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F 514248

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

(Signature)
 Addl. District Sub-Registrar
 Bishanagar, Salt Lake City

29 AUG 2012

DEVELOPMENT AGREEMENT

1. Date : 28th August 2012
2. Place : Kolkata
3. Parties:
- 3.1 **BISWANATH ROY CHOUDHURY**
[PAN NO. AGRPR6515Q] son of
 Late Kalipada Roychoudhury, by faith

VISHWANATH
 4132/14

2012
19-08 801

PINAKI CHATTOPADHYAY
Advocate
Judge's Court, Barisal

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6 AUG 2012
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A. R.

V.P.T.3
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By (Signature)

V.P.T.3
13112



Biswath Roy Choudhury



V.P.T.3
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- Manohar Roy Choudhury



V.P.T.3
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Biswath Roy Choudhury



28 AUG 2012

P.T.O



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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- Hindu, by occupation -
Business, by nationality -
Indian, residing at
Reckjoani, P.O & P.S.
Rajarhat, Kolkata - 700
135, District North 24
Parganas, West Bengal.

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PRNAKI CHATTERJEE
Advocate
Judge's Court, Buxar

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Pradip K. Roy Choudhury



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Malay Roy Choudhury



28 AUG 2012

P.T.O

MUKTINATH ROY CHOWDHURY [PAN NO. AIMPR8168F], son of Late Kalipada Roychowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Reckjoani, P.O & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

DILIP KUMAR ROY CHOWDHURY [PAN NO. ADKPR2773C], son of Late Kalipada Roychowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Reckjoani, P.O & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

PRADIP KUMAR ROY CHOWDHURY [PAN NO. AQMPR6796G], son of Late Kalipada Roychowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Reckjoani, P.O & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

MAJAY ROY CHOWDHURY [PAN NO. BEQPR7189C], son of Late Kalipada Roychowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Reckjoani, P.O & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

KISHOR ROY CHOWDHURI [PAN NO. BFUPR3890D], son of Late Kalipada Roychowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Reckjoani, P.O & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

SHIKHA BARMAN ROY [PAN NO. BJSPB9433Q], wife of Late Ajoy Barman Roy & daughter of Late Kalipada Roychowdhury, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Reckjoani, P.O & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

All hereinafter jointly and collectively called and referred to as the "**LANDOWNERS**" (which terms and expression shall unless excluded by or repugnant to the context or meaning thereof, shall be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

AND

3.1 **SOU MITA PROJECTS PVT. LTD. [PAN NO. AAKCS8265Q]**, a Private Limited company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at B-30F, City Centre, DC Block, Salt Lake City, P.S. Bidhannagar,



V.C.T.3
13117

Kiran Roy Chowdhury



V.C.T.3
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Sikha Barman Roy

Identified by me:
Vivek Murarka
Advocate
High Court at Calcutta



28-11-2023

Kolkata - 700 064, District North 24 Parganas, West Bengal, represented by its Director, **AMITABH ROY**, son of Sunil Kumar Roy working for gain at B-301, City Centre, DC Block, Salt Lake City, P.S. Bidhannagar, Kolkata - 700 064, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its director in office, office bearers, executors, administrators, representative, and assigns) of the **OTHER PART**

Landowners and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement**

4.1 **Development of Said Property:**

Basic understanding between the Owners and the Developer stands with regard to the development (in the manner specified in this Agreement) of the Bastu land admeasuring 96 decimals equivalent to 2 Bighas 18 Cottahs and 2 Chittaks more or less comprised of the E.S. Dag No. 1268, L.R. Dag No. 1268 in Mouza- Reekjoani, J.L.No. 13, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, District: 24 Parganas (North), P.S. Rajarhat as stated in the Record of Rights issued by Block Land & Land Reforms Officer, Rajarhat under L.R. Khatian Nos. 5636, 5637, 5638, 5639, 5640, 5641 & 5642 previously recorded recorded in the name of late Kalipada Roychoudhury under R.S.Dag No. 1268 and thereafter under L.R.Khatian No. 5174 corresponding to L.R.Dag No. 1268 **together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owners, all more fully and collectively described in the Schedule below (being the Said Property), jointly by demolishing the existing structures and develop the said Land, by constructing new residential/commercial buildings thereon (Project) with the object of selling the units/ apartments/shops/offices/car parks comprised therein the said Project.**

4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the Project shall be as per mutual consent of both the Parties to be decided upon after sanction Plan for the Project is granted by the statutory sanction authority.

5. **Representations, Warranties and Background**

5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:

5.1.1 **Ownership of Owners:** The Said Property was recorded in the name of late Kalipada Roychoudhury under R.S.Khatian (Part) No. 3449 corresponding to R.S.Dag No. 1268 and thereafter under L.R.Khatian No. 5174 corresponding to L.R.Dag No. 1268 with the office of Block Land & Land Reforms Officer, Rajarhat. By virtue of Hindu Law of Succession, the Owners became the joint owners of the said Property after the demise of their father, late Kalipada Roychoudhury on 31st May, 1990 and their mother, late Pratima Roychoudhury on 30th May, 2008 and thereafter their names got recorded in respect of the Said Property being Bastu land admeasuring 96 decimals equivalent to 2 Bighas 18 Cottahs and 2 Chittaks more or less comprised of the R.S. Dag No. 1268, L.R. Dag No. 1268 in Mouza- Reekjoani, J.L.No. 13, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, District- 24 Parganas (North), P.S. Rajarhat as stated in the Record of Rights issued by Block Land & Land Reforms Officer, Rajarhat under L.R. Khatian Nos. 5636, 5637, 5638, 5639, 5640, 5641 & 5642 previously recorded recorded in the name of late Kalipada Roychoudhury under R.S.Dag No. 1268 and thereafter under L.R.Khatian No. 3174 corresponding to L.R.Dag No. 1268

5.1.2 **Free Title:** The Owners further covenant that the Said Property as on the date hereof does not stand/exist under lien/pledge/mortgage/charge or custody of any third party in respect of any financial obligation to be disposed at the end of the Owners and/or any person authorised by the Owners in any manner whatsoever.

5.1.3 **Owners have Marketable Title:** The right, title and interest of the Owners in the said property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and dispendences.

5.1.4 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances henceforth.

5.1.5 **No Requisition or Acquisition:** The said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise. All proceedings for requisition or acquisition of any authority in respect of the Said Property instituted in the past have been duly dealt with and stand nullified and mitigated as on this date.

- 5.1.6 **Owners have Authority:** The owners have full right, power and authority to enter into this Agreement.
- 5.1.7 **Contiguity of Land:** The Owners expressly and specifically covenant that the Said Property existing in the title, ownership and possession of the said Owners are contiguous and connected in nature to each and every piece and parcel of the Said Property as delineated in the Map annexed hereto.
- 5.1.8 **Land purchased on the basis of Parchas:** The Owners covenant that the Portions/Plots being a part of the said Property, the erstwhile owners whereof stand to have drawn their respective titles on the basis of Parchas/Records of Right in their own names and/or their ancestors have been recorded in the names of the Owners after proper verification of the said Parchas/Records of Right.
- 5.1.9 **No Prejudicial Act :** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement. In case of any such act found to exist in course of the Development of the Said Project the Owners shall be liable to keep the said Property under lien of the Developer until the same is developed by the other sources advised by the Owners.
- 5.2 **Developer's Representations:** The Developer have represented and warranted to the Owners as follows :
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of constructing the Project on the Said Property.
- 5.2.3 **Developer has Authority:** The Developer have full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing new residential cum commercial building/s i.e. **Project**.

5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Owners herein, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. **Basic Understanding**

6.1 **Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of new residential cum commercial buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the concerned Panchayat/Municipality and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential cum commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. **Appointment and Commencement**

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. **Sanction and Construction**

8.1 **Sanction of Building Plans :** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project, (2) the Developer

shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the owners shall have no liability or responsibility.
- 8.3 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, demolish the existing building on the Said Property and construct, erect and complete the Project.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 23.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 36 (**thirty six**) months from the date of sanction of the Building Plans or from the date of handing over khas, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer whichever is later (**Completion Time**).
- 8.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and fit outs and facilities allocable to the Owners and required for the construction of the Project but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.7 **Modification :** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owners, within the permissible limits of the Planning Authorities.
- 8.8 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual

interest of the Parties, The Owners shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession and Alternative Accommodation

9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over khas, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

10. Power and Procedure

10.1 We, Hiswanath Roy Choudhury, Muktinath Roy Choudhury, Dilip Kumar Roy Chowdhury, Pradip Kumar Roy Chowdhury, Malay Roy Chowdhury, Kishor Roy Chowdhuri & Shikha Barnian Roy, Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney irrevocable upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting Amitabh Roy, son of Sunil Kumar Roy, Director of Soumita Projects Pvt. Ltd., Developer herein, as our constituted attorney, to do, act and represent ourselves in our names and on our behalf, as follows :

- (a) To appear and represent before the authorities of Rajarhat Bishnupur I No. Gram Panchayet, W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Agreement for Development, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.

- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Rajarhat Bishnupur I No. Gram Panchayet or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Agreement for Development. To take finance/ loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flats/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Agreement for Development regarding negotiation, agreement / contract for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.

- (k) To sign, declare and / or affirm any *Plaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal* or any other documents or papers in any proceedings relating to our said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Agreement for Development.

10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. **Owners' Consideration**

11.1 **Owners' Allocation:** The Owners are and shall be entitled to 32 % area of the built up area of the Project. The Owners have been paid a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakh) only as adjustable advance by the Developer.

Later on after preparation of the floor plan for G+4 storied building and after adjusting the adjustable amount taken by the owners, the Owners' Allocation have been denoted in the floor plan and Owners will get the flats as follows :

BISWANATH ROY CHOUDHURY :

Block	Floor	Flat No.	Area (Built Up) in Sq. ft.
B	2nd	6	921.60
B	2nd	7	936.40
D	1st	1	761.60
C	1st	1	1072.60
			<u>3692.20</u>

MUKTINATH ROY CHOUDHURY :

Block	Floor	Flat No.	Area (Built Up) in Sq. Ft.
A	3rd	1	1077.50
B	2nd	8	936.40
E	2nd	5	1158.50
C	3rd	3	791.70
			<u>3964.10</u>

DILIP KUMAR ROY CHOWDHURY :

Block	Floor	Flat No.	Area (Built Up) in Sq. Ft.
B	1st	8	936.40
E	1st	5	1158.50
A	1st	2	625
B	2nd	5	921.60
			<u>3641.50</u>

PRADIP KUMAR ROY CHOWDHURY :

Block	Floor	Flat No.	Area (Built Up) in Sq. Ft.
A	2nd	3	625
A	2nd	4	1077.50
D	2nd	4	769.60
C	2nd	3	791.70
A	3rd	2	625
			<u>3888.80</u>

MAJAY ROY CHOWDHURY :

Block	Floor	Flat No.	Area (Built Up) in Sq. Ft.
B	1st	7	936.40
B	3rd	8	936.40
E	1st	3	1114.70
D	1st	3	769.60
			<u>3757.10</u>

KISHOR ROY CHOWDHURI :

<u>Block</u>	<u>Floor</u>	<u>Flat No.</u>	<u>Area (Built Up) in Sq. ft.</u>
C	2nd	2	1072.60
B	1st	2	936.40
B	4th	2	936.40
C	3rd	2	1072.60
D	2nd	2	<u>761.60</u>
			<u>4779.60</u>

SHIKHA BARMAN ROY :

<u>Block</u>	<u>Floor</u>	<u>Flat No.</u>	<u>Area (Built Up) in Sq. ft.</u>
A	1st	1	1077.50
B	3rd	7	936.40
D	3rd	1	761.60
E	2nd	4	<u>1186.10</u>
			<u>3961.60</u>

All the owners will jointly get 32% of the garage and shop area in the Ground Floor of the building.

It is settled that the Developer will give rent amounting to Rs. 4,000/- (Rupees Four Thousand) only per month to Biswanath Roy Choudhury & family, Pradip Kumar Roy Chowdhury & family, Malay Roy Chowdhury & family and Kishor Roy Chowdhuri & family from the date of vacating from the existing building in the Said Property, and handing over khas, vacant, peaceful and physical possession thereof to the Developer, until the date of repossession. The said existing building on the Said Property shall be demolished by the Developer.

It is also settled that except the Landowner's Allocation as described above, the Landowners will not get any area for the construction of the multi storied building/s, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.

The Landowners will also give permission to amalgamate their plot with other neighbour plots.

12. **Developer's Consideration**

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 80% area of the built up area of the Project.

13. **Dealing with Respective Allocations**

13.1 **Demarcation of Respective Allocations:** The parties have mutually agreed that on sanction of the Building Plans, the parties shall formally demarcate their respective allocation based on the Building Plans and the details of such demarcation has been recorded in the present agreement.

13.2 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' Allocation with power to sell, transfer and convey the same.

13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners and / or the Developer as constituted attorney of the owners shall execute deeds of conveyances of the undivided share in the land contained in the said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 & 10.2 above.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.

14. **Panchayet/Municipal Taxes and outgoings**

14.1 **Relating to Period Prior to Date of Sanction of Building Plans :** All Panchayet/ Municipal rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.

14.2 **Relating to Period After Sanction of Building Plans :** As from the date of agreement, the Developer shall be liable for the Rates in respect of the said Property and from the Possession Date, the developer shall become liable and responsible for the Rates in the ratio of their sharing in the Project.

15. **Common Restrictions**

15.1 **Applicable to Both :** The Owners' Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.

16. **Obligations of Developer**

16.1 **Compliance with Laws :** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/ Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.

16.2 **Planning, Designing and Development :** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.

16.3 **Commencement of Project :** The development of the said Property shall commence as per the Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

16.4 **Tax Liabilities :** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.

- 16.5 **Permission for Construction** : It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer. The Owners shall grant all necessary power and authority to the Developer for obtaining sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell.
- 16.6 **No Violation of Law** : The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
17. **Obligations of Owners**
- 17.1 **Co-operation with Developer** : The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Property.
- 17.2 **Act in Good Faith** : The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 **Documentation and Information** : The Owners undertake to provide the Developer with any and all documentation and information relating to the said Property as may be required by the Developer from time to time.
- 17.4 **No Obstruction in Dealing with Developer's Functions** : The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.5 **Land Ceiling Clearances** : To approach all concerned authorities, if required, under the urban land (Ceiling and regulation) Act, 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any authority made under the provisions of the said Act.

17.6 **No Obstruction in Construction** : The Owners covenant not to cause any interference or hindrance in the construction of the Project.

17.7 **No Dealing with Said Property** : The Owners covenant not to let out, grant lease, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged by this Agreement.

18. **Indemnity**

18.1 **By the Developer** : The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

18.2 **By the Owners** : The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the said Property or any of the Representations of the Owners being incorrect.

19. **Handover of title documents and possession for commencing construction :**

19.1 The Owners doth hereby deliver to the Developer the copies of the related Record of Rights.

19.2 The Owners doth hereby also deliver to the Developer the said Property demarcated by (a) boundary for the purpose of commencement of the Project.

20. **Limitation of Liability**

20.1 **No Indirect Loss** : Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

21. **Miscellaneous**

21.1 **Parties Acting under Legal Advice** : Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

- 21.2 **Essence of Contract** : In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.3 **Documentation** : The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 21.4 **Valid Receipt** : The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 21.5 **No Partnership** : The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall be parties constitute an association of persons.
- 21.6 **No Implied Waiver** : Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.7 **Additional Authority** : It is understood that from time to time to facilitate the uninterrupted construction of the Project 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 authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.
- 21.8 **Further Acts** : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21.9 **Taxation** : The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the

Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

21.10 **Name of Project** : The name of the Project shall be decided by the Developer.

21.11 **No Demise or Assignment** : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.

22. **Defaults**

22.1 **No Cancellation** : The Owner can not terminate this Agreement or rescind this contract until and unless the developer will break any of the clause of the present agreement.

23. **Force Majeure**

23.1 **Circumstances of Force Majeure** : The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

23.2 **No Default** : The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

24. **Entire Agreement**

24.1 **Supersession** : This Agreement constitutes the entire agreement between the Parties and revokes and supercodes all previous discussions/ correspondence and agreements between the Parties, oral or implied or written.

25. **Counterparts**

25.1 **All Originals** : This Agreement is being executed at the office of the Registration Authority and the Original hereof shall remain with the Developer while the Owners shall be given a Certified Copy of the same and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties.

26. **Severance**

26.1 **Partial Invalidity** : If any provision of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. **Amendment/ Modification**

27.1 **Express Documentation** : No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

28. **Notice**

28.1 **Mode of Service** : Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/ speed post, irrespective of refusal to accept service by the parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners at the following addresses:

Owner:

Reckjoni, P.O. and P.S. Rajarhat, Kolkata - 700 135, District 24 Pgs (N).

Developer:

B-301, City Centre, DC Block, Salt Lake City, Kolkata - 700 064

29. **Arbitration**

29.1 **Disputes** : Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

30. **Jurisdiction**

30.1 **Courts** : In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

31. **Rules of Interpretation**

31.1 **Presumptions Rebutted** : It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

31.2 **Statutes** : Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

31.3 **Party** : In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

31.4 **Definitions** : In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

31.5 **Schedules and Plans** : Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete

understanding between the Parties. Any reference to a Schedule or plan is a reference to a schedule or plan to this Agreement.

11.6 **Documents** : A reference to a document includes an amendment or supplement or replacement or novation of that document.

11.7 **Including** : In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall construed as illustrative and shall not limit the sense of the words preceding those terms.

11.8 **Headings**: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

11.9 **Covered Area** : Here covered area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

Built Up Area : Here built up area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas.

Super Built Up Area : Here super built up area means the total covered area plus 20% of the built up area as proportionate share of service area.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land)

ALL THAT piece and parcel of Bastu land admeasuring 96 decimals equivalent to 2 Bighas 18 Cottaks and 2 Chittaks more or less comprised of the R.S. Dag No. 1268, L.R. Dag No. 1268 in Mouza- Reckjani, J.L.No. 13, within the limits of Rajarhat Bishnupur I No. Gram Panchayat, District: 24 Parganas (North), P.S. Rajarhat as stated in the Record of Rights issued by Block Land & Land Reforms Officer, Rajarhat under L.R. Khatian Nos. 5636, 5637, 5638, 5639, 5640, 5641 & 5642 previously recorded in the name of late Kalipada Roychoudhury under R.S.Dag No. 1268 and thereafter under L.R.Khatian No. 5174 corresponding to L.R.Dag No. 1268 distinctly distinguished and specified hereunder by boundaries **Together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property. The land is butted & bounded as follows :-

ON THE NORTH	:	L.R. Dag Nos. 1246, 1248 & 1268 (P).
ON THE SOUTH	:	L.R. Dag No. 1270.
ON THE EAST	:	12 ft. Wide Panchayet Road.
ON THE WEST	:	L.R. Dag No. 1248.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners herein in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building/s over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows :-

The Owners are and shall be entitled to 32% area of the built up area of the Project. The Owners have been paid a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakh) only as adjustable advance by the Developer

Later on after preparation of the floor plan for G+4 storied building and after adjusting the adjustable amount taken by the owners, the Owners' Allocation have been denoted in the floor plan and Owners will get the flats as follows :

1. **BISWANATH ROY CHOUDHURY :**

<u>Block</u>	<u>Floor</u>	<u>Flat No.</u>	<u>Area (Built Up) in Sq. ft.</u>
B	2nd	6	921.60
B	2nd	7	936.40
D	1st	1	761.60
C	1st	1	<u>1072.60</u>
			<u>3692.20</u>

2. **MUKTINATH ROY CHOUDHURY :**

<u>Block</u>	<u>Floor</u>	<u>Flat No.</u>	<u>Area (Built Up) in Sq. ft.</u>
A	3rd	1	1077.50
B	2nd	8	936.40
E	2nd	5	1158.50
C	3rd	3	<u>791.70</u>
			<u>3964.10</u>

3. **DILIP KUMAR ROY CHOWDHURY :**

<u>Block</u>	<u>Floor</u>	<u>Flat No.</u>	<u>Area (Built Up) in Sq. ft.</u>
B	1st	8	936.40
E	1st	5	1158.50
A	1st	2	625
B	2nd	5	<u>921.60</u>
			<u>3641.50</u>

4. **PRADIP KUMAR ROYCHOWDHURY :**

Block	Floor	Flat No.	Area (Built Up) in Sq. ft.
A	2nd	3	625
A	2nd	4	1077.50
D	2nd	4	769.60
C	2nd	3	791.70
A	3rd	2	625
			<u>2888.80</u>

5. **MALAY ROY CHOWDHURY :**

Block	Floor	Flat No.	Area (Built Up) in Sq. ft.
B	1st	7	936.40
B	3rd	8	936.40
E	1st	3	1114.70
D	1st	3	762.60
			<u>3757.10</u>

6. **KISHOR ROY CHOWDHURI :**

Block	Floor	Flat No.	Area (Built Up) in Sq. ft.
C	2nd	2	1072.60
B	1st	2	936.40
B	4th	2	936.40
C	3rd	2	1072.60
D	2nd	2	761.60
			<u>4779.60</u>

7. **SHIKHA BARMAN ROY :**

Block	Floor	Flat No.	Area (Built Up) in Sq. ft.
A	1st	1	1077.50
B	3rd	7	936.40
D	3rd	1	761.60
E	2nd	4	1186.10
			<u>3961.60</u>

All the owners will jointly get 32% of the garage and shop area in the Ground Floor of the building.

It is settled that the Developer will give rent amounting to Rs. 4,000/- (Rupees Four Thousand) only per month to Biswanath Roy Choudhury & family, Pradip Kumar Roy Chowdhury & family, Malay Roy Chowdhury & family and Kishor Roy Chowdhuri & family from the date of vacating from the existing building in the Said Property, and handing over khas, vacant, peaceful and physical possession thereof to the Developer, until the date of repossession. The said existing building on the Said Property shall be demolished by the Developer.

It is also settled that except the Landowner's Allocation as described above, the Landowners will not get any area for the construction of the multi storied building/s, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.

The Landowners will also give permission to amalgamate their plot with other neighbour plots.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of building (excluding Landowners' Allocation as described above) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the Landowners' Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specification]

1. Foundation : R.C.C. Framed structure.
2. Substructure & Superstructure : Reinforced concrete manufactured from Portland Cement and steel reinforcement bar.
3. Flooring : All rooms areas and bathroom ceramic tiles.
4. Kitchen : Kitchen Top with Black Kudappa and stainless steel sink with 2 inch dado made of ceramic tiles over the kitchen top.
5. Toilet Walls : 6 inch dado made of ceramic tiles.

6. Windows : Aluminium Slidings.
7. Door & Door Frames : Wooden Frame and Commercial Block Board Flush Doors.
8. Sanitary Fittings : One wash basin, One Shower in each toilet, European style toilets.
9. Electrical :
 - a) Concealed wiring and electrical branded fittings.
 - b) Bed Rooms : 2 light points, one 5 amp plug point, one fan point in each bed room and one TV point in Master bedroom.
 - c) Living/Dining Room : 2 light points, two fan points and one 15 amp plug point.
 - d) Kitchen : 2 light points, one exhaust fan point and one 15 amp plug point and 5 amp plug point.
 - e) Toilet : One light point.
 - f) Verandah : one light point.
 - g) One light point in main entrance.
 - h) Calling bell point : for the flat at main door of the flat will be provided.
10. Staircase & Common Lobby : Finished with Kota stones.
11. Side Passage : Will have I.P.S. flooring.
12. Water Supply : Common Tubewell through overhead tank.
13. Electrical : Separate meters for the entire flat will be provided upon payment of security deposit to WBSEDCL.
14. Wall Finished : Internal wall : Plaster of Paris.
15. External Wall : Water based emulsion.
16. Roof : Waterproof.
17. Lift : 4 persons.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of:

1. Vivek Muraske
s/o Mr. M K Muraske
8/2, U.S. Day Road,
Kolkata - 700017

2. Babla Gaha
s/o. Bholu Nath Gaha
B-301, City Centre-1
Kolkata

Biswanath Roy Choudhury
Biswanath Roy Choudhury

Muktinath Roy Choudhury
Muktinath Roy Choudhury

Dilip Kumar Roy Choudhury
Dilip Kumar Roy Choudhury

Pradip Kumar Roy Choudhury
Pradip Kumar Roy Choudhury

Malay Roy Choudhury
Malay Roy Choudhury

Kishor Roy Choudhury
Kishor Roy Choudhury

Drafted By :

For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangeeta Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph. : 2570 8471.

Composed By :

Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 059.

Shikha Barman Roy
Shikha Barman Roy

Landowners

A.R.

Amitabh Roy

Director of

Soumitra Projects Pvt. Ltd.

Developer

**SITE PLAN OF R.S. AND L.R. DAG NO-1268 (P) AT MOUZA-RECKJUANI
J.L. NO. -13, P.S.-RAJARHAT, DIST-N-24 PARGANAS**

SCALE= 1:1

N



*Biswanath Ray Choudhury
Mandi Nath Ray Choudhury
Dilip Kumar Ray Choudhury
Molay Ray Choudhury
Pradyumn Ray Choudhury
Uttam Ray Choudhury
Sikha Banerjee*

ARJ

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - L.H. BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



LH.



RH.



ATTESTED

(AMITABH GOSWAMI)



LH.



RH.



ATTESTED :-

Sri Ananta Roy Choudhury



LH.



RH.



ATTESTED :-

Balip Kumar Roychoudhury



LH.



RH.



ATTESTED :-

Munshi Nath Roy Choudhury

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - L.H. BOX-SMALL THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS



Pradip Koley Choudhury

LH.

RH.



ATTESTED :-

Pradip Koley Choudhury



Malay Roy Chaudhary

LH.

RH.



ATTESTED :-

Malay Roy Chaudhary



Kishor Roy Chaudhary

LH.

RH.



ATTESTED :-

Kishor Roy Chaudhary



Sitka Barman Roy

LH.

RH.



ATTESTED

Sitka Barman Roy



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

Endorsement For Deed Number : I - 11152 of 2012
(Serial No. 12143 of 2012)

On 29/08/2012

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f) of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 29/08/2012

(Under Article : E = 21/- on 29/08/2012)

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. -2,10,84,375/-

Certified that the required stamp duty of this document is Rs.- 40020 /- and the Stamp duty paid as Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 39020/- is paid, by the draft number 909884, Draft Date 28/08/2012, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 29/08/2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR




29 AUG 2012

Adl. District Sub-Registrar
Bidhanagar, (Salt Lake City)
(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 14654 to 14689
being No 11152 for the year 2012.




(Debasish Dhar) 29-August-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR
West Bengal