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Certified that the document is admitted to registration. The signature sheets and the endersament sheets attached with this document are the puriod this document.

District Sub-Registrar-II . Aligoro, South 24 Parganas

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DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the

9th day of hore be 2017 (Two Thousand Seventeen) BETWEEN;

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4.

SMT. MRIDULA GHATAK, having PAN: CJMPG7168Q, daughter of Late Kartick Chandra Chakraborty, by faith: Hindu, by nationality: Indian, by occupation: House-Wife, residing at Hari Biraj Kanailal Dutta Road By Lane, Hakimpara, Post Office & Police Station: Siliguri, Darjeeling, Pin: 734001, hereinafter called "the OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SUN RAY DEVCON PRIVATE LIMITED, having PAN:

AAPCS0973G, having its registered Office at 21/4, Aswini Dutta
Road, Post Office: Sarat Banerjee Road, Police Station: Lake,
Kolkata: 700029, being represented by its Directors, (1) SRI

JAY S. KAMDAR, having PAN: AKWPK2270L and (2) SRI

TUSHAR S. KAMDAR, having PAN: AKWPK2271M, both sons
of Late Sharad H. Kamdar, both are of 38A/26, Jyotish Roy
Road, Post Office: New Alipore, Police Station: Behala, Kolkata
: 700053, District: 24 Parganas (South), hereinafter called "the

DEVELOPER" (which term or expression shall unless excluded



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by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the OTHER PART.

WHEREAS by a Deed of Bandayabastha (Settlement) dated 9th June, 1950 made between Bishnu Pada Mondal and Rakhal Chandra Chakraborty, the said Bishnu Pada Mondal conveyed, transferred and assigned ALL THAT piece and parcel of land admeasuring 30 (Thirty) Cottahs more or less being a portion of Calcutta Municipal Corporation (formerly South Suburban Municipality) Holding No.78, Satyen Roy Branch Road (formerly Holding No.78/74), Behala at Ward No.120, more specifically described in the SCHEDULE thereto and the said Deed of Bandayabastha (Settlement) dated 9th June, 1950 registered with the Office of the Sub-Registrar Sadar at Alipore and recorded in Book No.1, Volume No.43, Pages 175 to 177, Being No.2290 for the year 1950.

AND WHEREAS subsequent to the said Deed of Settlement and/or Bandyabastha dated 9th June, 1950, the said Bishnu Pada Mondal and the said Rakhal Chandra Chakraborty for the beneficial enjoyment of respective plots of land entered into a



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mutual Deed of Exchange of their respective right, title and interest in their respective plots of land held by them under C.S. Plot No.7591, Touzi No.386, Khatian No.2048, Mouza: Behala, Village: Jagatpur, Pargana: Balia, which were more particularly mentioned and described in the SCHEDULE - "KA" & "KHA" to the said Deed of Exchange dated 27th December, 1950 and registered at the Office of the Sub-Registrar Sadar at Alipore and recorded in Book No.1, Volume No.187, Pages 54 to 56, Being No.6208 for the year 1950.

AND WHEREAS by the said Deed of Exchange dated 27th December, 1950 property mentioned in Schedule - "KA" to the said Deed measuring about 2% (Two & Half) Cottahs of land belonging to the said Bishiru Pada Mondal was transferred to the said Rakhal Chandra Chakraborty situated on the North-Eastern side of Dag No.7591 in exchange of the land measuring 2 (Two) Cottahs 2 (Two) Chittacks in the said Dag No.7591, Khatian No.2048, Mouza: Behala, by the said Rakhal Chandra Chakraborty in favour of the said Bishnu Pada Mondal comprised in and being part of the said Dag No.7591, Touzi No.2048, Mouza: Behala, Pargana: Balia, Village: Jagatpur, in the District of 24 Parganas.



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AND WHEREAS in the manner aforesaid the said Rakhal Chandra Chakraborty became the sole and absolute Owner of the said 30 (Thirty) Cottahs of land absolutely and forever.

and whereas the said Rakhal Chandra Chakraborty subsequently got his name recorded in the Record of Rights and in the Assessment Department of the South Suburban Municipality, which was subsequently merged with Calcutta Municipal Corporation as recorded Owner and subsequently the record was altered and joint names of his two sons Dwijendra Lal Chakraborty and Kartick Chandra Chakraborty were recorded as Owners in equal shares.

AND WHEREAS from the documents itself and from the Record of Rights it appears that Rakhal Chandra Chakraborty was the absolute Owner inter-alia 30 (Thirty) Cottahs of land under C.S Plot No.7591, Touzi No.386, Khatian No.2048, Mouza: Behala, Pargana: Balia, Village: Jagatpur, under Joint Sub-Registration Office at Alipore and Behala in the District of 24 Parganas and remained in peaceful khas possession thereof in terms of the aforesaid Settlement/Bandyabastha dated 9th June, 1950.



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AND WHEREAS the said Rakhal Chandra Chakraborty died intestate sometime in or about 1954 leaving him surviving his two sons viz. Dwijendra Lal Chakraborty and Kartick Chandra Chakraborty as his only heirs and legal representatives.

AND WHEREAS the said Dwijendra Lal Chakraborty and Kartrick Chandra Chakraborty after the death of their father viz. said Rakhal Chandra Chakraborty became the absolute joint Owners of or otherwise well and sufficiently entitled to ALL THAT the said 30 (Thirty) Cottahs of bastu land korfa comprised in Mouza: Behala, Pargana: Balia, under C.S. Plot No.7591, under Khatian No.2048 and held jointly by the said Dwijendra Lal Chakraborty and Kartick Chandra Chakraborty.

AND WHEREAS in course of such possession, the said Kartick Chandra Chakraborty died on or about 5th March, 1987 leaving him surviving two sons and four daughters as his heirs and legal representatives and none else as his share holders.

AND WHEREAS the widow of the said Kartick Chandra Chakraborty died and only son and daughter of the said Kartick Chandra Chakraborty remained in absolute possession and



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occupation thereof and subsequently the said son and daughter of the said Kartick Chandra Chakraborty, since deceased, obtained from Alipore Court a Succession Certificate and/or proper representation to the said estate of the said deceased, which was granted to and in favour of the eldest son of the said Kartick Chandra Chakraborty known as Shakti Chakraborty to collect all the debts of the said deceased.

AND WHEREAS now from the relevant records of the South Suburban Municipality and of the Calcutta Municipal Corporation and the relevant Settlement Record of Rights it appears that the two sons and four daughters of the said Kartick Chandra Chakraborty, since deceased viz. Dr. Shakti Chakraborty, Sanjib Chakraborty, Smt. Mridula Ghatak, Smt. Shikta Bhattacharya, Smt. Shila Bhattacharya and Smt. Soma Kushari along with their uncle Dwijendra Lal Chakraborty became the absolute joint Owners of the said Premises No.78, Satyen Roy Branch Road (formerly 78/74), Behala, Calcutta: 34, under Ward No.120 of the Calcutta Municipal Corporation.

AND WHEREAS thereafter said Dwijendra Lal Chakraborty also died on or about 16th February, 1997 leaving behind him



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surviving his three sons viz. Sailesh Chakraborty, Swapan Kumar Chakraborty, Sankha Chakraborty and four daughters viz. Smt. Krishna Mukherjee, Smt. Kalpana alias Lina Pushilal, Smt. Seema Chatterjee and Smt. Bulbul Chaki, as his only legal heirs and successors, who jointly inherited the undivided share of aforesaid property left by their father as per Hindu Succession Act, 1956. Be it noted that wife of said Dwijendra Lal Chakraborty predeceased him long earlier.

AND WHEREAS in the manner stated above, the said Dr. Shakti Chakraborty, Sanjib Chakraborty, Smt. Mridula Ghatak, Smt. Shikta Bhattacharya, Smt. Shila Bhattacharya, Smt. Soma Kushari, Sailesh Chakraborty, Swapan Kumar Chakraborty, Sankha Chakraborty, Smt. Krishna Mukherjee, Smt. Kalpana alias Lina Pushilal, Smt. Seema Chatterjee and Smt. Bulbul Chaki became the joint Owners of the aforesaid property absolutely seized and possessed the same as joint Owners thereof.

AND WHEREAS meanwhile Sailesh Chakraborty died intestate on 27th June, 2016 leaving behind him surviving Smt. Jayanti Chakrabori as widow and one daughter viz. Ria Chakraborty as



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his only legal heirs and successors, who jointly at present fare the Owners of undivided share of Sailesh Chakraborty in respect of the aforesaid property as per Hindu Succession Act, 1956.

AND WHEREAS during peaceful enjoyment of the aforesaid property jointly all the Co-Owners sold, transferred and conveyed some portions of their aforesaid property and at present retained land measuring 12 (I'welve) Cottahs of land and duly mutated their names with the Office of the Kolkata Municipal Corporation, which is at present known and numbered as Municipal Premises No.78, Satyen Roy Branch Road (mailing address 22/1, Satyen Roy Branch Road), Police Station: Behala, Kolkata: 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, District: 24 Parganas (South), morefully described in the FIRST SCHEDULE hereunder written and hereinafter referred to as "the SAID PREMISES" and absolutely seized and possessed the same jointly by mutating their names with the Office of the Kolkata Municipal Corporation and paying taxes thereto.

AND WHEREAS the Owner herein decided to develop her undivided 1/12th share of the said premises, morefully



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described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PROPERTY**" for its use and benefit for herself and for that the Party hereto of the One Part decided to enter into this Agreement with the Party hereto of the Other Part as per terms and conditions as set forth hereunder below for the proposed development work of the said property.

AND WHEREAS the Owner has declared and represented as under:-

- The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
- That the said property as well as the said premises does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
- That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to



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attachment and/or sale of the said property as well as the said premises under Public Demands Recovery Act.

- 4. That the Owner has not heretofore entered into any Agreement for Sale of the said property as well as the said premises or any portion thereof nor have she bounds herself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property as well as the said premises or any portion thereof.
- That she has absolute right and indivisible title and absolute power and authority to deal her said property and every part thereof in any manner she may prefer.

AND WHEREAS the structure which stands on the said property is in a dilapidated condition, not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owner and the members of her families.

AND WHEREAS the Owner is desirous to have her said property developed for better utilization of the space available therein.



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AND WHEREAS the Owner is not in a position to develop the said property on her own having lack of knowledge in the matter of construction of Building.

AND WHEREAS the Owner was in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owner with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with her own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows:-



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ARTICLE : "I"

(DEFINITIONS)

OWNER:-

Shall mean SMT. MRIDULA GHATAK, daughter of Late Kartick Chandra Chakraborty of Hari Biraj Kanailal Dutta Road By Lane, Hakimpara, Post Office & Police Station: Siliguri, Darjeeling, Pin: 734001 and her heirs, executors, administrators, legal representatives and assigns.

DEVELOPER :-

Shall mean SUN RAY DEVCON PRIVATE LIMITED, having its registered Office at 21/4, Aswini Dutta Road, Post Office: Sarat Chatterjee Road, Police Station: Lake, Kolkata: 700029, being represented by its Directors, (1) SRI JAY S. KAMDAR and (2) SRI TUSHAR S. KAMDAR, both sons of Late Sharad H. Kamdar, both are of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, District: 24 Parganas (South) and its successors-in-office and assigns.

THE SAID PROPETY :-

Shall mean ALL THAT undivided 1/12th share of the land measuring about 12 (Twelve) Cottahs more or less,



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together with structure standing thereon, situate and lying at Mouza: Behala, Pargana: Balia, Touzi No.386, under Khatian No.2048, appertaining to C.S. Plot No.7591, being known and numbered as Municipal Premises No.78, Satyen Roy Branch Road (mailing address 22/1, Satyen Roy Branch Road), Police Station: Behala, Kolkata: 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, District: 24 Parganas (South).

BUILDING PLAN :-

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or her duly authorized agents or Attorney and approved.



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ARCHITECT/L.B.S.:-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owner of such appointment.

BUILDING:-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the FIFTH SCHEDULE hereunder written.

OWNER'S ALLOCATION :-

Shall mean that in this project the Owner shall be given at the first instance free of cost entitled to get 40% of the total F.A.R. out of 100% of the total F.A.R. in respect of her undivided 1/12th share of the said property from the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, commercial space/s, Car Parking Space/s, Garage/s



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according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, Space/s, amenities and facilities therein provided morefully described in the THIRD SCHEDULE hereunder written. The Owner shall be given the aforesaid allocation in lieu of her said property being allowed for development by the Developer. The aforesaid allocation of the Owner will be settled after sanction of the Building Plan on the basis of mutual understanding and for that fresh Supplementary Agreement will be executed in future by the Parties herein, which will be treated as part of the present Agreement.

DEVELOPER'S ALLOCATION :-

Shall mean the rests and remaining portions of the proposed Building/s in the said property save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas and Space/s, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the



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same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **FOURTH SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyer and to take advances and total consideration from him/her/them without any objection or interruption from the Owner.

SALEABLE AREA :-

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferee/s and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

COMMON AREAS AND FACILITIES :

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump



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tank, boundary wall, water pump motor/s and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

COMMON EXPENSES:-

7.

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferce/s and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

12. SUPER BUILT UP AREA:-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage



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and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat/s, Space/s shall the common areas, common utilities as may be provided in the proposed Building/s.

13. TOGETHER:-

With its grammatical variation shall mean the transfer by way of sale of the Flats, Garage and Space/s excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferce/s and/or Purchasers of Flats and Space/s in the Building/s to be constructed thereon.

14. TRANSFEREE(S)/PURCHASER(S):-

Shall mean the person, Firm, Limited Company,
Association of persons or any other Legal Body to whom
any Flat/s, commercial Space/s and Car Parking Space/s
in the proposed Building/s to be constructed thereon will
be transferred.

 A. Words imparting singular shall include plural and vise versa.



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B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE: "II"

(TITLE AND DECLARATION)

- The Owner hereby declares that she has good and absolute right, title and interest in the said property as mentioned in the SECOND SCHEDULE hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owner.
- 2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing structure with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with



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proportionate undivided share in the land of the said property without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

ARTICLE: "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitled to enter into Contract/s or Agreement/s with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owner in any manner whatsoever.

ARTICLE: "IV"

(POWER OF ATTORNEY)

The Owner shall grant to the Developer or its Partners such irrevocable registered Development Power of Attorney in favour of the Developer or its Partners as may be required for the



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purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and to bring electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Space/s and other Space/s of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and by taking earnest money or full payment of consideration.

ARTICLE : "V"

(PROCEDURE)

- The Owner has appointed the Developer as the Developer
 of the said property including the Owner's portion and the
 Developer has accepted such appointment on the terms
 and conditions hereunder contained.
- The development of the said property shall be in the following manner:
 - A. Simultaneously with the execution hereof, the Owner shall hand over to the Developer original



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Deed/s, Corporation papers and other title related papers and documents relating to the said property. If any such document is not available to her that suppose to be available to them, then the Developer shall make such arrangement to avail the same at the cost and expenses of the Owner. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with them or any of their representatives or to any person or persons and Authority or Authorities as may be requested by the Owner till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodisms of all or any of the original documents shall hand over the original documents to the Association and/or Committee for her custody.

B. The Owner herein within 30 (Thirty) days from the date of execution of this Agreement clear the



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Municipal taxes as is now pending in respect of the said property.

- C. The Developer shall at its own endeavour mutate the names of the Owner with the Office of the Kolkata Municipal Corporation.
- D. The Developer shall at its own cost being the Attorney of the Owner herein shall mutate the names of the Owner with B.L. & L.R.O. and shall also obtain land ceiling clearance from the Authority concerned for construction of the proposed Building/s on the said property and for that a total time limit shall be allotted to the Developer for 36 (Thirty-Six) months from the date of execution of this Agreement for Development.
- E. After obtaining the land ceiling clearance, the Developer as Attorney of the Owner at its own costs and expenses and for and on behalf of the Owner shall cause the Plan/s of the proposed Building/s to be prepared and deposit the same before



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sanctioning Authority/ies for the approval and/or sanction of the same and get the Plan/s approved and/or sanctioned along with other permissions, clearances or approvals for the said development and for that a total time duration to be allowed as 24 (Twenty-Four) months after expiration of the aforesaid land ceiling clearance and from the date of sanction of the Building Plan/s and/or from the date of handing over peaceful vacant possession of the said property by the Owner to the Developer herein, whichever will be the later, the Developer be allowed to construct the proposed Building/s within a span of 36 (Thirty-Six) months from the date of aforesaid formalities be over.

F. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project, it would be deemed that the project has been duly constructed and completed by the Developer.



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- G. That if after due service of notice of shifting by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/their Unit/s in the proposed Building/s in the said property within the notice period then it would be construed that the Owner has taken possession of her allotment in the proposed Building/s on the expiry of term of the said notice.
- H. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed in the said property.
- At any time after the execution of this Agreement,
 the Developer shall have the right and shall be



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entitled to enter into the said property and to do all preparatory works, as may be necessary for the project.

- J. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period 36 (Thirty-Six) months from the date of execution of this Agreement for Development, shall complete the construction of the proposed Building/s in the said project at its own costs and expenses and deliver vacant and peaceful possession of the Flat/s, Space/s comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the THIRD SCHEDULE hereunder written. The Owner may extend time for a further period as the same may be reasonably required, as per prayer of the Developer.
- K. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the



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Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : "VI"

(Possession And Construction)

- It has been agreed by an between the Owner and the
 Developer to construct, erect and complete the proposed
 Building/s in the said property and that the Developer
 shall have the entire responsibility for construction of the
 proposed Building/s and the Owner shall have no
 responsibility towards construction of the proposed
 Building/s.
- The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
- The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser's of any space's out of its allocation.



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- 4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
- 5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 36 (Thirty-Six) months from the date of execution of this Agreement for Development and/or from the date of sanction of the Building Plan, whichever will be later.

ARTICLE: "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property is completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/L.B.S. as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Owner requesting her to take possession of the Owner's allocation in the Building/s and



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thereafter the Owner shall take possession of her allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of her allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flats and other Space/s in the proposed Building/s and till formation of a Body of the Co-Owner of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation, it will be the responsibility of the Developer to arrange for maintenance of the common areas and the common utilities of the Building/s and therefore the Developer will be entitled to realize the cost proportionately from occupiers of the several Flat/s, Space/s, for a limited period of 6 (Six) month only.

ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the



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same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following:-

- 1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use her respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
- No party shall demolish or permit to demolish any wall or
 other structure in her respective portions or any part
 thereof or make any structural alteration therein without
 the consent of all other Co-Owner and without obtaining
 necessary permission from the concerned statutory
 Authorities.
- Both the Parties shall abide by all laws, byc-laws, rules and regulations of the Government and/or Local Bodies



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and shall be responsible for any violation and/or breach
of any of the laws, bye-laws, rules and regulations in her
respective allocations.

- 4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in her respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
- 5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owner for the purpose they are meant.
- No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or



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accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.

 In the event of any transfer being made by the Parties of her respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE: "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal, but the Owner shall not be entitled to an order of injunction to stop the works of the proposed Building/s unless there be a case of illegal construction by the Developer.

ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.



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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGRED BY AND BETWEEN THE PARTIES HERETO as
follows:-

- 1. The Owner agrees to appoint and do hereby appoint the Party of the Other Part herein, as the Developer in respect of the said property morefully described in the SECOND SCHEDULE hereunder written and the Owner hereby grant/appoint/permission/license to the Developer for development of the land for the purpose of construction of the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.
- Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said property, by way of construction of multistoried Building/s. The Developer shall at its own costs construct, erect and



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complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the FIFTH SCHEDULE hercunder written.

- 3. The Developer shall provide in the proposed Building/s as its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartment/s or Flat/s, Car Parking Space/s and other space/s.
- All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- Simultaneously with the execution of the Agreement, the Developer shall be entitled to negotiate with the any other person, if there be any to obtain their respective "No



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Objection" in respect of the proposed construction/ development of the said property agreeing to provide space to themselves as per law.

- 6. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall be borne by the Developer.
- 7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Company, represented by (1) SRI JAY S. KAMDAR and (2) SRI TUSHAR S. KAMDAR by a registered Development Power of Attorney and/or General Power of Attorney, which will be irrevocable by the Owner save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
- All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.



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- 9. The Developer shall construct the said property strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner.
- 10. The Developer is hereby empowered by the Owner to apply and obtain on her behalf and in her names the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.
- The Owner hereby agrees and undertakes to deliver the vacant possession of the said property to the Developer for



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the purpose of development and construction of proposed Building/s on execution of this Agreement without any objection or hindrances.

- 12. The Owner shall if required, at the cost of the Developer shall amalgamate the said property with other adjacent property/ies, if there be any, enabling the developer to construct a residential complex in and around the locality but in every cases the Owner shall get the 40% of the total F.A.R. out of 100% of the total F.A.R. in respect of her undivided 1/12th share of the said property from the proposed constructional works.
- 13. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 36 (Thirty-Six) months from the date of execution of this Agreement for Development and/or from the date of sanction of the Building Plan, whichever will be the later.
- Immediately on completion of the Owner's allocation in all respect along with completion of all common Space/s



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providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s; if the same shall be levied on the Building/s as a whole.

15. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise

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as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

16. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of her allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers,



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pumps, motors whatsoever as may be mutually agreed upon from time to time.

- 17. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
- 18. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
- 19. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that



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the Developer as the constituted Attorney of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

- 20. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.
- 21. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
 - A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal



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Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.

- B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Λet.
- C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be borne by the Developer.
- Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any



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portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

- 23. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereof without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
- 24. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of the space or accommodation therein.
- No goods or other items shall be kept by the Owner or the
 Developer or the Transferce/s for display or use or



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otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

- 26. The Owner shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
- 27. The Owner hereby agrees and covenants with the Developer that she will mutate her own names at her own costs and expenses with the Kolkata Municipal



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Corporation Authority after the Owner possession of her allocation in a habitable condition and the Developer shall co-operate with the Owner in this respect.

- 28. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Ownership Flats. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owner shall not have nor can have any demand or claim thereon of any nature whatsoever.
- Ownership Flat/s, Space/s, Car Parking Space/s during the Development/construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s, Car Parking Space/s, Space/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.



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- 30. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
- 31. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property as well as the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.
- 32. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
- 33. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to



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own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as she respectively think fit and proper.

- 34. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no right or claim in respect of the Developer's Allocation as herein provided.
- 35. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/Space/s, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or refund such cost or expenses to the Developer.
- The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of



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the Owner's allocation together with all rights in common areas/Space/s common utility portion of the proposed Building/s and the open space thereof.

- 37. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.
- 38. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other area/s of the Building/s belonging to the Developer's allocation and also enter into Agreement for Sale with the intending Purchaser/s and to receive earnest money thereof and receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.



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- 39. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreement/s and other document/s of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s, Space/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
- 40. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owner and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such



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acts, deeds, matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

- 41. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to her/its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
- 42. The proposed Building/s in the said property shall be christened as "Sun Saira" which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
- 43. The Owner shall not stop work of the Developer at any stage during construction by bringing a suit against the



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Developer and all order of injunction so long or there is no actionable deviation from the sanctioned Building Plan and/ or abandonment of work and/or breach of any covenants by the Developer.

- 44. The Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
- 45. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about 12 (Twelve)

Cottahs more or less, together with structure standing thereon,



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situate and lying at Mouza: Behala, Pargana: Balia, Touzi No.386, under Khatian No.2048, appertaining to C.S. Plot No.7591, being known and numbered as Municipal Premises No.78, Satyen Roy Branch Road (mailing address 22/1, Satyen Roy Branch Road), Police Station: Behala, Kolkata: 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, Additional District Sub-Registry Office at Behala, District: 24 Parganas (South), together with all right, title, interest and right of casement attached thereto and the same is butted and bounded by:

ON THE NORTH : House of Barun Das & Joydeb Chanda ;

ON THE SOUTH : 14' wide Satyen Roy Branch Road ;

ON THE EAST : Jagatpur Rukmini Vidya Mandir Boys School ;

ON THE WEST : House of D.L. Chakraborti.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of undivided 1/12th share of the land measuring about 12 (Twelve) Cottahs more or less i.e. land measuring comes to undivided 1 (One) Cottah more or less, together with undivided share of R.T. structure measuring more or less 100 (One Hundred) Square Feet standing thereon at



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being Municipal Premises No.78, Satyen Roy Branch Road (mailing address 22/1, Satyen Roy Branch Road), Police Station: Behala, Kolkata: 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, District: 24 Parganas (South), morefully described in the first schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT in the instant joint venture project the Owner shall be given at the first instance free of cost entitled to get 40% of the total F.A.R. out of 100% of the total F.A.R. in respect of her undivided 1/12th share of the said property from the proposed Building/s in finished, complete and in habitable condition, according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining 60% share of the proposed Building/s in the said property save and except the Owner's allocation. The said rests and remaining areas means several



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Flat/s, Car Parking Space/s and other space/s and proportionate share including common Space/s, places, staircases and the Developer shall have the right to sell, mortgage, lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement/s for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owner and also to sale its allocation to the intending Purchaser/s, after handing over possession of the Owner's allocation.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF SPECIFICATION OF THE BUILDING/S)

BUILDING:-

Building designed or R.C.C. foundation of multistoried.

FOUNDATION:-

Building designed of R.C.C. foundation.

STEEL:-

Steel quality available in the market.



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CEMENT:-

Standard quality available in the market.

STONE CHIPS:-

Standard quality available in the market.

SAND:-

Course sand and other sand shall be required.

BRICKS:-

1st and 2nd class available in the market.

FLOORING:-

Bed rooms, toilet, drawing/dining will be finished with marble.

* TOILET :-

Toilet will be of marble flooring with 6' high glaze tile all around.

PAINTING:-

All internal walls will be finished the plaster Paris. All external paintings will be with cement based paints. All doors and windows will be enamel paints.



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SANITARY:-

All internal pipe line will be concealed type. Soil lines are to be connected to underground, drainage pipes terminating in Corporation line, colour basin, colour commodes, Essco fittings.

WATER SUPPLY:-

Water will be supplied from the supply of Kolkata Municipal Corporation.

DOORS :-

All doors will be made up of commercial flash doors, main entrance door will be teak finish.

WINDOWS:-

Aluminum sliding with glass fittings.

ELECTRICAL :-

Electrical points for light, fan, and refrigerator.

• WORKS :-

P.V.C. wiring and complete with distribution board subdistribution board, switch board with piano type switches



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and 5 & 25 amp, plug point electrical points will be provided as per design given by architect.

ELECTRICAL :-

All conceal wiring.

LIFT:-

Lift will be provided.

THE SIXTH SCHEDULE ABOVE REFERRED To

(DESCRIPTION OF SPECIFICATION OF COMMON AREAS)

1. AREAS :-

- A. Entrance and exits to the said property and the Building/s.
- B. Darwans room, if any.
- C. Boundary walls and main gate of the said property.
- D. Lift and lift machine room.
- E. Staircase, stair head room and lobbies on all the floors.



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- F. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.
- G. Common installations on the roof and in the Ground Floor and also in each floor.
- H. Right to access on the roof above the top of the floor of the Building/s.
- The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

2. WATER PLUMBING AND DRAINAGE :-

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit! or exclusively for the same.
- Water supply system of the whole Building.
- C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those



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are within the exclusive area of any unit and/or exclusively for its use.

ELECTRICALS INSTALLATIONS :-

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- D. Electric installation for lift.
- E. Machineries and accessories, if any (at extra cost).

4. OTHERS :-

Such other common parts, areas, equipments, installations, fittings, fixtures and Space/s in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owner.



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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata in the presence of :-

WITNESSES :

1. Subhasis Bosse 1/26 Netry: Nugar KW-192

Maridula Shatak

Plo Sahapen colony (8) New Alipous

KOIKASA - 7000-13

For SUN RAY DEVCON PRIVATE UNITED

Director

SALSHING Y DEVCON PRIVATE LIMITED

Director)

Signature of the DEVELOPER

Drafted by us :-

SANTANU ADHIKARY

Advocate

Alipore Judges' Court, Kol: 27.

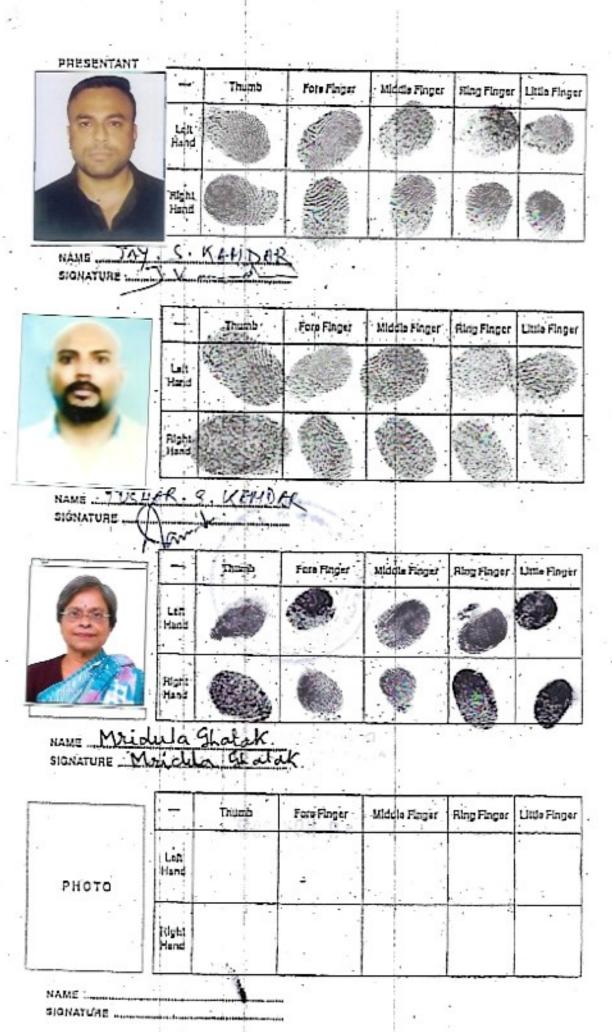
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Alipore Judges' Court, Kol: 27.



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Alipore, South 24 Parganas

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आयकर विमाम INCOME TAX DEPARTMENT

मारत सरकार GOVT. OF INDIA

SUN RAY DEVCON PRIVATE

LIMITED

07/10/2010 Permanent Account Number

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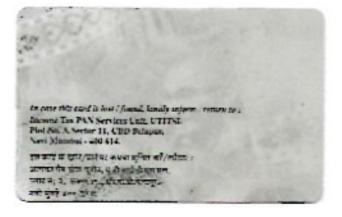
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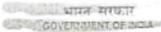


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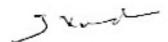


Jay. S. Kamder DOB: 12/06/1982



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मेरा आधार, मेरी पहचान





भारतीय विशिष्ट पत्थान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O Late Sharad H Kamdar, 38A/26, IYOTISH ROY ROAD, New Alipore, Kolkata, West Bengal - 700053

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Tushar S. Kamdar

DOB: 19/07/1983 MALE





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भारतीय विक्रिक्ट पहचान पाधिकरण инфитероватия аитновиту от парка

Address

S.O. Sharad.H.Kamdar, 38A/26, JYOTISH ROY ROAD, New Alipore, Kolkata, West Bengal - 700053

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Your PAN Application Status

Acknowledgment

Number

: 661031163917510

Name

: MRIDULA GHATAK

Category

Individual

Status

Your PAN card has been dispatched on 27-Oct-2017 by <u>Blue Dart Excress Ltd</u> courier vide airway biti no. 34626196976, at the address for communication* indicated by you in the application. The PAN card is expected to be delivered by 06-Nov-2017.

Permanent

Account Num (PAN)

: CJMPG7168Q

PAN card will be despatched only to the communication address provided in your PAN application. "Wherever the Representative Assessee (RA) dotats (form no.14 in Form 40A) are mentioned in the application, PAN Card will be deepstched to the RA's address.
 If your communication eddress has changed, please submit a Request for New PAN Card orland Changes or Correction in PAN data' form so that the

income Tax Department's database is updated with your current address.

Witten communication from the Income Tex Department will be directed to the communication address recorded against your PAN. So to evold any
inconveniences in future, please ensure that your communication address is up-to-date in the income Tex Department's detabase.



(FChpyright 2010 | NSSI, e-Governance infrastructure Limited (NSOL)

Movidula Statak



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

GRN:

19-201718-010474334-1

Payment Mode

Online Payment

GRN Date: 07/11/2017 16:41:22

Indian Overseas Bank

BRN:

201711070713374

BRN Date: 07/11/2017 16:42:50

DEPOSITOR'S DETAILS

d No.: 16020001526888/1/2017

[Tender Number]

Name:

SUN RAY DEVCON PVT LTD

Contact No.:

40080640

Mobile No.:

+91 9830718888

E-mail:

sunconstructionsun@yahoo.in

Address:

214 ASWINI DUTTA ROAD KOLKATA 700029

Applicant Name:

Mr P SANA

Office Name:

Office Address:

Buyer/Claimants

Status of Depositor:

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
,	16020001526868/1/2017	Property Registreson-Stemp duty	0030-02-103-003-02	4020
2	16020001526888/1/2017	Proporty Registration-Registration Foos	0030-03-104-001-10	53

Total

4973

In Words:

Rupees Four Thousand Nine Hundred Seventy Three only

Will District South 24 Forestrict



Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	1602-0001526888/2017	Office where deed will be registered		
Query Date	07/11/2017 3:55:44 PM .	D.S.RI I SOUTH 24-PARGANAS, District: South 24- Parganas		
Applicant Name, Address & Other Details	P SANA ALIPORE POLICE COURT, Thana: PIN - 700027, Mobile No.: 9830737	: Alipore, District : South 24-Parganas, WEST BENGAL, 37513, Status :Deed Writer		
Transaction	· · · · · · · · · · · · · · · · · · ·	Additional Transaction		
[0110] Sale, Development agreement	Agreement or Construction	[4305] Declaration [No of Declaration : 2]		
Set Forth value		Market Value		
		Rs. 17,30,000/-		
Total Stamp Duty Payable(SD)		Total Registration Fee Payable		
Rs. 5,020/- (Article:48(g))		Rs. 53/- (Article:E, E, M(b), H)		
Mutation Fee Payable	Expected date of Presentation of Dood	Amount of Stamp Duty to be Paid by Non Judicial Stamp		
		Rs. 100/-		
Remarks				

Land Details :

District: South 24-Parganas, Thana: Behala, Corporation; KOLKATA MUNICIPAL CORPORATION, Road: Satyen Roy Branch Road, , Premises No. 78, Ward No: 120 Pin Code : 700034

Sch No	the second of the second of the	Khatian Number	Proposed Proposed	A STATE OF THE PARTY OF THE PAR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		1 Katha			Width of Approach Road: 14 Ft.,
	Grand	Total:			1.65000000Dec	0 /-	17,00,000 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	100 Sq FL	0/-	30,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Comented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total: 100.00000 sq ft | 0 /- | 30,000 /-



Land Lord Details:

SI No	Name & address	Status	Execution Admission Details :
1	MRIDULA GHATAK Daugther of Late KARTICK CHANDRA CHAKRABORTY, HARI BIRAJ KANAILAL DUTTA ROAD BYE LANE, HAKIMPARA, Post Office: SILIGURI, Sitiguri, District-Darjeeting, West Bengal, India, PIN - 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. CJMPG7168Q, Status: Individual, Executed by: Solf , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

Developer Details:

SI No	Name & address	Status	Execution Admission Details:
	SUN RAY DEVCON PRIVATE LIMITED (Private Limited Company) ,21/4, ASWINI DUTTA ROAD,, Post Office: SARAT BANERJEE ROAD, Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 PAN No. AAPCS0973G, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details:

SI No	Name & Address	Representative of
1	JAY'S KAMDAR Son of Late SHARAD H KAMDAR38A/26, JYOTISH ROY ROAD, Post Office: NEW ALIPORE, New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKWPK2270L	SUN RAY DEVCON PRIVATE LIMITED (as DIRECTOR)
2	TUSHAR S KAMDAR Son of Late SHARAD H KAMDAR38A/26, JYOTISH ROY ROAD, Post Office: NEW ALIPORE, New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKWPK2271M	SUN RAY DEVCON PRIVATE LIMITED (as DIRECTOR)

Identifier Details:

PARTHA SANA Son of Late R. N. SANA ALIPORE POLICE COURT, Post Office: ALIPORE: Algore: District:-South 24-Parganas, West Bengal, India, PIN -700027, Sex: Male, By Caste: Hindu, Occupation: Deed Writer, Citizen of India, , Identifier Of MRIDULA GHATAK, JAY S KAMDAR, TUSHAR S KAMDAR

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	MRIDULA GHATAK	SUN RAY DEVCON PRIVATE LIMITED-1.65 Dec
Trans	er of property for S1	
SI.No	From	To. with area (Name-Area)
1	MRIDULA GHATAK	SUN RAY DEVCON PRIVATE LIMITED-100 Sq Ft

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 21/12/2017 for registration.
- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per Jocument upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f. 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Selier and Buyer is a must when the market value of the property exceeds Rs. 10 fac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no, 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



Major Information of the Deed

Deed No:	I-1602-09961/2017	Date of Registration	09/11/2017	
Query No / Year	1602-0001526888/2017	Office where deed is r	egistered	
Query Date	07/11/2017 3:55:44 PM	D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	P SANA ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24- No. : 9830737513, Status :Dee	Parganas, WEST	
Transaction	A PARTY OF THE PAR	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value		Market Value		
	•	Rs. 17,30,000/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 5,020/- (Article:48(g))		Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(U area)			

Land Details:

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satyon Roy Branch Road, , Premises No. 78, Ward No: 120

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land		Market Value (In Rs.)	Other Details
L1			Bastu		1 Katha		17,00,000/-	Width of Approach Road: 14 Ft.
-	Grand	Total:		(1.65Dec	0 /-	17,00,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details	217
S1	On Land L1	100 Sq Ft.	0/-	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

		195-1-1		4
Total:	100 sq ft	0 /-	30,000 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature					
1	Namo	Photo	Fringerprint	Signature	BUTCH!	
	MRIDULA GHATAK Daugther of Late KARTICK CHANDRA CHAKRABORTY Executed by: Self, Date of Execution: 09/11/2017 , Admitted by: Self, Date of Admission: 09/11/2017 ,Place : Office	89/11/2017	091120(7.	Merida La State	35	

13/11/2017 Query No:-16020001526888 / 2017 Deed No :1 - 16020996 N 2017 Seament is digitally signed

HARI BIRA) KANAILAL DUTTA ROAD BYE LANE, HAKIMPARA, P.O:- SILIGURI, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CJMPG7168Q, Status: Individual, Executed by: Self, Date of Execution: 09/11/2017

, Admitted by: Self, Date of Admission: 09/11/2017 ,Place: Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature SUN RAY DEVCON PRIVATE LIMITED 21/4, ASWNI DUTTA ROAD,, P.O:- SARAT BANERJEE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, PAN No.:: AAPCS0973G, Status::Organization, Executed by: Representative		
1			

Representative Details:

Na	Name, Address, Photo, Finger print and Signature					
	Name	Photo	Finger Print	Signature		
JAY S KAMDAR (Presentant) Son of Late SHARAD H KAMDAR Date of Execution - 09/11/2017, , Admitted by: Self, Date of Admission: 09/11/2017, Place of Admission of Execution: Office	6		3.x.l.			
		Nov 9 2017 3-4779	LTI 03/11/2017	06/11/2017		
Wes PAN	38A/26, JYOTISH ROY ROAD., P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Pargand West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India PAN No.:: AKWPK2270L Status: Representative, Representative of: SUN RAY DEVCON PRIVATE LIMITED (as DIRECTOR) Name Photo Finger Print Signature					
1000	HAR S KAMDAR	THOLO	ringerrint	Olghature		
Son	of Late SHARAD H	93		of v		

38A/26, JYOTISH ROY ROAD,, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKWPK2271M Status: Representative, Representative of: SUN RAY DEVCON PRIVATE LIMITED (as DIRECTOR)

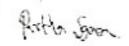
Identifier Details:

09/11/2017, Place of

Admission of Execution: Office

PARTHA SANA Son of Late R. N. SANA ALIPORE POLICE COURT, P.O.- ALIPORE, P.S. Alipore, District Courth 24-Parganas, West Bengal, India, PIN 700027, Sex: Male, By Caste: Hindu, Occupation: Deed Writer, Citizen of India, , Identifier Of MRIDULA GHATAK, JAY S KAMDAR, TUSHAR S KAMDAR

09/11/2017



Trans	fer of property for L1		A CO
SI.No	From	To. with area (Name-Area)	
1	MRIDULA GHATAK	SUN RAY DEVCON PRIVATE LIMITED-1.65 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	-2
1	MRIDULA GHATAK	SUN RAY DEVCON PRIVATE LIMITED-100.00000000 Sq Ft .	

Endorsement For Deed Number: 1 - 160209961 / 2017

On 09-11-2017

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:52 hrs on 09-11-2017, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by JAY S KAMDAR ...

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 17,30,000/-

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

Execution is admitted on 09/11/2017 by MRIDULA GHATAK, Daughter of Late KARTICK CHANDRA CHAKRABORTY, HARI BIRAJ KANAILAL DUTTA ROAD BYE LANE, HAKIMPARA, P.O: SILIGURI, Thana: Siliguri, Darjoeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife

Indetified by PARTHA SANA, , , Son of Late R. N. SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 09-11-2017 by JAY S KAMDAR, DIRECTOR, SUN RAY DEVCON PRIVATE LIMITED Y (Private Limited Company), 21/4, ASWINI DUTTA ROAD, P.O:- SARAT BANERJEE ROAD, P.S:- Lake, District-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by PARTHA SANA, . , Son of Late R. N. SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 09-11-2017 by TUSHAR S KAMDAR, DIRECTOR, SUN RAY DEVCON PRIVATE LIMITED (Private Limited Company), 21/4, ASWINI DUTTA ROAD, BO- SARAT BANERJEE ROAD, P.S.- Lake, District-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by PARTHA SANA, , , Son of Late R. N. SANA, ACPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore. South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

200

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/11/2017 4:42PM with Govt. Ref. No: 192017180104743341 on 07-11-2017, Amount Rs: 53/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201711070713374 on 07-11-2017, Head of Account 0030-03-104-091-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,920/-

Description of Stamp

Stamp: Type: Impressed, Serial no 22221, Amount: Rs. 100/-, Date of Purchase; 08/11/2017, Vendor name; Bidyut Kr. Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/11/2017 4:42PM with Govt. Ref. No. 192017180104743341 on 07-11-2017, Amount Rs: 4,920/-, Bank Indian Overseas Bank (IOBA0000015), Ref. No. 201711070713374 on 07-11-2017, Head of Account 0030-02-103-003-02

Budling

Rina Chaudhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS
South 24-Parganas, West Bengal

松



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2017, Page from 298244 to 298320 being No 160209961 for the year 2017.



Digitally signed by RINA CHAUDHURY Date: 2017.11.13 16:09:45 +05:30 Reason: Digital Signing of Deed.

Brandling.

(Rina Chaudhury) 13/11/2017 16:09:28
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)