from date of Sanction Plan passed by Barasat Municipality.

(B) DEVELOPER'S ALLOCATION :- That the **Developers** shall get the **remaining all the Constructed Built-up Area** of the proposed building and the Developers allocation shall be marked after adjustment of the Land Owner's allotted flats along with proportionate share of underneath land, common spaces, common passage, path, top roof etc.

That the Developers shall get every right to transfer their allocated portion along with common facilities and amenities to the intending purchasers without any objection, obstruction of the

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Land Owner or any person/persons under the trust of the Land Owner after delivering Owner's allocation as per ratio mentioned above within due time, by the strength of one **Registered General Power of Attorney**, which is to be executed and registered by the Land Owner in favour of the Developers at the time of Registration of the Development Agreement.

- (11) **FLAT** :- shall mean self contained complete Flat consisting of Rooms, Drawing cum Dining space, Kitchen, Bath-cum-Privy, Toilet Balcony etc together with all fittings and fixtures as per specification of work schedule wherein provision of electric, water and other modern facilities will be available as per ISI standard specifications.

ARTICLE-II, DEVELOPER'S RIGHT

(1) The owner hereby grant subject to what has been hereinafter provided the exclusive right to the Developers to build, construct, erect and complete the said building comprising the various sizes of flats, in order to sell the said flats to the members of the Public / persons / firm for their residential / commercial / office or/and other purposes by entering into agreements for sale and/or transfer and/or having possession in respect of the Developers allocation / portion only and to construct in accordance with the plan to be sanctioned by the appropriate authorities mentioned hereinabove with or without amendment and/or modification made or caused by the Developers herein approved by the owner.

2. The Developers shall be entitled to prepare, modify or alter the plan to submit the same to the appropriate authorities in the name of the owners or its attorney holder at its own costs and Developers shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction plan from the appropriate authorities for construction of the building at the said premises provided however that Developers shall be exclusively entitled to get all excess refunds of any or all payment and/or deposit paid by the Developers.



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3. Nothing in these presents shall be constructed as harm by the owners of the said premises by creating any problem of right or interest in respect thereof in favour of the Developers for Developers allocation together with proportionate undivided share of land clearly mentioned hereunder schedule.

ARTICLE-III, BUILDING CONSIDERATION

(1) Inconsideration of the owners having agreed to permit the Developers to sell the flats, car parking, for Developer's portion only and give lawful registration to intending purchasers of the said premises and the Developers agree as follows :-

(a) At its own costs shall obtain all necessary permissions and/or approvals and/or consents from all authorities as applicable under law.

(b) In respect of the consideration of the building to pay costs of supervision of the development including construction and completion of the owners allocation in the building at the said premises, by the Developers.

(c) To bear all costs, charges and expenses for construction of the entire building at the said premises.

(d) It is agreed by the Developers that he shall not install any mobile tower or radio active tower over the suit property and shall not use the premises or grant any lease or rent to run restaurant-cum-bar business.

(e) Complete the proposed building and allocate the owner's allocation by handing over the peaceful possession in the building to be constructed at the said premises within **24 (Twenty Four) months from the date of Plan Sanctioned by the Municipality.**



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ARTICLE-IV, DEVELOPER'S OBLIGATION

- (1) Completion certificate of newly constructed building over the said premises so as mentioned above must have to be obtained by the Developers from appropriate authority within the time specified as mentioned herein in the Development agreement.
- (2) In case the Developers fail to handover the khas and peaceful possession of owner's allocation within the stipulated period of **24 (Twenty Four) months** from the date of obtaining sanctioned plan from the concerned Municipality due to some unavoidable circumstances and difficulties, and ask for further time from the owner's and if the owner are satisfied to give the Developer's extended / grace period not exceeding **6 (Six) months** under any circumstances. The Developers must handover the khas and peaceful possession of the owner's allocation within the extended / grace period, failing of which the Developers must pay the liquidated damage and this Agreement for Development and Development Power of Attorney shall be null and void and new Agreement to be made.
- (3) The owners and/or their nominees or legal representatives may anytime inspect the site of the schedule land and the construction of the building and Developers shall have not any objection in that purpose.
- (4) All the liabilities in respect of the said building are vested to the Developers upto the stage of distribution of owners and Developers allocation to be transferred to the intending purchasers / occupiers respectively after completion of full construction / finishing of the building in habitable condition.
- (5) In case of deviation, alteration of the existing sanctioned plan, the Developers shall take all responsibilities to obtain the modified or revised sanctioned plan and the Land owner have no responsibilities save and

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except to put his signature on the papers as desired by the Developers for the purpose of smooth running of the construction of new building and/or for obtaining necessary sanction / permission from the authorities concerned.

(6) Developers shall have the full responsibility even after handing over the possession to all the owners for at least 24 months on any damage or engineering defects of major works of the building such as structural construction like, pillars, beams, concrete roof, basement etc.

(7) It is agreed that simultaneously with the execution of this Agreement the owners shall hand over all the photocopy / certified copy title deeds and/or document evidencing title of the owner in respect of the said property as well as the paid municipal rate bills, Khazna bills, Parchas of the Dag comprised in the said property as well as the earlier title deeds as are in possession of the owners which such document, the Developers shall hold with themselves during the period the development work of the said property is not completed in terms hereof and it is also agreed that the Land Owner shall permit the Developers or his men / agents at all reasonable times to verify / inspect the original deeds / documents regarding the Schedule mentioned land.

(8) In the "DEED OF CONVEYANCE" of all the purchasers from Developers allocation it must be stated that each purchaser including Land Owner shall join the Association of the building to be formed and the common expenses shall be borne by them proportionately and these terms are mandatory to every purchasers / Lawful occupiers and if any purchaser fails to pay the share of common expenses intentionally, the Association of the building shall have the right to disconnect the water connection of that concerned owner and/or to take any other measures deemed fit accordingly to law.



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ARTICLE-V, PROCEDURE

(1) The Land Owner shall grant to the Developers and/or its nominee/ nominees executing a Registered General Power of Attorney except sale right of Owner's allocated portion, where the Owner and his legal heirs, successors and assigns shall be under obligation that said General Power of attorney not be revoked but if the Developers failed to obey this agreement then the owner will get liberty to revoke the said General Power of attorney. This General Power of attorney to be given in relation to these presents in favour of the Developers for the purpose of obtaining the sanctioned plan and other sanction from different authorities in connection with the construction of the building and also for pursuing all matters relating to that land and building with the appropriate authorities and to present deeds and documents for sale or transfer out of the Developers allocations only to the registering Authority Holder having power to do all inter-alia activities on the schedule land for development purpose only and to run sale proceed of the flats/ shops / Car parking spaces and others lawfully on behalf of the owners for Developer's share, save and except owners allocation.

(2) That, the presentation of any deeds for registration or any deeds in respect of Developer's allocation is to be made on the day as and when the owner's allocation as per ratio mentioned in the Para 10(a) is peacefully handed over or keep vested to the owners with full satisfaction of the owner as per specification annexed hereto. As per Registered General Power of attorney, apart from registration activities, the Developers can perform all inter-alia activities on behalf of the Land Owner, for the purpose of development only such as to appear any Civil or Criminal Court to run or conclude any case; to appear all Govt. Semi-Govt. and/or private offices in relation to the scheduler landed property

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and may do all acts for any dispute before and after distribution of each parties allocation independently in relation to the schedule landed property where proposed multi-storied building shall be constructed on the strength of this Agreement for Development and also by virtue of the said General Power of attorney executed by the Land Owner in favour of the Developers herein.

ARTICLE-VI, CONSTRUCTION

The Developers shall be solemnly and exclusive responsible for construction of the said building with all other facilities together with its full cost involvement thereto.

ARTICLE-VII, SPACE ALLOCATION

(1) After completion of the building the Land Owner shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area or other portions of the said building except common areas, top roof shall belong to the Developers absolutely including proportionate possession right of the scheduled land and common portions.

(2) The Developers shall be exclusively entitled to the Developer's allocation in the building together with undivided proportionate share of right, title and interest of the land hereunder schedule and have exclusive right to obtain transfer or otherwise deal with or dispose of the Developer's allocation without any right to claim or interest therein whatsoever by the owners their successors, legal heirs and/or assign and owners shall not any way interfere with or disturb the quite and peaceful possession of the Developer's allocation.



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ARTICLE-VIII

**Bindings and contractual relationship by and between
the Landowners and Developers.**

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of both the parties to defend all lawful actions, suits and proceedings which may arise in respect of the development of the said premises.
2. It is agreed by both Developers and Land Owner that developers shall provide the Land Owner for temporary accommodation @Rs. 4,000/- (Rupees Four Thousand) only per month for house rent, till she is provided / allotted her flat in the proposed multi-storied building over the said land.

ARTICLE - IX BUILDING

1. The Developers shall at their own cost and responsibility shall construct, erect and complete the building provided with and common facilities and amenities at the said premises in accordance with the plan to be sanctioned by the Authority concerned of Barasat Municipality and total construction shall be made with good and standard materials as may be specified in the Schedule 'C' by the Architect / Civil Engineer from time to time. Such construction of the building shall be completed entirely by the and **DEVELOPERS** within 24 (twenty) months from the date of obtaining sanctioned plan from the concerned municipality and as per the agreement between the parties the grace period not exceeding 6 (Six) months subject to any natural calamities, acts of god, Civil war and tear riot whatsoever that prevent smooth working of the aforesaid constructions and any other related problems beyond the capacity of the Developers shall be included.



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2. The **DEVELOPERS** shall at its own cost and expenses and without creating any financial or other liability on the owners part, construct and complete the building and various units and/or apartments herein accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the Developers with the written consent of the owners at the cost of Developers.
3. All costs, charges and expenses including architects fees shall be paid, discharged by the developers.
4. That the Developers will pay and bear the property taxes and dues and outgoings in respect of the proposed building till possession is handed over.
5. That all costs, charges and expenses for the Confirming Party regarding infrastructure of Electricity Connection and Installation of Main Transformer shall be paid by the Developers.
6. The name of the building shall be "**BINAPANI APARTMENT**" it is agreed by both the parties.

SCHEDULE- "A"

(Where the new building will be constructed)

ALL THAT piece and parcel of demarcated plot of **Bastu Land** measuring about 8.25 decimal or **5 cottah** corresponding to R.S. Khatian No. - 474; 464; 469 & 459, L.R. Khatian No. - 2502, **R.S. Dag No. - 717**, L.R. Dag No. - 3353, at **Mouza - Banamalipur**, J.L. No. 80, P.S. - Barasat, within the jurisdiction of Barasat Municipality, Ward No. - 10, Holding No. 11 Taki Road (North), District - North 24 Parganas.



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The aforesaid land which is denoted herein as entire land is bulled and bounded by :-

- On the North : 12' wide Municipal Road;
On the South : R.S. Dag No. - 715;
On the East : 12' wide Municipal Road;
On the West : R.S. Dag No. - 717 (P).

SCHEDULE- "B"

(SPECIFICATION OF FLAT FOR LAND OWNER)

- (i) Flat consist with bedrooms, dining room, kitchen, toilets with bathroom and balcony with covered grill according Bastu Shastra.
- (ii) RCC Frame Structure, external walls of 5" / 8" Cement Brick works (1:4)
- (iii) Loft : Over the Bathroom (1/4th portion).
- (iv) Internal & External wall finish with cement plaster (1:6) with water proofing compound.
- (v) All floor area shall be completed 2' x 2' marble / virtified tiles in Bed rooms / Kitchen with Floor Tiles living / dining with marble tiled and Bath room with anti-skidding Floor Tiles / Marble.
- (vi) Doors with Sal wood frame with flush Door shutter (Main Door with Collapsible Gate) except Toilet door which shall be finished with synthetic Door & Frame.
- (vii) Windows with Aluminium & Glass Panel shutter (sliding) with cover grill.
- (viii) Inside wall will be finished with plaster of Paris & two coat cement primer with colour finishing.
- (ix) Outside wall shall be finished with weather coat colour.
- (x) Concealed Plumbing with GI Pipe core pipes for toilets & Hot Line GI Pipe.



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- (xi) Concealed electrical wiring using copper wire (ISI Marked) and also cable line.
- (xii) Roof treatment shall be completed in proper way.
- (xiii) Water reservoir Tank, RCC with brick work.
- (xiv) All bathroom fittings :-
 - a) Pan with Indian type / western type with PVC flushing system.
 - b) Colour Basin. c) Three Tap Points with reputed brand.
- (xv) All Electrical goods will be fitted with Reputed Brand with M.C.B and the electric wiring will be finished with copper cable for all electric points. A total number of 35 points shall be provided for the 3 bedrooms flat including A/C Point in each Room.
- (xvi) Kitchen, Cooking Platform of Green stone with granite finish with sink and glazed tiles upto roof above the cooking platform along with 2 Tap points, one on the down of the cooking platform.
- (xvii) Bathroom, WC of Reputed Brand shower's and all fittings with 6' feet height glazed tiles.

Manate-Maitra

SCHEDULE- "C" (COMMON PART)

- (i) Common paths, Passages, Lobbies, Staircase, Lift Space, top roof, Road and other rights of ingress and egress.
- (ii) Water supply system with water filtration plan for drinking water.
- (iii) Common Electric Meter Space, 24 hours power backup and fire fighting equipments.
- (iv) All vacant common space of the building, Caretaker/Liftman's room (if any).
- (v) All drainage and sewage, overhead water line, reservoir, submersible pump and common meter and common electric consumption.



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IN WITNESS WHEREOF the parties heretofore named set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Barasat in presence of :

WITNESSES :

1. Debas Das
c/o Smt Biva Rani Das
Auro Bindoo Nagar
Andal South Barasat
Po: Andal
Dist - Burdwan, Mamata Maitra
Signature of First Part / Land Owner

2. Swapan Kr. Majhi
Saroj Park
Barasat. Sairam Guha
2. Shyamal Kante Saha.
Signature of Second Part / Developers

Drafted by :

Mijanur Rahaman

Mijanur Rahaman
WB-910/2000, Advocate,
Barasat Judges' Court

Computer Composed by :

Biplab Goswami
(Biplab Goswami)
Barasat Court, Barasat.

(MEMO OF CONSIDERATION)

Received from a sum of **Rs. 2,00,000/- (Rupees Two Lakh) only** towards Consideration Money from the Developers here in above.

Modes of Payments:-

<u>Cheque No.</u>	<u>Bank</u>	<u>Date</u>	<u>Amount</u>
042328	Union Bank Barrat Branch.	27/5/2013.	2,00,000/-

TOTAL Rs. 2,00,000/-
(Rupees Two Lakh only)

Mamata Maitya



Signature of the Land Owner

WITNESSES:-







1. Debasish Das
2. Swapan K. Maity

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BARASAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 03072 / 2013, Deed No. (Book - I , 03371/2013)

Signature of the Presentant

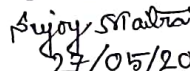
Name of the Presentant	Photo	Finger Print	Signature with date
Mamata Maitra Saroj Park, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India,	 27/05/2013	 LTI 27/05/2013	Mamata Maitra 27.5.13


II . Signature of the person(s) admittng the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mamata Maitra Address -Saroj Park, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India,	Self	 27/05/2013	 LTI 27/05/2013	Mamata Maitra
2	Sailen Guha S/o- Late Kalipada Guha Address -Pioneer Park, Kolkata, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700124	Confirming Party	 27/05/2013	 LTI 27/05/2013	Sailen Guha.
3	Shyamal Kanti Saha S/o- Late Haridas Saha Address -3 No. Bangur Avenue, C, Kolkata, P.O. :-Bangur, District:-Kolkata, WEST BENGAL, India, Pin :-700055	Confirming Party	 27/05/2013	 LTI 27/05/2013	Shyamal Kanti Saha

Name of Identifier of above Person(s)
 Sujoy Maitra
 Saroj Park Vivekananda Road, Kolkata,
 Thana:-Barasat, District:-North 24-Parganas, WEST
 BENGAL, India, Pin :-700124

Signature of Identifier with Date



 27/05/2013


 Additional District Sub-Registrar
 Barasat, North 24 Parganas.
 (Gautam Ghosh)







ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT
 Office of the A.D.S.R. BARASAT

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the A.D.S.R. BARASAT, District- North 24-Parganas
 Signature / LTI Sheet of Serial No. 03072 / 2013, Deed No. (Book - I , 03371/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Mamata Maltra Saroj Park, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India,	 27/05/2013	 LTI 27/05/2013	Mamata Maltra 27.5.13

II . Signature of the person(s) admitting the Execution at Office.

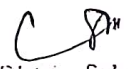
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mamata Maltra Address -Saroj Park, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India,	Self	 27/05/2013	 LTI 27/05/2013	Mamata Maltra
2	Sailen Guha S/o- Late Kalipada Guha Address -Pioneer Park, Kolkata, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700124	Confirming Party	 27/05/2013	 LTI 27/05/2013	Sailen Guha.
3	Shyamal Kanti Saha S/o- Late Haridas Saha Address -3 No. Bangur Avenue, C, Kolkata, P.O. :-Bangur, District:-Kolkata, WEST BENGAL, India, Pin :-700055	Confirming Party	 27/05/2013	 LTI 27/05/2013	Shyamal Kanti Saha

Name of Identifier of above Person(s)

Sujay Maitra
Saroj Park Vivekananda Road, Kolkata,
Thana:-Barasat, District:-North 24-Parganas, WEST
BENGAL, India, Pin :-700124

Signature of Identifier with Date

Sujay Maitra
27/05/2013


Additional District Sub-Registrar
Barasat, North 24 Parganas,
(Gautam Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT
Office of the A.D.S.R. BARASAT



Government Of West Bengal
Office Of the A.D.S.R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 03371 of 2013
(Serial No. 03072 of 2013 and Query No. 1503L000007339 of 2013)

On 27/05/2013

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 : 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Amount by Draft

Rs. 2210/- is paid , by the Bankers cheque number 929429, Bankers Cheque Date 25/05/2013, Bank Name State Bank of India, BARASAT, received on 27/05/2013

(Under Article : B = 2189/- ,E = 14/- ,Excess amount = 7/- on 27/05/2013)

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.-38,25,004/-

Certified that the required stamp duty of this document is Rs.- 7011 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 2220/- is paid , by the Bankers cheque number 929430, Bankers Cheque Date 25/05/2013, Bank : State Bank of India, BARASAT, received on 27/05/2013

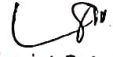
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11.54 hrs on :27/05/2013, at the Office of the A.D.S.R. BARASAT by Mamata Maitra , one of the Executants.

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

Execution is admitted on 27/05/2013 by

1. Mamata Maitra, wife of Swapan Kumar Maitra , Saroj Park, Thana:-Barasat, P.O. :-Barasat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
2. Sailen Guha S/o- Late Kalipada Guha
Partner, Apex Enterprise, Vivekananda Middle Row, Kolkata, Thana:-Barasat, P.O. :-Noapara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700125.
, By Profession : Business
3. Shyamal Kanti Saha S/o- Late Haridas Saha
Partner, Apex Enterprise, Vivekananda Middle Row, Kolkata, Thana:-Barasat, P.O. :-Noapara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700125.
, By Profession : Business


Additional District Sub-Registrar
Barasat, No. 24 Parganas.

(Gautam Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/05/2013 12:32:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 03371 of 2013
(Serial No. 03072 of 2013 and Query No. 1503L000007339 of 2013)

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Partner, Apex Enterprise, Vivekananda Middle Row, Kolkata, Thana:-Barasat, P.O. :-Noapara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700125.
, By Profession : Business


Additional District Sub-Registrar
Barasat, North 24 Parganas.

(Gautam Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/05/2013 12:32:00

EndorsementPage 1 of 2




Government Of West Bengal
Office Of the A.D.S.R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 03371 of 2013
(Serial No. 03072 of 2013 and Query No. 1503L000007339 of 2013)

Identified By Sujay Maitra, son of Swapan Kr. Maitra, Saroj Park Vivekananda Road, Kolkata,
Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700124, By Caste: Hindu,
By Profession: Business.

(Gautam Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

Mamatai Maitra


Additional District Sub-Registrar
Barasat, North 24 Parganas.

(Gautam Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/05/2013 12:32:00

EndorsementPage 2 of 2




Government Of West Bengal
Office Of the A.D.S.R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 03371 of 2013
(Serial No. 03072 of 2013 and Query No. 1503L000007339 of 2013)

Identified By Sujay Maitra, son of Swapan Kr. Maltra, Saroj Park Vivekananda Road, Kolkata,
Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700124, By Caste: Hindu,
By Profession: Business.

(Gautam Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

Mamata Maitra


Additional District Sub-Registrar
Barasat, North 24 Parganas.












(Gautam Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/05/2013 12:32:00

EndorsementPage 2 of 2

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name












 Snyamal Kauti Saha	L.H. বাম হাত	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H. ডান হাত	THUMB	FORE	MIDDLE	RING	LITTLE
						

Snyamal Kauti Saha

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name SAILER GUHA












 Sailer Guha	L.H. বাম হাত	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H. ডান হাত	THUMB	FORE	MIDDLE	RING	LITTLE
						

All the above fingerprints are of the above named person and attested by the said person

Sailer Guha

Signature of the Presentant

(3) Name

 Mamata Maibra	L.H. বাম হাত	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H. ডান হাত	THUMB	FORE	MIDDLE	RING	LITTLE
						












Mamata Maibra

Signature of the Presentant

N.B. : L.H.=Left hand finger prints & R.H.=Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name












 L.H. বাম হাত	LITTLE	RING	MIDDLE	FORE	THUMB
					
R.H. ডান হাত	THUMB	FORE	MIDDLE	RING	LITTLE
					

Shyamal Kante Saha

Signature of the Presentant

Executant/Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate's status)

(2) Name SAILER GUHA












 L.H. বাম হাত	LITTLE	RING	MIDDLE	FORE	THUMB
					
R.H. ডান হাত	THUMB	FORE	MIDDLE	RING	LITTLE
					

All the above fingerprints are of the above named person and attested by the said person

Sailer Guha

Signature of the Presentant

(3) Name

 L.H. বাম হাত	LITTLE	RING	MIDDLE	FORE	THUMB
					
R.H. ডান হাত	THUMB	FORE	MIDDLE	RING	LITTLE
					

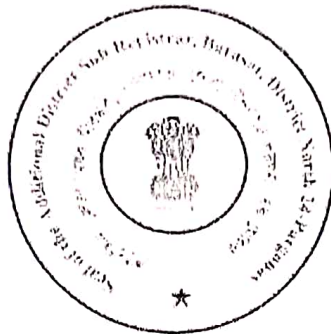
Mamata Mehta

Signature of the Presentant

N.B. : L.H.=Left hand finger prints & R.H.=Right hand finger prints.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 743 to 767
being No 03371 for the year 2013.



(Handwritten signature)

(Gautam Ghosh) 28-May-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT
Office of the A.D.S.R. BARASAT
West Bengal