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 Registration the Signature Sheet / Sheets the
 Endorsement Sheet / Sheets Attached with
 this Document are the part of this Document.

[Handwritten Signature]
 Additional District Sub-Registrar
 Baresat, North 24 Parganas

29 JAN 2016



DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this 29th Day of January 2016

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Sl. No. Sold To.

Rs. Addrs.

P. K. DAS

(Govt) LICENSED STAMP VENDOR

11A, Mirza Ghalib Street, Kol-87

L. No-285, HS.

Date. Sign.

Sitangsu Dasgupta
Advocate
High Court, Calcutta

JAN 2016

INFORMATION FOR THE DOCUMENTS TO BE REGISTERED
AND FOR THE DEEDS TO BE REGISTERED
THE APPLICANT SHOULD FURNISH THE FOLLOWING INFORMATION
IN THE FORM OF A STATEMENT TO BE FILED WITH THE DOCUMENTS



Sitangsu Dasgupta
Advocate
A/342/305/2013
High Court, Calcutta

[Handwritten signature]

Additional District Sub-Registrar
Barasat, North 24 Parganas

s/o late Pramode Ranjan Dasgupta

19 JAN 2016

BETWEEN

MR SEKHAR KAR (PAN- AEWPK5944H), MR SISIR KAR (PAN- AFGPK3684K), MR SAMAR KAR (FORM-60), MR SAMIR KAR (PAN- CLCPK9529B), all sons of LATE SANKAR KAR, by faith Hindu, by occupation Business, by Nationality Indian, residing at Udayrajpur, Hemanta Basu Sarani, P.S. & P.O. Madhyamgram, District 24 Parganas (North), Kolkata 700129, hereinafter referred to and called as the **OWNERS** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs/heireesses, executors, administrators, legal representatives, nominees and assigns) of the **ONE PART**.

AND

M/S. SUDHA ENCLAVE (PAN- ACYFS7818J), a Partnership firm, engaged in the carrying out of construction of buildings for commercial as well as residential purposes represented by its Partners namely:-

1. MR GOPINATH GANGULY (PAN- ADZPG2922M), son of Late Gopal Chandra Ganguly, by faith Hindu, by occupation business, by Nationality Indian, residing at premises No. 10F, Seven Tanks Lane, P.S. Sinthi, P.O. Ghugudanga, and Kolkata - 700030.

2. MR ASHOKE ROY (PAN- AIDPR8899M), son of Mr Joydeb Chandra Roy, by faith Hindu, by occupation Business, by Nationality Indian, residing at premises No. 33/1A, Bose Para Lane, P.O. Bagbazar, P.S. Shyampukur, Kolkata -700003, having its principal place of business at, **10F, Seven Tanks Lane, P.S. Sinthi, P.O. Ghugudanga, Kolkata - 700030,**

and called as the **DEVELOPERS**, (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns in Office) of the **OTHER PART**.

WHEREAS in the District of 24 Parganas (North), under P.S. & P.O. Madhyamgram and A.D.S.R. Barasat, in Mouja - Udayrajpur, 20 Decimal of land in Dag No. 838, Khatian No. 544, on an annual rental of Rs. 5 and 8 Annas and in the said Mouja 78 Decimal of land in Dag No. 836, Khatian No. 344, totaling up to 98 Decimal of land including other lands which was the joint property of the former vendor Rahim Baksh Mondal, whose brother Karim Baksh Mondal and mother Abejan Bibi. After the death of Abejan Bibi while both the said brothers were enjoying and possessing the said property in equal share, Karim Baksh Mondal died leaving behind his wife Saburjan Bibi as his only successor. Upon his death as per the provisions of the Mohammedan Faraiz and Shariah Law his brother Rahim Baksh, his wife, and the said Saburjan Bibi received more or less equal share and thereafter on 27th June 1947, the aforesaid Rahim Baksh Mondal and the widow Saburjan Bibi out of the said 98 Decimal of land received as per the Mohammedan Faraiz law, purchased 12 Decimal of Land and other inclusive properties from the said Saburjan Bibi and hence became the sole owner in possession of the 98 Decimal of land to the extent of 16 annas and thereafter the erstwhile vendors namely Phanibhushan Dey, his brothers Amiyabhushan and Binaybhushan Dey jointly and together purchased 20 Decimal of Land in Dag No. 838 Khatian No. 344, totaling to 98 Decimal including the other

properties thereof on 8th September 1952 and thus the said 3 brothers became the owners and possessors in equal shares.

AND WHEREAS the aforesaid purchasers i.e. the three brothers due to the convenience of enjoying and possessing the shares separately and of gifting and selling of such shares, they registered a mutual Deed of Partition on 27th April 1963 and amongst the said the said three brothers the aforesaid Phanibhushan received the land shown in Plots B, E, G and M, of the plan to the said Partition Deed. The previous vendor (i.e. Mr. Tarak Nath Sen, from whom the present owners purchased the plot of land), purchased from Phanibhushan Dey 4 Kathas 14 Chataks 31 Sq.ft. of land on 6th October 1964, by virtue of a Sale Deed recorded and registered in Book No. 1, Volume No. 96, from pages 26 to 33, as being No. 8023 at Barasat Sub Registrar's Office in the name of the previous vendor Tarak Nath Sen, who purchased the said land out of his own money and was in its khas possession thereof till it was sold to the owners.

AND WHEREAS the owners purchased the said 4 Kathas, 14 Chataks, 31 Sq.ft. of land as described in the schedule below with all its easement rights and all the other rights that are acquired by a purchaser for a consideration money of Rs.7500/- in cash.

AND WHEREAS subsequently by the execution of a Deed of Sale as executed in the office of Sub Registrar Barasat and recorded in Book No 1, Volume No -71, Pages 101 to 105, Being No 5622 for the year 1972, the erstwhile vendor, i.e. the said Tarak Nath Sen divested all his rights of occupation and possession right down to all his heirs and successors upon

the owners. By virtue of the said Sale Deed the owners became the sole and absolute owners of the said land and possessed the same in Khas.

AND WHEREAS in the manner aforesaid the Owners became the absolute **OWNERS** of the said Property and on sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispendence, attachment, trust, whatsoever and howsoever the Owners have duly mutated their names before the Concerned Department of the Madhyamgram Municipality and are paying taxes regularly.

AND WHEREAS the Owners have expressed their intention to develop the said entire land through the Developer by erection and construction of permissible Building having independent self contained "Ownership Flats and Commercial Spaces" thereat.

AND WHEREAS the Owners intend to develop the said entire land in accordance with the Proper Sanction Plan and further represented to the Developer this the said property is free from all encumbrances, charges, mortgage, lien, lispendens or any defect in title and there exists neither agreement or arrangement or contract with anyone else relating to or arising out of the said entire property or any part thereof or there exists any impediment of whatsoever nature and the developer has also by making independent enquiries and searches satisfied itself as to the title of the Owners.

and covenanted between the Parties hereto are recorded hereinafter for mutual and respective compliance, observance and due performance.

1. BEFORE EXECUTION OF THIS AGREEMENT THE OWNER HAS REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS:

- (i) That the said property is free from all encumbrances, charges, liens, lispendens, attachments whatsoever or howsoever;
- (ii) That excepting the present Owners nobody has any right, title, interest, claim, demand, whatsoever, or howsoever, into or upon the said property;
- (iii) That there is no notice or acquisition or requisition received or pending in respect of the said plot of land located in Municipal holding/premises No. 173, Hemanta Bose Sarani, P.O. Madhyamgram, P.S. Madhyamgram, Kolkata-700129.
- (iv) The Owners have also given to understand that the said property does not fall under the Urban Land (Ceiling & Regulation) Act 1976;
- (v) The Owners have declared to the Developer that the Owners have a marketable title in respect of the said premises including the said building situated thereon without any claim, right, title,

interest of any person thereon or therein and the Owners have has absolute right to enter into this agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands whatsoever with regard to the title and Ownership of the Owners;

- (vi) That the Owners have not entered into any agreement with any other person or person/company or companies in connection with the development/sale/transfer of their right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that they are free to enter into this Agreement for Development with the present Developer.

2. **NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

- 1. **DEFINITION** - Unless there is anything repugnant to the subject or context:
 - (i) **PREMISES** - Shall mean Municipal holding/premises No. 173, Hemanta Bose Sarani, Madhyamgram, P.S. & P.O Madhyamgram, Kolkata-700129, more fully described in the First Schedule hereunder, and building now standing thereon or be constructed in

terms of this agreement, written delineated in the plan or map annexed hereto and border in red thereon.

- (ii) **OWNERS** - Shall mean **MR SEKHAR KAR, MR SISIR KAR, MR SAMAR KAR and MR SAMIR KAR** all sons of Late **SHANKAR KAR**, by faith Hindu, by occupation business, by Nationality Indian, residing at Udayrajpur, Hemanta Basu Sarani, P.S. & P.O. Madhyamgram, District 24 Parganas (North), Kolkata 700129, by occupation Business and their legal heirs, legal representatives, executors, administrators and/or assigns.
- (iii) **DEVELOPER** - Shall mean **M/s. SUDHA ENCLAVE**, A Partnership Firm having its principal place of business at 10F, Seven Tanks Lane, P.S. Sinthi, P.O. Ghugudanga, Kolkata – 700030, and it's Partners, their successor/successors in interest, legal representatives, executors, administrators and/or assigns.
- (iv) **BUILDING PLAN** - Shall mean the plan or plans of the proposed building to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the Owner to Madhyamgram Municipality for obtaining sanction at the cost and efforts of the Developer for construction of multi-storied residential-cum-commercial building to be constructed on the Municipal Premises No. 173, Hemanta Bose Sarani, P.S. & P.O. Madhyamgram, Kolkata-700129, and the same to be sanctioned by the Madhyamgram Municipality and shall include any revised

and/or amendment thereto and/or modification therein or caused to be made by the Developer with the consent of the owner from time to time.

- (v) **MULTISTORIED RESIDENTIAL – CUM – COMMERCIAL BUILDING** - Shall mean the G+3 (three) storey building to be constructed on the said Holding/Premises No. 173, Hemanta Bose Sarani, Madhyamgram, Kolkata-700129, Police Station & P.O. Madhyamgram, by the Developer in accordance with the plan to be sanctioned by Madhyamgram Municipality.
- (vi) **LAND** – Shall mean all those lands and ground consisting an area of 4 Cottahs 14 Chittacks 31 Square Feet be the same a little more or less whereon on part whereof the said proposal building to be constructed, situated at holding/premises No. 173, Hemanta Bose Sarani, Madhyamgram, Kolkata-700129, Police Station & P.O. Madhyamgram.
- (vii) **COMMON AREA** - Shall mean staircase, pathways, lift, right over the service area, corridor, drains, sanitary, water pipes, electric and telephone wiring, statutory fire fighting facilities, corridors, passage ways, drive ways, entrance, motor room, water pump room, water reservoir, overhead water tanks, generator room and facility whatsoever appurtenant to the said proposal residential-cum-commercial building.

- (viii) **SALEABLE SPACE-** Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space requiring thereof.
- (ix) **OWNERS' ALLOCATION -** Shall mean 47% of the total constructed area as per the sanctioned plan, area inclusive of the open and covered car parking spaces on the ground floor of the proposed building together with right to use ultimate roof which shall be common to both the owner/developer/flat owners, in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis, owners' allocation shall also Ground Floor : As an according to the agreed ratio between the owner and the developer as mentioned above as per sanction plan. Owner allocation after agreement 47% Front & Back portion Flat of First Floor as per plan. Third Floor: Two flats for the Owners' one flat on the front side and one on the back side and proportionate Car Parking space in the ground floor area and aforesaid proposed building to be constructed at 173 Hemanta Bose Sarani, Kolkata 700129, in terms of the sanctioned plan, as fully and particularly set-out in the SECOND SCHEDULE hereunder written.
- x) **DEVELOPER'S ALLOCATION -** Shall mean 53% of the total sanctioned area inclusive of the open and covered car parking space on the ground floor and ultimate roof of the proposed

building at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis. Ground Floor: 53% portion of area front & back developer's allocation as per sanction plan. First Floor: One flat on the rear side for the Developer's. Second Floor: Entire Developer's. Third Floor: One flat on the front for the Developer's as per plan sanction set-out in the SECOND SCHEDULE hereunder written.

- (xi) **ARCHITECT** - Shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.
- (xii) **ASSOCIATION** - Shall mean a society or Syndicate or Association to be promoted and formed by the Developer for maintain the said residential-cum-commercial building.
- (xiii) **PARKING SPACE** - shall mean the open or covered space in the premises for parking of a medium sized motorcar.
- (xiv) **TRANSFER** - With its grammatical variations shall include the transfer by possession by any other means adopted for affecting what is understood as a transfer of space in the multi-storied building to purchasers thereof although the same may not amount to be transferred in law.

(xv) **TRANSFeree**- shall mean a person, firm, limited company, association or persons to whom any space in the building has been transferred.

2. The Developer has represented that he is prima facie satisfied with regard to the title of the property. However, the Developer already caused all necessary searches at its own costs with regard to the marketability of the title of the property and is satisfied with the title of the Owners. However, the Owners hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof, save and except the Owners and/or their legal heirs and/or authorized

Person or persons no body shall be entitled to deal with or dispose off their

Shares of space in the proposed building after the plan is sanctioned.

3. That the Owners do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Municipality, for sanction and shall construct, erect and complete the Multistoried Residential-cum-Commercial Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by

the said Municipality and specifications as provided in the second schedule written hereunder.

4. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owners and the Developer and in regard to Owners' allocation it has been agreed to grant the exclusive right of development of the residential-cum-commercial building in the said premises including Owners 47% share in the said premises to the Developer and that they will be entitled to deal with Developer's allocation in the proposed building.

5. DEVELOPERS' OBLIGATION - It shall be the responsibility and obligation of the Developers to comply with the terms and conditions as follows:

(a) To obtain the sanctioned plan of the proposed building from the Madhyamgram Municipality and/or such other Statutory Authority or Authorities for the holding/premises No. 173, Hemanta Bose Sarani, Madhyamgram, Kolkata-700129, P.S. & P.O. Madhyamgram and all such costs in regard to the said affairs will be carried by the Developer.

(b) Immediately after obtaining sanction plan, before delivery of possession of the said property it has been agreed between the parties that the Owner and the Developers shall duly demarcate their aforesaid respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the

photo copy of the sanctioned plan and to be counter signed by the parties hereto.

(c) To commence the construction of the proposed building from the date of obtaining the sanction plan of the proposed building from the Municipality (subject to obtaining vacant possession thereof) and to complete the construction of the proposed building within 24(twenty-four) months from the date of execution of this agreement or upon obtaining the sanction plan from the competent authority or within 24(twenty-four) months from the date of obtaining vacant possession of the said property whichever is later and further extension of time for 3 months will be availed by the Developer, if required.

(d) That the Owners shall sign and execute necessary Deed of Conveyance or Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at the cost of the developer at any time after delivery of possession of the Owners' allocation or on the expiry of the 30 days from the date of servicing of notice of delivery of possession of Owners' allocation. It is reiterated that the owners shall not sign any conveyance until they get owners' allocated area.

(e) That on completion of the building the Developer shall furnish not only the completion certificate issued by Municipality but also the certificate of the structural engineers of the Architect about the structural

stability of the aforesaid building and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of 1 year from the date of completion of the building and handing over the Owners allocation thereof.

6. That the Developer shall construct and complete the said Multistoried Residential-cum-Commercial Building as per sanctioned plan and specifications as per SECOND SCHEDULE as already agreed upon and shall undertake full responsibility and the Owners shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owners fully indemnified at all times against any loss or damage which may be caused to the Owner or anyone else due to any accident during construction or for unauthorized construction (if any) in deviation of the sanctioned plan and/or due to any other cause whatsoever.

7. That in consideration to the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligation to be fulfilled by the Developer, the Developer shall get the Developer's allocation in this said premises immediately after delivery of the possession of Owners' allocation fully completed with proper completion certificate obtained from the Madhyamgram Municipality and

the Developer shall keep the Owners fully indemnified for all times to come for all purposes and consequence whatsoever.

8. **THE DEVELOPER FURTHER AGREES**

- (a) To incur all costs, charges and expenses for obtaining the sanctioned plan of the building to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Madhyamgram Municipality.
- (b) To get the said Plan prepared and after due approval of the same by the Owners to submit the same to the Madhyamgram Municipality and/or other Authorities after completion of necessary searches and on Owners' making out a marketable title in respect of the said property.
- (c) To commence demolition of the existing building and structures at the said premises at their own cost.
- (d) To bear the entire cost of construction of the said new building as also the entire project of whatsoever nature. Such cost shall include the cost of all service amenities, fittings, fixtures all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the architect and engineers for the purpose of obtaining all permissions, approvals, supervisions, etc.

The owner's shall not be required to contribute any amount in that behalf.

- (e) To frame rules and regulations regarding the use of the respective allocations of the space of the Owners and Developer or their nominee or nominees or to form the Management Association and/or residential-cum-commercial Owners' Association and/or Society for the ultimate Owner or Owners of the proposed building or buildings only with the written approval of the Owners and other residential-cum-commercial buyers.

- (f) The Developer agrees to make construction of the proposed building
in accordance with the sanctioned plan as per the specification given in the Second Schedule hereunder written.

- (f) That the Developer shall agree to pay a sum of Rs. 10,00,000/- (Rupees Ten Lacs) only to the Owners as adjustable advance against F.A.R. towards the total Consideration amount for the development of the said property and the said total Consideration amount shall be payable by the Developer to the Owners in the following manner:

- (i) That the Developer shall pay a sum of Rs. 3,00,000 /-only to the Owners at the time of execution of this Agreement.

- (ii) That the Developer has agreed to pay the balance of the total amount in the following manner
- a) Rs 2, 00,000 after the sanction of the plan.
 - b) Rs 2, 50,000 at the time of handing over of the vacant possession.
 - c) Rs 2, 50,000 on the completion of the foundation of the proposed building.
- (iii) The above mentioned amount of Rs. 10, 00,000/- (Rupees Ten Lacs) only will be refunded by the owner at the time of handing over of the owners' allocation; or at the time of the issuance of the notice of handing over such an allocation. It should however be noted here that in case of failure of the refund of the aforesaid amount then such an amount should be adjusted from the owners' in accordance with the market value of the property at the time of the commencement of construction.
- (iv) AND WHEREAS, the Developer would hand over the part of the Constructed Multistoried Residential-cum-Commercial Building i.e. to the owner's allocation within 24(twenty-four) months from the date of receiving the Khas possession or sanction building plan from the Municipality whichever being later subject to Developer would not receive any natural /un-natural calamity from the surrounding.

- (h) That the entirety of the Owners' allocation shall be handed over by the Developer at a time and not in piecemeal manner.

9. **THE DEVELOPER SHALL BE ENTITLED:**

(a) To construct and complete the said Multistoried Residential-cum-Commercial Building in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the Authorities Concerned and as per the specifications mentioned in the Second Schedule within the specified time stated hereinabove.

(b) To enjoy, negotiate and enter into agreement for sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as it may think fit and proper from all such person or persons of this choice, without any interference from the Owners subject to hand over the Owners' allocation.

(c) The Developer will be entitled to enter into an agreement for sale and/or transfer the respective share of their own allocation in the proposed building and for entering into such agreement with the prospective buyers. It is, however, agreed between the parties hereof that the Owner shall join as party to the Agreement for sale with the prospective buyers of the Developer's allocation as no consideration is received by the Owners with regard to the sale of Developer's allocation and for which the Owners agreed to grant a Power of Attorney to the Developer. It is further made clear that the Owners shall only be held

liable for transferring the undivided proportionate share of land attributable to Developer's allocation and no transfer or sale will be made till the Owners' allocation is handed over after full completion within the schedule time stated herein.

(d) The Developer shall also be entitled to have the existing building demolished either by themselves or through any contractor to be appointed by the Developer and so far as the salvage in respect of the aforesaid property, the Developer shall take the entire salvage value of the property.

(e) The developer shall make necessary arrangements at their own cost for alternative accommodations to the owners till handing over the allocated portion to the Owners as per terms of Development Agreement.

(f) There are outstanding municipal taxes in respect of the aforesaid property and accordingly it has been agreed between the parties hereof that the Owners shall pay and/or liquidate all arrears municipal tax in respect of the aforesaid property up to the date of delivery of vacant possession of the aforesaid premises to the Developer. The Developer, however, shall be liable to pay all municipal taxes, rates and other outgoings in respect of the aforesaid property on and from the date of taken possession from the owners till delivery of possession of fully completed Owner's allocation in the proposed Building is made. After constructions of the proposed building and handing over possession of

Owners allocation both Owners and Developer shall bear and pay proportionate Municipal Taxes, charges and all outgoings for their respective allocation till mutation and separate assessment is not done.

(g) After obtaining the sanctioned plan of the proposed building, the Developer shall duly demarcate the Owners allocation in the copy of the sanctioned plan to be counter signed by the parties hereto.

(h) After receiving the vacant Khas possession of the said piece of land the Developer shall be responsible for finding the owners a suitable place of residence till such time of the completion of the proposed residential-cum-commercial building.

10. **THE OWNERS AGREE:**

(a) To sign and execute all necessary Plans, Papers, Undertakings Affidavits, Documents, Declarations, Deeds which may be required for obtaining any modification of the sanction plan of the proposed building and constructed of the proposed buildings in terms of this Agreement.

(b) To co-operate with the Developer for construction and completion of the Multistoried Residential-cum-Commercial Building at the said holding/premises No. 173, Hemanta Bose Sarani, Madhyamgram, Kolkata-700129, Police Station Madhyamgram.

(c) It is also made clear that the said property is in possession of the Owners.

(d) That the Owners shall execute necessary Deeds of Conveyances in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building and all consideration arising there from shall be on Developer's account and be appropriated by the Developer towards the cost of construction of the Owners' allocation thereof.

(e) To sign and execute all agreements for sale in respect of the Developer's allocation and present the same before Registration Authority for registration.

11. **THE OWNERS HAVE FURTHER AGREED AS FOLLOWS:**

(a) Not to sell, transfer, alienate or encumber his right over the said premises except his Allocation as Owner's share in the proposed Multistoried Residential-cum-Commercial Building subject to such fulfilling the terms of this agreement by such transfers.

(b) Not to cause any obstruction or interference in the bonafide construction erection and completion of the Multistoried Residential-cum-Commercial Building on the said Premises.

(c) To execute a Registered Power of Attorney appointing the Developer as his Constituted Attorney authorizing to do all deeds and things necessary for completion of the project.

(e) The name of the apartment shall be "SHIBANI" ENCLAVE

12. In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 3 months and others as indicated above, but for such occurrence if any should be brought to the notice of the Owners by writings.

Simultaneously, if the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labour trouble or any other incident other than Act of God, the Developer shall be solely responsible to take care of such incident himself and ensure speedy completion of the work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above.

13. That the said property is now free from all encumbrances as is declared by the Owners and during the construction work if any sort of

legal complication as to the right, title and interest of the Owners shall appear over any encumbrances is found, the Owners shall be held responsible to answer and remove all such legal complications/defects regarding their right, title and interest in the property at their own cost and expenses. The Developer shall not be made liable and or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the Owners for sorting out any problem or defects, if any.

14. That the Owners hereby agree and covenant with the Developer to not to violate or contravene any of the clause on this presents and the Owners do and keep the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and /or contraventions.

15. That the Owners do hereby declare that no suits/cases either Civil or Criminal and /or any other proceedings are pending in any Court of law in respect of the schedule referred property and if so, the Owners shall be held liable to compound, compromise, withdraw, settle with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

16. The owners do hereby agree and covenant with the developer to not to cause any interference or hindrance in the construction of the

multistoried building at the said entire property by the developer if it is made in terms of these presents.

17. The owners shall execute a registered power of attorney in favour of the Developer to enable the Developer to undertake construction erection and completion of the said Project and such power of attorney shall remain in full force till the completion or sale of the said residential-cum-commercial building. The Owner shall also execute a registered power of attorney in favour of the Developer relating to sell Developer's Allocation of the property however shall not be financially responsible and/or able for any act done under the same. The said power of attorneys shall remain effective till completion of the project.

18. As and when called upon by the Developer, the Owners shall sign and execute the Plans, Drawing, Elevations, Sections, Forms, Applications, and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, license, or otherwise relating to or arising out of construction, erection, and completion of the said residential-cum-commercial building at the said Premises or as may be required from time to time by the Developer, without any delay, refusal, claim or demand.

19. The Owners shall also provide the Developer and/or its authorized Nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the building as

well as for representing it before all concerned Authorities including execution of all relevant papers, documents, instruments, deeds, writing in accordance with law.

20. Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer, all taxes, levies, impositions and outgoing relating to and arising out of each of the land shall be paid and borne by the Owners shown as outstanding as on the said date either determined and demanded for the said period and keep the Developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost, expense, prejudice, or damages, if any incurred or suffered by the said Developer therefore.

21. The owners shall not do any act deed or things whereby the developer may be prevented from construction and completion of the said multistoried residential-cum-commercial building provided the developer acts in terms of this agreement.

22. **MISCELLANEOUS:**

(i) All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.

(ii) That after execution of this Agreement by the Owners with the Developer, the Owners shall not create any encumbrance and/or lien in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.

(iii) The Developer will at its own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the intending purchasers.

(iv) In case however the Developer fails to complete the construction of casting of the entire roof over the third floor of the proposed building at the said premises within the extended period, it will be opened to the owners to determine this agreement and forfeit all moneys so far paid to the owners by the developer and the owners shall be at liberty to forthwith take back possession of the premises along with all the building materials lying thereat and appropriate the proceeds thereof. The developer shall have no claim against the owners and/or the said premises in any manner whatsoever. The Owners shall thereafter be at liberty to complete the building with any other developer and/or contractor and deal with the same in the manner as the owners may deem fit and proper. The Developer and/or any of his prospective buyers shall not be entitled to

claim any equity and or any compensation in respect of the Developer's portion upon such eventuality

23. In the event of any dispute or differences arising between the parties in regard to this agreement or any matter connected therewith, appropriate courts at Barasat, District North 24 Parganas or the Hon'ble High Court at Calcutta shall have the jurisdiction to adjudicate such disputes or differences.

FIRST SHEDULE AS REFERRED TO ABOVE:

ALL THAT the piece and parcel of revenue free land measuring about 4 Kathas, 14 Chataks, 31 Square Feet be little more or less together with R.T. Shed on it measuring about 100 Square Feet comprised of and contained in holding no. 6, Ward No.12, R.S. Dag No. 836 (L.R. Dag No. 2238), J.L No. 43, L.R. Khatian No. 3013 to 3016 at Mouza Udayrajpur under the Madhyamgram Municipality, being Municipal holding No. 173, Hemanta Basu Sarani, Kolkata-700129, P.S & P.O. Madhyamgram and the premises is butted and bounded as under:

ON THE NORTH : By premises of Manik Bishnu;
 ON THE SOUTH : By 18 Ft Municipal Road.
 ON THE EAST : By premises of Nishikanta Saha.
 ON THE WEST : By 10Ft by Road.

**SECOND SCHEDULE AS REFERRED TO ABOVE GENERAL
SPECIFICATION**

The proposed residential cum commercial building:-

The proposed building should be a "G+3 STOREY", structure and its area shall be divided amongst the owners and the Developer in the following manner:-

- i) Ground Floor : As an according to the agreed ratio between the owners and the developer as mentioned above as per sanction plan. Owners' allocation after agreement 47% front & back portion as per plan and rest 53% portion of area front & back developer allocation.
- ii) First Floor : Two flats for the Owners, being two flats on the front side and one flat on the rear side for the Developer's.
- iii) Second Floor : Entire Developer's.
- iv) Third Floor : Two flats for the Owners, one flat on the front side and one on the rear, and one flat on the front side for the Developer's.

The construction to be made and equipments, fittings and fixtures to be installed and provided in the Building shall be of First Class quality and according to the plans and advice of Architect and shall include the following:

1. **FOUNDATION:**

The Foundations shall be of Reinforced Cement Concrete as per computerized design of Licensed Architect/ Structural Engineers after extensive Soil Tests and shall have approval of Madhyamgram Municipality.

2. **SUPER STRUCTURE:**

The Super Structures of the Building shall have Reinforced Cement Concrete Framed Structure with Reinforced Cement Concrete Roof, Columns, Beams and Slabs strictly accordingly to the design given by and between the two flats and balance partition walls shall be 75mm (3 inches") thick in cement- sand mortar, and the outside walls shall be 8" inches thick as per Architect's specification and plan sanctioned by Madhyamgram Municipality. Suitable openings for the installation of A.C. machines in the walls of each bedroom should also be provided.

3. **WALLS:**

The external walls of the building shall be made of 200 mm (8inches") thick brick of first class quality in Cement-Sand mortar : Internal Partition Walls shall be 75/125 mm (3/5 inches") thick for toilets and partition between the two offices and balance partition walls shall be 75 mm (3 inches") thick in Cement – Sand mortar as per Architect's specification. Suitable openings for installation of A.C. Machine in the walls of one bedroom shall be provided.

4. **WALL FINISHES:**

All internal surfaces, including common areas shall be plastered with cement-sand mortar as per Architect's specification and finished with snow-white smooth plaster of Paris.

All external walls shall be painted with Cement based paint (water proof) of standard make such as Snowcem, Seamcem, etc. as per colour scheme jointly agreed with the Owners and it should be very attractive with decorative finish to the front face of the building.

5. **FLOORS:**

- (i) Marble / Vitrified with Birla White Cement in rooms etc. in the flats.
- (ii) Marble / Vitrified in Bathrooms.
- (iii) Marble / Vitrified in all common areas.
- (iv) Net Cement with proper treatment.

6. **BATHROOM:**

Good quality fittings in the Bathrooms including counter basins and ceramic sanitary wares (English type).

- (i) WALLS will be decorated with glazed tiles minimum 6 feet height.
- (ii) Concealed plumbing system using standard make. CPVC / UPVC pipelines. Outside water lines exposed PVC pipe, PVC soil lines, PVC rainwater lines, white porcelain commode with PVC cistern (make Parry ware or Hind ware), one wash basin, toilet fittings, cock/shower etc. (make ESSCO/ESSESS).

7. **DOORS & WINDOWS:**

All with seasoned woods of good quality and texture (e.g. Sal/Gamary/Teak etc.) with accessories. No metallic frames and plywood shutters are acceptable. Anodized aluminum sliding windows with grill and glass fittings.

8. **ELECTRICALS:**

Electrical wiring will be done with ISI approved PVC insulated, copper wires concealed in the walls. ELCB/MCP to be provided at the in corner of each flat for safety. Sufficient numbers power point to be provided in each room for light, fan and A.C. Similarly at Bathroom, power points to be provided for light fan & geyser. Telephone points, T.V. points in all rooms. One light point, one exhaust fan point, two 15 ampere power points in the kitchen.

9. **WATER SUPPLY:**

Adequate water supply is required for the residents of the apartment for that adequate capacity as per sanctioned plan ground RCC tank to be built which will be supplied by the Municipality water source and pumped up to overhead RCC water tank by Electric Pump-motors. A bore well is required to be dug for additional water supply subject to approval from Municipality.

10. **COMPOUND:**

- (i) Compound will be paved wherever required and will have all around.
- (ii) 2 Nos. M.S. Grill gates to be provided.

11. **LIFT:**

One automatic BIG BOSS ELEVATORS / equivalent Reputable company lift to be provided in the building having a maximum passenger capacity of 4 persons.

12. **KITCHEN :**

Cotta Blackstone platform to be provided in kitchen with shelves and gloss tiles up to four feet height from the kitchen platform.

13. **STAIRCASE:**

Lighting arrangement and marble (white and green) with railing finish and walls with Paris.

14. **PARAPET WALLS:**

3' height parapet walls 4"-6" inches height boundary wall, common passage, neat finish and septic tank shall also be provided with.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals on the day month and year first written above.

SIGNED SEALED AND DELIVERED

BY THE OWNERS.

Sevhar Kar

(MR SEKHAR KAR)

Sisir Kar

(SHRI SISIR KAR)

Samar Kar

(SHRI SAMAR KAR)

Samir Kar

(SHRI SAMIR KAR)

**SIGNED SEALED AND DELIVERED BY
THE DEVELOPERS.**

Witness:

1. Malay Chakravorty
Jyanchra Baghiat
Kolkata-59.
2. Sitangsu Dasgupta
Advocate

Gopinath Ganguly **SUDHA ENCLAVE**
(*Ganguly*) **Partner**
(GOPINATH GANGULY)

Ashoke Roy **SUDHA ENCLAVE**
(ASHOKE ROY)
FOR M/S. **SUDHA ENCLAVE**
DEVELOPERS

Drafted by:

Sitangsu Dasgupta

Sitangsu Dasgupta.

Advocate. F/342/305/2013.

High Court. Calcutta.

Gopinath Ganguly **SUDHA ENCLAVE**
(*Ganguly*) **Partner**
Ashoke Roy

RECEIVED the sum of Rs 3, 00000/- (Rupees Three Lakh) only from within named Developer as refundable advance amount as per terms of Development Agreement as detailed below.

Sisir Kar

- ① Cheque NO. 000001. Bank of Baroda Rs. 75,000/-
Branch Talapark.
- ② Cheque NO. 000002. Bank of Baroda Rs. 75,000/-
Branch. Talapark.
- ③ Cheque NO. 000003. Bank of Baroda Rs. 75,000/-
Branch Talapark.
- ④ Buy CASH (Seventy five thousand only) 75,000/-

Sankar Kar

Rs = 3,00,000/-

Witness :

1. Malay Chakravarty
Jyanga. Baguiah
Kollata - 700059
2. Sitangsu Dasgupta
Advocate

1. Sankar Kar



2. Sisir Kar

3. Samrat Kar

4. Samrat Kar

SIGNATURE OF OWNERS.

PAGE NO. -
SPECIMEN FORM FOR TEN FINGERPRINTS

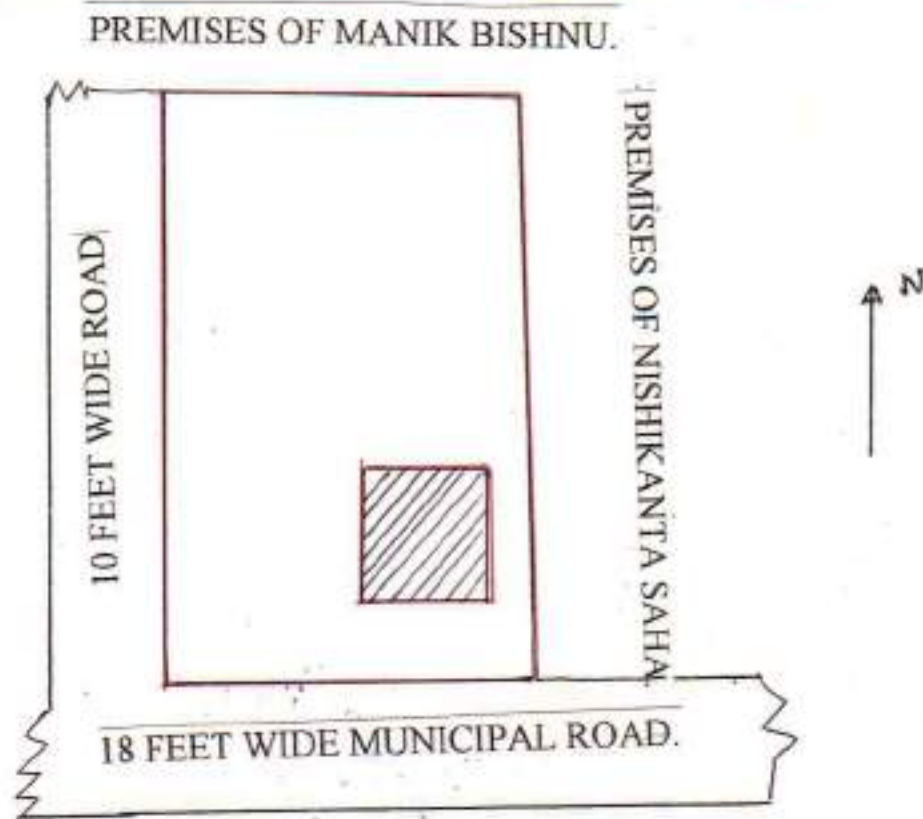
SL. No.	Signature of the Executant/ Presentant						
 <p>Sankar Das</p>	Little		Ring	Middle	Fore	Thumb	
	(Left Hand)						
							
	Thumb		Fore	Middle	Ring	Little	
	(Right Hand)						
							
 <p>Sisir Das</p>	Little		Ring	Middle	Fore	Thumb	
	(Left Hand)						
							
	Thumb		Fore	Middle	Ring	Little	
	(Right Hand)						
							
 <p>Samir Das</p>	Little		Ring	Middle	Fore	Thumb	
	(Left Hand)						
							
	Thumb		Fore	Middle	Ring	Little	
	(Right Hand)						
							

PAGE NO. -
SPECIMEN FORM FOR TEN FINGERPRINTS

SL. No.	Signature of the Executant/ Presenters	Little	Ring	Middle	Fore	Thumb
 Smita Khat	(Left Hand)					
						
	(Right Hand)					
						
	(Left Hand)					
						
 Gopinath Gauraha	(Right Hand)					
						
	(Left Hand)					
						
	(Right Hand)					
						
 Ashoke Roy	(Left Hand)					
						
	(Right Hand)					
						
	(Left Hand)					
						

SITE PLAN OF PREMISES NO 173, HEMANTA BASU SARANI, UNDER P.S. & P.O. MADHYAMGRAM. MOUZA- UDAYRAJPUR. L.R. DAG NO -2238. L.R. KHATIAN NO- 3013 TO 3016. WARD NO -12. UNDER MADHYAMGRAM MUNICIPALITY. KOLATA-700129. LAND AREA- 4 KATHA 14 CHATAK 31 SQR FEET. ■

R.T.SHED AREA- 100 SQUARE FEET. ■



SUDHA ENCLAVE

[Signature]
Partner

[Signature]

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPERS

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Shri Ashoke Roy 33/1 A Bose Para Lane, P.O:- Bagbazar, P.S.- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003	 29/01/2016 12:16:05 PM	 LTI 29/01/2016 12:16:11 PM
		 29/01/2016 12:16:23 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Mr Sekhar Kar Son of Late Sankar Kar Udayrajpur, Hemanta Basu Sarani, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEWPK5944H., Status : Individual. Date of Execution : 29/01/2016; Date of Admission : 29/01/2016; Place of Admission of Execution : Office	 29/01/2016 12:13:27 PM	 LTI 29/01/2016 12:13:37 PM
		 29/01/2016 12:13:58 PM	



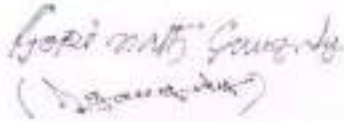


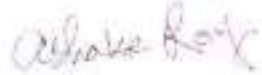


Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Mr Sisir Kar Son of Late Sankar Kar Udayrajpur, Hemanta Basu Sarani, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFGPK3684K,; Status : Individual; Date of Execution : 29/01/2016; Date of Admission : 29/01/2016; Place of Admission of Execution : Office</p>	 29/01/2016 12:14:17 PM	 LTI 29/01/2016 12:15:31 PM
		<p align="center"><i>Sisir Kar</i></p> <p align="center">29/01/2016 12:15:53 PM</p>	
3	<p>Mr Samir Kar Son of Late Sankar Kar Udayrajpur, Hemanta Basu Road, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. CLCPK9529B,; Status : Individual; Date of Execution : 29/01/2016; Date of Admission : 29/01/2016; Place of Admission of Execution : Office</p>	 29/01/2016 12:12:48 PM	 LTI 29/01/2016 12:12:57 PM
		<p align="center"><i>Samir Kar</i></p> <p align="center">29/01/2016 12:13:16 PM</p>	
4	<p>Mr Samar Kar Son of Late Sankar Kar Udayrajpur, Hemanta Basu Road, P.O:- Madhyamgram, P.S:- Madhyamgram, Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 29/01/2016; Date of Admission : 29/01/2016 Place of Admission of Execution : Office</p>	 29/01/2016 12:12:11 PM	 LTI 29/01/2016 12:12:21 PM
		<p align="center"><i>Samar Kar</i></p> <p align="center">29/01/2016 12:12:36 PM</p>	

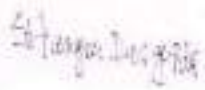


Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	M/s Sudha Enclave 10 F Seven Tanks Lane, P.O:- Ghughudanga, P.S:- Dum Dum, Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700030 PAN No. ACYFS7818J,, Status : Organization; Represented by representative as given below:-		
1(1)	Shri Gopinath Ganguly 10 F Seven Tanks Lane, P.O:- Ghughudanga, P.S:- Sinthi, Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700030 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADZPG2922M,, Status : Representative; Date of Execution : 29/01/2016, Date of Admission : 29/01/2016; Place of Admission of Execution : Office	 29/01/2016 12:16:33 PM	 LTI 29/01/2016 12:16:40 PM
		 29/01/2016 12:17:26 PM	
(2)	Shri Ashoke Roy 33/1 A Bose Para Lane, P.O:- Bagbazar, P.S:- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AIDPR8899M,, Status : Representative; Date of Execution : 29/01/2016, Date of Admission : 29/01/2016; Place of Admission of Execution : Office	 29/01/2016 12:16:05 PM	 LTI 29/01/2016 12:16:11 PM
		 29/01/2016 12:16:23 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Sitangsu Dasgupta Son of Late Pramode Ranjan Dasgupta 60 Rafi Ahmed Kidauri Road, P.O:- Bangur, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Sekhar Kar, Mr Sisir Kar, Mr Samir Kar, Mr Samar Kar, Shri Gopinath Ganguly, Shri Ashoke Roy	 29/01/2016 12:17:54 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Hemanta Basu Road, Mouza: Udayrajpur	LR Plot No:- 2238(Corresponding RS Plot No:- 836) , LR Khatian No:- 3013	1 Katha 5 Chatak 31 Sq Ft	2,50,000/-	12,20,001/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 18 Ft., Adjacent to Metal Road.
L2	District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Hemanta Basu Road, Mouza: Udayrajpur	LR Plot No:- 2238(Corresponding RS Plot No:- 836) , LR Khatian No:- 3014	1 Katha 3 Chatak	2,50,000/-	10,68,751/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 18 Ft., Adjacent to Metal Road.
L3	District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Hemanta Basu Road, Mouza: Udayrajpur	LR Plot No:- 2238(Corresponding RS Plot No:- 836) , LR Khatian No:- 3015	1 Katha 3 Chatak	2,50,000/-	10,68,751/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 18 Ft., Adjacent to Metal Road.

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L4	District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Hemanta Basu Road, Mouza: Udayrajpur	LR Plot No:- 2238(Corresponding RS Plot No:- 836) , LR Khatian No:- 3016	1 Katha 3 Chatak	2,49,999/-	10,68,751/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 18 Ft., Adjacent to Metal Road,

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor. Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1, L2, L3, L4	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Samar Kar	M/s Sudha Enclave	0.559167	25
	Mr Samir Kar	M/s Sudha Enclave	0.559167	25
	Mr Sekhar Kar	M/s Sudha Enclave	0.559167	25
	Mr Sisir Kar	M/s Sudha Enclave	0.559167	25
L2	Mr Samar Kar	M/s Sudha Enclave	0.489844	25
	Mr Samir Kar	M/s Sudha Enclave	0.489844	25
	Mr Sekhar Kar	M/s Sudha Enclave	0.489844	25
	Mr Sisir Kar	M/s Sudha Enclave	0.489844	25
L3	Mr Samar Kar	M/s Sudha Enclave	0.489844	25
	Mr Samir Kar	M/s Sudha Enclave	0.489844	25
	Mr Sekhar Kar	M/s Sudha Enclave	0.489844	25
	Mr Sisir Kar	M/s Sudha Enclave	0.489844	25

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L4	Mr Samar Kar	M/s Sudha Enclave	0.489844	25
	Mr Samir Kar	M/s Sudha Enclave	0.489844	25
	Mr Sekhar Kar	M/s Sudha Enclave	0.489844	25
	Mr Sisir Kar	M/s Sudha Enclave	0.489844	25

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Samar Kar	M/s Sudha Enclave	25 Sq Ft	25
	Mr Samir Kar	M/s Sudha Enclave	25 Sq Ft	25
	Mr Sekhar Kar	M/s Sudha Enclave	25 Sq Ft	25
	Mr Sisir Kar	M/s Sudha Enclave	25 Sq Ft	25

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Sitangsu Dasgupta
Address	Bangur, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the A.D.S.R. BARASAT, District: North 24-Parganas

Endorsement For Deed Number : I - 150300613 / 2016

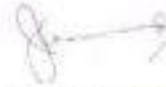
Query No/Year	15031000026540/2016	Serial no/Year	1503000653 / 2016
Deed No/Year	I - 150300613 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri Ashoke Roy	Presented At	Office
Date of Execution	29-01-2016	Date of Presentation	29-01-2016

Remarks

On 21/01/2016

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 44,56,254/-



(Joyjit Chanda)

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

On 29/01/2016

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 11:25 hrs on : 29/01/2016, at the Office of the A.D.S.R. BARASAT by Shri Ashoke Roy ..

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

Execution is admitted on 29/01/2016 by

Mr Sekhar Kar, Son of Late Sankar Kar, Udayrajpur, Hemanta Basu Sarani, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, By caste Hindu. By Profession Business

Indetified by Sitangsu Dasgupta, Son of Late Pramode Ranjan Dasgupta, 60 Rafi Ahmed Kidauri Road, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Advocate

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

Execution is admitted on 29/01/2016 by

Mr Sisir Kar, Son of Late Sankar Kar, Udayrajpur, Hemanta Basu Sarani, P.O: Madhyamgram, Thana:

cas Hindu, By Profession Business

Identified by Sitangsu Dasgupta, Son of Late Pramode Ranjan Dasgupta, 60 Rafi Ahmed Kidauri Road, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Advocate

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

Execution is admitted on 29/01/2016 by

Mr Samir Kar, Son of Late Sankar Kar, Udayrajpur, Hemanta Basu Road, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, By caste Hindu, By Profession Business

Identified by Sitangsu Dasgupta, Son of Late Pramode Ranjan Dasgupta, 60 Rafi Ahmed Kidauri Road, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Advocate

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

Execution is admitted on 29/01/2016 by

Mr Samar Kar, Son of Late Sankar Kar, Udayrajpur, Hemanta Basu Road, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, By caste Hindu, By Profession Business

Identified by Sitangsu Dasgupta, Son of Late Pramode Ranjan Dasgupta, 60 Rafi Ahmed Kidauri Road, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Advocate

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

Execution is admitted on 29/01/2016 by

Shri Gopinath Ganguly partner, M/s Sudha Enclave, 10 F Seven Tanks Lane, P.O:- Ghughudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030

Identified by Sitangsu Dasgupta, Son of Late Pramode Ranjan Dasgupta, 60 Rafi Ahmed Kidauri Road, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Advocate

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

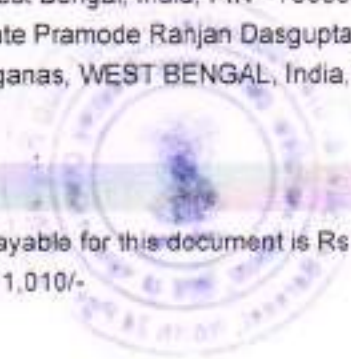
Execution is admitted on 29/01/2016 by

Shri Ashoke Roy partner, M/s Sudha Enclave, 10 F Seven Tanks Lane, P.O:- Ghughudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030

Identified by Sitangsu Dasgupta, Son of Late Pramode Ranjan Dasgupta, 60 Rafi Ahmed Kidauri Road, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,010/- (B = Rs 10,989/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 11,010/-



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 7,060/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 169238, Purchased on 04/01/2016, Vendor named P K Das.

Description of Draft

1. Rs 7,060/- is paid, by the Draft(other) No: 677706000405, Date: 27/01/2016, Bank: STATE BANK OF INDIA (SBI), PAIKPARA.



(Joyjit Chanda)

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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1503-2016, Page from 15342 to 15399

Serial No 150300613 for the year 2016.



Digitally signed by JOYJIT CHANDA
Date: 2016.01.29 15:25:15 +05:30
Reason: Digital Signing of Deed.

(Joyjit Chanda) 1/29/2016 3:25:15 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARASAT
West Bengal.



(This document is digitally signed.)