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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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*Handwritten notes:*  
 27/7/18  
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Certified that the document is admitted to registration. The signature sheet and endorsement sheets attached to this document are the part of this document.

*Signature:*  
 Mr. N.K. Subramanian, Budge Budge  
 Super, South 24 Pgs.

27 JUL 2018

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 27<sup>th</sup> day of July, Two Thousand Eighteen (2018) BETWEEN (1) SRI SUBIR KUMAR MAL (PAN\_AJFPM2823K), son of Sri Sudhir Kumar Mal, by faith Hindu, by occupation Business, by Nationality Indian, residing at 185/1, Dharmatala Road, Post Office and Police Station Budge Budge, District South 24 Parganas, Kolkata 700 137 and (2) SMT. RANITA HALDER

*Subir Kumar Mal*  
*Ranita Halder*

SUNRISE ERECTORS PVT. LTD.  
*M. Sultan*  
 Managing Director

26 JUL 2018

23253

No. **Rs. 1000/-** Date.....

Name: **M/S Sunrise Erectors Pvt. Ltd.**

Address: **111, Poddapukur East Lane.**

Vendor: **Subhankar Das**  
Allpur Collectorate, 24 Pgs. (S)

**p.s. Wattgunge**

**KM-23.**

**SUBHANKAR DAS**  
**STAMP VENDOR**  
Allpur Police Court, Kpl-27

23253 = 1000/- = 1000/-



I identified by me  
Bhudeb Kumar Das  
S/o Late Bibhuti Bhushan Das  
38 Yashwantrao Road  
P.O. - Budget Budge  
Dist - South 24 Pgs (S)  
Kpl-1357.

Additional District Sub-Registrar  
Budget Budge, South 24 Parganas

27 JUL 2018

(PAN AKVPH5891B), wife of Sri Monojit Halder, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 73B, Halderpara Road, Post Office Budge Budge, Police Station Maheshtala, Kolkata 700 137, hereinafter jointly called and referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART**.

**A N D**

**M/S. SUNRISE ERECTORS PRIVATE LIMITED** (PAN AARCS0088A), a Private Limited Company incorporated under Indian Companies Act, 1956, and 2013 having its Office at 11/1, Paddapukur East Lane, Post Office Khiddirepore, Police Station Watgunge, Kolkata 700 023, represented by its Managing Director **MOHAMMED SULTAN** (PAN AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, by Nationality Indian, residing at 37/4A, Watgunge Street, Post Office Khiddirepore, Police Station Watgunge, Kolkata 700 023, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** by a Deed of Gift bearing date 11.07.2014 (1) Sri Sudhir Kumar Mal son of Late Rabindra Nath Mal, (2) Smt. Sikha Mal, wife of Sri Sudhir Kumar Mal, both of 185/1, Dharmatolla Road, Police Station Budge Budge, District South 24 Parganas, Kolkata 700137, made an absolute gift in favour of their son Sri Subir Kumar Mal **ALL THAT** piece and parcel of land measuring **8 Cottahs 13 Chittacks 5 Square Feet**, a little more or less (land measuring 8 Cottahs plus the land of drain and

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common passage measuring 13 Chittacks 5 Square Feet) together with the structure measuring 300 Square Feet made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached thereto lying and situated in part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian No. 2880/1 and 2560/1, Touzi No. 353, J. L. No. 8, Holding Nos. 2A/3 and 2A/4, at Shahid Khudiram Bose Road, Kolkata 700 137, in Mouza Garbhukta Nandanpur, Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 of the Budge Budge Municipality, Kolkata 700 137 and the said Deed of Gift has been registered in Book No.1, C. D. Volume No. 10, Pages from 11269 to 11289, Being Deed No. 07545, for the year 2014 of D. S. R. - II, Alipore, District South 24 Parganas.

AND WHEREAS by another Deed of Conveyance bearing date 11.07.2014, said Subir Kumar Mal purchased a demarcated plot of land from Smt. Nabanita Sengupta, wife of Sri Biplab Sengupta of 4/3/V, Shahid Khudiram Bose Road, Kolkata 700 137, ALL THAT land measuring in total 3 Cottahs 0 Chittack 0 Square Foot and 6 Chittacks drain and common passage, in total 3 Cottahs 6 Chittacks 0 Square Foot more or less, together with the structure measuring 150 Square Feet, made of brick wall tile shed lying and situated in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian No. 1118/2, Holding No. 2A/24, Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, within Ward No. 12 of Budge Budge Municipality and the said Deed of Conveyance has been registered in Book No.1, C. D. Volume No. 10, Pages from 11249 to 11268, Being Deed No. 07544, for the year 2014 of D. S. R. - II, Alipore, District South 24 Parganas

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AND WHEREAS thus said Subir Kumar Mal become the absolute owner in respect of ALL THAT land measuring in total 12 Cottahs 3 Chittacks 5 Square Feet, more or less together with the structure measuring 450 Square Feet, made of brick wall tile shed together with all easement and quasi-easement right including drain and common passage attached thereto lying and situated in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian Nos. 2880/1, 2560/1 and 1118/2, within Holding Nos. 24/3, 24/4 and 24/24 Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 of Budge Budge Municipality.

AND WHEREAS subsequently by a registered Deed of Gift bearing date 22.07.2014 made by (1) Smt. Joyeeta Halder, wife of Sri Dibakar Halder, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 87/2, Halderpara Road, Budge Budge, Kolkata - 700 137, (2) Smt. Ranita Halder, wife of Sri Monojit Halder, by faith Hindu, by occupation Housewife, residing at 73B, Halderpara Road, Budge Budge, Kolkata - 700 137, and (3) Smt. Sangeeta Sarkar, wife of Sri Shantanu Sarkar, by faith Hindu, by occupation Housewife, residing at Desbandhu Chittaranjan Road, Budge Budge, Kolkata - 700 137 in favour of their mother Smt. Rita Bhuiya, wife of Late Ashok Bhuiya, by faith Hindu, by occupation Housewife, residing at 87/2, Halderpara Road, Budge Budge, Kolkata 700 137, ALL THAT undivided  $\frac{3}{4}$ <sup>th</sup> share of the land measuring 3 Cottahs 6 Chittacks 0 Square Foot (3 Cottahs land plus 6 Chittacks land of drain and common passage) in total 3 Cottahs 6 Chittacks 0 Square Feet together with RTS structure measuring 200 Square Feet equivalent to land measuring 2 Cottahs 8 Chittacks 22 Square Feet (and 4 Chittacks 22 Square Feet drain and common passage in total 2 Cottahs 8 Chittacks 22 Square Feet, more or less together with the structure measuring 150 Square Feet, made of brick wall tile shed and together with all easement

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and quasi-easement right including drain and common passage attached thereto lying and situated in part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian No. 130/1, Holding No. 24/12, Shahid Khudiram Bose Road, Kolkata 700 137 at Mouza Garbhukta Nandanpur, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 and the said Deed of Gift has been registered in Book No.1, C. D. Volume No. 11, Pages from 4583 to 4598, Being Deed No. 08019, for the year 2014 of D. S. R. II, Alipore, District South 24 Parganas.

**AND WHEREAS** thus said Rita Bhuiya become the absolute Owner of the entire plot of land measuring 3 Cottahs 6 Chittaks (3/4<sup>th</sup> Share by way of aforesaid Gift and 1/4<sup>th</sup> share by inheritance ) at part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian No. 130/1, Holding No. 24/12, Shahid Khudiram Bose Road, Kolkata 700 137 at Mouza Garbhukta Nandanpur, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12.

**AND WHEREAS** by a Bengali Deed of Conveyance bearing date 31<sup>st</sup> May, 1986 said Rita Bhuiya purchased ALL THAT piece or parcel of land measuring 3 Cottahs 6 Chittack 0 Square-Foot a little more or less and RTS structure measuring 150 Square Feet together with land for common passage lying and situated in part of R.S. Dag No. 755, L. R. Dag No. 960 Mouza Garbhukta Nandanpur, under Khatian No. 735, Touzi No. 353, J. L. No. 8, at Shahid Khudiram Bose Road, Ward No. 12 of Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas, Kolkata 700 137 from Sri Lalit Mohan Halder, Sri Shibani Prasad Halder, Sri Kamal Krishna Halder all of 73, Halder Para, Budge Budge, South 24 Parganas and the said Deed of Conveyance has been registered in Book No.1, Volume No. 184, Pages from 411 to 422, Being Deed No. 9659, for the year 1986 of D. S. R. , Alipore, District South 24 Parganas.

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Managing Director

**AND WHEREAS** thus said Smt. Rita Bhuiya became the sole and absolute owner in respect of ALL THAT piece and parcel of land measuring 6 Cottahs 12 Chittack 0 Square Foot and drain and common passage 12 Chittacks 0 Square Foot in total 6 Cottahs 12 Chittacks 0 Square Foot together with structure measuring 390 Square Feet made of brick wall tile shed together with all easement and quasi-easement right including drain and common passage attached thereto at part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian Nos. 130/1 and 2550/1, Holding Nos. 24/12 and 24/11, Shahid Khudiram Bose Road, Kolkata 700 137, of Mouza Garhbhukta Nandanpur, Touzi No. 353, J. L. No. 8, Ward No. 12 of Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

**AND WHEREAS** the properties of said Subir Kumar Mal and Smt. Rita Bhuiya were contiguous and adjoining to each others and the parties had mutually agreed to amalgamate the said properties into a single unit and for that on 08.08.2014 said Subir Kumar Mal and Smt. Rita Bhuiya duly executed a Deed of Exchange since registered in Book No.1, C. D. Volume No. 12, pages from 6705 to 6722 being Deed No. 08887, for the year 2014 of D.S.R.-II, Alipore.

**AND WHEREAS** after registration of the said Deed of Exchange of the aforesaid property, they had applied before the Budge Budge Municipality for getting their names mutated and for amalgamation of the aforesaid five Holdings being Holding Nos. 24/3, 24/4, 24/24, 24/12 and 24/11, Shahid Khudiram Bose Road, Kolkata 700 137.

**AND WHEREAS** thereafter the said Subir kumar Mal and Rita Bhuiya applied before the B.L. & L.R.O. for mutation of names and for amalgamation of the said five Plots being L.R Khatian Nos. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1.

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Manager



**AND WHEREAS** the Budge Budge Municipality and B.L. & L.R.O. Government of West Bengal after having gone through the documents which were filed and tender both the parties and after inspection of the Schedule Properties and being fully satisfied regarding the right, interest, title, possession of the parties therein duly mutated their names as owners and occupiers of the First Schedule Property in favour of said Sri Subir Kumar Mal and Rita Bhuiya.

**AND WHEREAS** the amalgamated land and premises has been separately numbered as  **Holding No. 24/3, Shahid Khudiram Bose Road, Kolkata - 700 137** and after the B.L. & L.R.O mutation the said property has been recorded under L. R Khatian Nos. 5457 and 2250/1 in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735 .

**AND WHEREAS** after amalgamation of the said respective plots the Bastu Land measuring 18 Cottahs 15 Chittacks 5 Square Feet more or less on actual measurement of the area comes to 17 Cottahs 0 Chittack 0 Square Foot after leaving together with the structure measuring 840 Square Feet, made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto lying and situated at lying and situated at Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian No. 5457 and 2250/1, L. R. Dag No. 960, R. S. Khatian No. 735, R. S. Dag No. 755.

**AND WHEREAS** said (1) Subir Kumar Mal (2) Smt. Rita Bhuiya as joint Owners decided to developed their said property by a competent developer

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Managing Director

who could complete the proposed project at the said First Schedule Premises with his men, money and effort.

**AND WHEREAS** on 10th October, 2014 said Subir Kumar Mal along with said Smt. Rita Bhuiya entered into and Agreement for Development of their Schedule property with Developer M/S SUNRISE ERECTORS PRIVATE LIMITED since registered in Book No. I, Volume No. 15, Pages from 2765 to 2804, being Deed No. 11125, for the year 2014, of D. S. R. -II, Alipore on certain terms and conditions agreed upon by themselves.

**AND WHEREAS** in terms of the said Development Agreement said Sri Subir Kumar Mal and Smt. Rita Bhuiya on 10th October, 2014 executed and registered a Power of Attorney for Development of the said Premises in favour of the said Development M/S SUNRISE ERECTORS PRIVATE LIMITED since registered in Book No. I, Volume No. 15, Pages from 2805 to 2823, being Deed No. 11126, for the year 2014 of D.S.R. -II, Alipore,

**AND WHEREAS** while in peaceful possession and enjoyment of the said premises as sole and absolute owner thereof said Smt. Rita Bhuiya died intestate on 27.07.2017 leaving behind surviving her said three daughters namely (1) Joyeeta Halder, (2) Sangeeta Sarkar and (3) Ranita Halder as her legal heirs and successors according to Hindu Succession Act, 1956, each having undivided 1/3rd (one-third) share therein.

**AND WHEREAS** by a Deed of Gift bearing date 31st May, 2018 the said Smt. Joyeeta Halder, Smt. Sangeeta Sarkar the married daughter said Smt. Rita Bhuiya, since deceased, make absolute gift in respect of their undivided 2/3rd share inherited from their mother in favour of their younger sister Smt. Ranita Halder and the said Deed of Gift has been

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registered Book No. I, Volume No. 1630-2018, Page from 46386 to 46413, being Deed No. 163001372, for the year 2018 of D.S.R. - V, Alipore.

**AND WHEREAS** thus the said Smt. Ranita Halder become entitled to the share of said deceased Rita Bhuiya Owner No. 2 along with Sri Subir Kumar Mal the Owner No. 1 herein.

**AND WHEREAS** due to death of one of the Owner Smt. Rita Bhuiya and due to change of allocation which have mutually decided amongst the parties herein namely Sri Subir Kumar Mal, Smt. Ranita Halder and Mohammed Sultan Managing Director of SUNRISE ERECTORS PRIVATE LIMITED that the said Development Agreement dated 10.10.2014, registered in Book No. I, C. D. Volume No. 15, Pages 2765 to 2804, being Deed No. 11125 for the year 2014 of D. S. R. II, Alipore, South 24 Parganas and the Developer Power of Attorney dated 10.10.2014, registered in Book No. I, C. D. Volume No. 15, Pages 2805 to 2823, being Deed No. 11126 for the year 2014, of D.S.R. -II, Alipore, South 24 Parganas rescinded and/or revoked by this Deed.

**AND WHEREAS** the parties herein have decided to execute a fresh Development Agreement containing the settled terms and conditions arrived at by the parties herein along with a fresh Development Power of Attorney.

**AND WHEREAS** at or before execution of this Agreement the said Owners have represented an assured the said Developer as follows :

- (i) Excepting the abovenamed Owners there is no one else has got any right, title, interest, claim or demand in any nature whatsoever and/or howsoever over the said property or any part thereof.

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Md. Sultan  
Managing Director



- (ii) There is no notice of acquisition or any case or proceeding either Civil and Criminal nature is/are not pending in respective Learned Court in the District of South 24 Parganas or elsewhere upon the said property or any part thereof.
- (iii) The said Owners have not entered into any Agreement for Sale, transfer, lease, Development Agreement or otherwise for any purpose regarding the said property or any part thereof.
- (iv) The said property is free from all encumbrances, charges, liens, lispendences, attachments, whatsoever.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed upon by and between the Parties hereto on the following terms and conditions.

**ARTICLE : I**  
**DEFINITIONS**

**IN THIS PRESENT UNLESS THERE IS ANYTHING REPUGNANT TO OR INCONSISTENT WITH :**

1.1 **OWNERS** : shall mean and include the said (1) **SRI SUBIR KUMAR MAL (PAN AJFPM2823K)**, son of Sri Sudhir Kumar Mal, by faith Hindu, by occupation Business, by Nationality Indian, residing at 185/1, Dharmatola Road, Post Office and Police Station Budge Budge, District South 24 Parganas, Kolkata 700 137 and (2) **SMT. RANITA HALDER (PAN AKVPH5891B)**, wife of Sri Monojit Halder, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 73B, Halderpara Road, Post Office Budge Budge, Police Station Maheshtala, Kolkata 700 137, including their respective heirs, executors, administrators, representatives, nominees and assigns.

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*Ranita Halder*

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*Md. Sultan*  
Managing Director

1.2 **DEVELOPER** : shall mean **M/S. SUNRISE ERECTORS PRIVATE LIMITED** (PAN AARCS0088A), a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Post Office Khiddirepore, Police Station Watgunge, Kolkata 700 023 and represented by its Managing Director **MOHAMMED SULTAN** (PAN AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, by Nationality Indian, residing at 37/4A, Watgunge Street, Post Office Khiddirepore and Police Station Watgunge, Kolkata 700 023,

1.3 **TITLE DEEDS** : shall mean all the documents of title relating to the said land and Premises, which shall be handed over in original to the Developer at the time of execution of the agreement.

1.4 **PREMISES/PROPERTY** : shall mean **ALL THAT** Bastu Land measuring 18 Cottahs 15 Chittacks 5 Square Feet more or less on actual measurement of the area comes to 17 Cottahs 0 Chittack 0 Square Foot after leaving together with the structure measuring 840 Square Feet, made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto lying and situated at lying and situated at **Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian No. 5457 and 2250/1, L. R. Dag No. 960, R. S. Khatian No. 735, R. S. Dag No. 755.**

1.5 **NEW BUILDING** : shall mean G+4 or more storied building to be constructed for residential and commercial use named "**EMPEROR COMPLEX**" (Erstwhile **SIGHT VIEW COMPLEX**) and as per Plan **SUNRISE ERECTORS PVT. LTD.**

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being **Building Permit No. 32/BP/PWD/2015-2016**, dated 28.09.2015 sanctioned by the Budge Budge Municipality

**1.6 COMMON AREA FACILITIES AND AMENITIES** : shall mean and include, corridors, stair ways, passage ways, drive ways, common lavatories, underground septic tank, overhead water tank, water pump and motor, roof and other facilities which is to be attached with the proposed building for better enjoyment.

**1.7 SALEABLE SPACE** : shall mean and include Flat in the building available for independent use and occupation after making due provisions for common amenities and facilities for better enjoyment against consideration.

**1.8 COVERED AREA** : shall mean total built up area for any unit plus proportionate area share of stair/lobby, lift etc.

**1.9 BUILDING PLAN** : shall mean such Plan to be prepared by the architect for the construction of the building and to be sanctioned by the Budge Budge Municipality with such addition, alteration or modification as may be made by the Developer from time to time.

**1.10 SUPER BUILT UP AREA** : shall mean according to its context mean the plinth area of the said Unit or all the Units in the Building including the bath rooms and balconies and also the thickness of the boundary walls, internal walls and pillars space and landing of staircase but excluding the proportionate share of the covered area of the common areas provided that if any wall be common between 2 (Two) Units then  $\frac{1}{2}$  (one-half) of the area under such wall shall be included in each such Unit.

**1.11 PROPORTIONATE OR PROPORTIONATELY** : shall mean the proportion which the super built up area of any Unit be to the super built

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up area of all the Units in the said building provided that where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective Units by the Co-Owners respectively.

**1.12 OWNERS' ALLOCATION/CONSIDERATION** shall mean 9342 Square Feet Covered area out of total FAR. Sri Subir Kumar Mal will get 6474 Square Feet covered area and Ranita Halder will get 2986 Square Feet covered area, according to their proportionate share of land in the First Schedule property which is morefully and particularly described in the **Second Schedule** hereunder written. The above said Owner's allocation are joint allocation and the Owners will execute a separate Deed of Partition for separate enjoyment of their respective share.

**1.13 DEVELOPER'S/BUILDER'S ALLOCATION** shall mean the remaining constructed area (save and except the Owners' allocation) together with undivided proportionate share of underneath land and common areas, common facilities and amenities attached with the proposed building.

**1.14 TRANSFER** : shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfers of the proposed building or Flat to the intending Purchasers thereof against valuable consideration.

**1.15 WORD** : importing singular shall include plural and vice versa.

**1.16 MASCULINE** : shall include the feminine and neuter gender and vice versa.

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*Md. Sultan*  
Managing Director

1.17 **ROOF** : shall mean and include the roof of the entire building excluding the space required for installation of overhead water tank, staircase, covered spaces at the top of the building required for common use.

**ARTICLE : II  
COMMENCEMENT AND DURATIONS**

2.1 The agreement shall be deemed to have commenced on and from the date of execution of this Agreement and shall be terminated after completion of the building and sale out of all the Flats to the intending Purchaser and Purchasers and also after delivered of possession of the Flats to the intending Purchaser and Purchasers and land Owners nominated person and after formation of the Flat Owners' Association.

**ARTICLE : III  
OWNERS' DECLARATION, RIGHTS AND RESPONSIBILITIES**

3.1 The Owners hereby declare that they are joint Owners of the said Premises and is now seized and possessed of or otherwise well and sufficiently entitled thereto without any disturbance hindrance in any manner whatsoever.

3.2 The Owners hereby declare that the said property is free from all encumbrances, charges, liens, lispendens, attachments, acquisition or requisition whatsoever and/or howsoever and the firm has good and marketable title over the said land and building and share is no impediment under the Urban Land (Ceiling and Regulation) Act, 1976.

3.3 That the Owners hereby declare and agreed that they will not grant, lease, mortgage, charge or encumber the First Schedule property in any manner whatsoever during the existing/substance of this Agreement as well as during the construction of the building without prior written consent of the Developer.

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Managing Director



3.4 That the Owners hereby declare that they will be liable and responsible for litigation, if any arose due to defects on his part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land Owners, then the Developer will be entitled to get compensation and cost of litigation from the Owners, which will be incurred by the Developer during such litigation. But it mentioned that if there any type of litigation is found arose due to any order of the competent Court Authority concern or any other Competent Authority concern then the delay in respect of delivery of possession of the Owners' Allocation shall not be considered the delay on the part of the Developer.

3.5 That the Owners hereby undertake to deliver all the original Deeds and documents to the Developer at the time of execution of the Agreement and also agreed to execute Registered General Power of Attorney for the purpose of completion of the building thereon.

3.6 That the Owners hereby giving exclusive right to the Developer commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into Agreement for Sale, lease, transfer, mortgage, and to dispose of the Developer's Allocation together with right to assign of all the right, title, interest of this agreement to any third party and the Owners will give necessary consent for betterment of this project without raising any objection to that effect save and except the Owners' allocation as mentioned.

3.7 That the Owners hereby agreed to execute Registered Deed of Declaration and other Declarations for the sanction of the Building Plan and also agreed to execute one or more General Power of Attorney in favour of the Developer or its nominated person as stated earlier for the purpose of addition, alteration, revision of the sanctioned Building Plan,

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construction and completion of the work as per agreement and also another for execution and Registration of the Deed of Transfer in favour of the intending Purchaser/Purchasers from Development allocation with right to sign on the Deed on behalf of the Owners and to present the same before the District Registrar, Additional District Sub Registrar or other Registrars who has authority to register the Deed of Transfer and other documents in completion of full payment of the Owners by the Developer.

3.8 That the Owners hereby undertake not to revoke the Power of Attorney, which will be executed in favour of the Developer to act as Attorney of the Owners in respect of the Developer's Allocation and also agree not to revoke General Power of Attorney until or unless Deed of Conveyance in favour of the intending Purchaser/s of the Developer's Allocation is to be executed and registered. If do so then the Partners of the Firm as Owners or their legal heirs and successor in office shall have full responsibility or liability jointly or severally to pay all cost, charges, expenses and damages to the Developer.

3.9 That the Owners hereby and hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively at its firms name and also by taking Partner in its firm and its own cost, arrangement and expenses and the Developer shall have liberty to receive any amount from the Purchaser/Purchasers in its own name on the basis of this Agreement and on the strength of the Power of Attorney stated herein above conferred to or by separate Power in the name of the Developer or its nominated person and the sale proceed of Flats/ Units/Garages shall belong to the Developer allocation in which Owners shall have no claim in all material time in future.

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*Md. Sultan*

Managing Director

## ARTICLE : IV

## DEVELOPER'S RIGHTS, OBLIGATIONS AND DECLARATION

4.1 The Developer hereby agreed to complete the multistoried building over the property as per Plan to be sanctioned by the Maheshtala Municipality with due modification or amendment of the sanction Plan as made or caused to be made by the Architect of the Developer.

4.2 The Developer shall be entitled to obtain loans and/or finance by virtue of the Agreement or otherwise for which the Owners shall render all co-operation and assistance including pleading of the Title Deed of the said property. Provided however that the above is no way shall prejudicially affect the right, title and/or interest of the Owners in respect of the Owners' Allocation in any way.

4.3 All applications, plans, papers and documents as may required by the Developer for the purpose of sanction of revised Plan addition, alteration of the building Plan shall be submitted by the Developer with due signature and all costs expenses and charges be paid by the Developer and also from construction of the building thereon. It is also provided that the Developer shall be entitled to get refund the entire refundable amount, which are to be paid by the Developer.

4.4 The Developer hereby agreed to deliver possession of Owners' Allocation in the proposed new building as Owners' Allocation in favour nominated person of the Owners within 36 (Thirty Six) months from the date of registration of this Agreement if required by the Developer the Owners will extend 6 (Six) months grace period for completion of the said Project. Be it specifically mentioned that in case of causing any hindrance by the Owners and for which the construction remain stopped, in that case the delivery period will also be extended for the delayed period.

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Ranita Halder

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Md. Sultan



4.5 That the notice for delivery of possession of the Owners' Allocation shall be delivered by the Developer in writing or through the Advocate of the Developer either by Registered Post or Courier Service or Under Certificate of Posting or hand delivery with acknowledgement due care and the Owners are bound to take possession within 10 days from the date of services of this letter. If the Owners fail to take delivery of possession or neglected to do so then it will be deemed that the Owners' allocation already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice. Moreover the Owners shall have to clear all the dues, if any, due is caused due to extra work other than the specification of Flat/s as mentioned in the Schedule as mentioned below and/or excess area from the allocated area (if found), or any other consideration, to the Developer, prior taking possession thereon. Be it mentioned hereon that the excess area should consider the saleable area including the super built up area and the cost of the said area shall be calculated on the prevailing saleable price.

#### ARTICLE : V CONSIDERATION PROCEDURE

5.1 In consideration of the Owners' Allocation stated in this Agreement and or consideration of any mentioned in the Owners' Allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's Allocation together with Power of Attorney with right to transfer the same to the intending Purchaser or Purchasers.

5.2 That the existing construction to be demolished by the Developer and he will take the debris in their own account.

5.3 That the Owners shall clear up to date tax of the Budge Budge Municipality and other outgoing charges of the said Premises till the date

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Ranjita Halder

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of this Agreement. Thereafter the Developer will pay the taxes and charges for the said Premises from the date of getting possession till the date of handing over Owners' allocation to the Owners or their nominees.

**ARTICLE : VI**  
**DEALINGS OF SPACE IN THE BUILDING**

- 6.1 The Developer shall on completion of the building put the Owners in undisputed possession within the Owners' allocation together with the right to enjoy the common facilities and amenities with the Owners of other Flats.
- 6.2 The Developer being the party of the Second Part shall be at liberty with exclusive rights and authority to negotiate for the sale of the Flats together with right proportionate share of land including the space/units Flat provided under the Developer's allocation in the Premises to any prospective buyers before, after or in course of the construction work of the said building think fit and proper. It is clearly agreed and declared by the Parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or initial payments or part payments thereof shall be received by the Developer save and except the share of the Owners' allocation, if any, be it mentioned here that at the time of execution and registration of the Power of Attorney, it will be mentioned that the sale proceeds will be deposited in the Owners' account. But Owners or their legal heirs will not be entitled to claim any such sale proceeds or amount to that effect in future.
- 6.3 The Developer shall at his own costs, construct and complete the building at the said Premises in accordance with the sanctioned Plan and due modification, if any, with such materials and with such specification assure to be mentioned in the sanctioned Plan of the building hereunder

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Managing Director

written and as may be recommended by the Architect/Engineer from time to time.

6.4 That the Developer shall install erect and shall provided standard pump set, overhead reservoirs, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of building having self contained.

6.5 The Developer will be entitled to sell the Flats/Car Parking Space on Ownership basis in respect of the remaining Flats, Shops, Office Spaces and Car Parking Space together with undivided imparible share in the land to be devolved in the Developer's allocation as mutually agreed (save and except the Owners aforesaid allocation in the said project. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the respective Owners for their own meters.

#### ARTICLE : VII COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of starting of the construction of the building and prior to that Owners shall pay and clear all dues and taxes in respect of the property and after handing over the possession of the Flats. All the Flat Owners will pay the dues according to his shares.

7.2 As soon as the respective self contained Flat is completed the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building and after 10 (Ten) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of Municipal and property taxes, rates, duties, dues, electric installation

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charges, electric charges, bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' allocation the said rates to be apportioned with reference to the saleable space in the building, if any, are levied on the building as a whole.

7.3 The Owners' nominated person and the Developer or intending Purchasers as nominated shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer. The Owners hereby agreed that he will indemnify against all claims, actions, demands, costs, charges and expenses and proceeding instituted by any third party or against the Owners for the same the Developer will be entitled to get damages.

7.4 The Owners hereby further declares that they or their agent or representative or any third party on their behalf shall not do any act deed or things whereby the Developer shall be prevented from construction and completion of the said buildings as per approved Plan. If the Developer is prevented then the Owners or their legal representatives shall bound to indemnify the loss and damages for that purpose with interest.

7.5 The Developer will manage and will be the incharge in respect of the common facilities to be provided in the said project such as Community Hall, Security Guard and the respective Flat/Shop/Car Parking/Unit Owners will bear the proportionate share of maintenance charges for the aforesaid common facilities which will be decided by the Developer and the decision of the Developer in this regard shall be final and binding upon all.

7.6 Till the Flats/Units/Shop/Car Parking Spaces of the individual Owners to be separated by the Municipality the respective Flat/Unit/  
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Ravita Haldar

Md. Sultan  
Managing Director



Shop/Car Parking Space Owners of the said project shall bear the proportionate share of taxes, B. L. & L. R. O. rent and other outgoing charges including the Owners herein in proportion to their respective area to the Developer and the decision of the Developer shall be final and binding upon all.

7.7 That all legal works in respect of the said project i.e. First Schedule Property will be done by the Advocate of the Developer and the Purchasers of the Flats/Units/Shops/Car Parking Spaces etc., have to get their Flats/Units/Shops/Car Parking Spaces to be registered through the Developer's Advocate and they will pay the required charges for stamp duty, registration costs and professional fees to the said Advocate.

### ARTICLE : VIII COMMON RESTRICTION

8.1 The Owners' allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developer's allocation respective possession in the building which are as follows :-

8.2 Neither Party shall use or permit to the use of the respective allocation in the building or any part thereto for carrying on any obnoxious illegal and immoral trade or activities not use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

8.3 The Owners shall not demolish any wall or other structural addition or alteration therein without the previous written consent from the Developer or from the competent authority or from Municipal Authority concern in this behalf.

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8.4 Neither party shall transfer or permit to transfer their respective allocation unless the proposed transferee shall have given a written undertaking to the effect that such transfer shall remain bound by the terms and conditions hereto and of these presents and further that such transferee shall pay all and also shall be payable in relation to the area in each of their respective possession.

8.5 Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.6 The respective allottee or their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or building indemnified from the against the consequences of any breach.

8.7 No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be cause in any manner in the free movement of use in the corridors and other places of common use in the building.

8.8 Neither party nor their transferees shall do or cause or permit to be done any act or things which may render void any insurance of the building or any part thereof and shall keep the other occupiers of the said harmless and indemnified from and against the consequences of any breach.

8.9 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or

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Ranita Halder

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accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

8.10 Neither party nor their transferee/s shall permit other agent with or without workman and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

8.11. Excess or deficit area will be adjusted by market price prevailed at the time of handing over possession.

#### ARTICLE -IX OWNER'S DUTY AND INDEMNITY

9.1 The Owners do hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and through out the existence of this agreement of the said building at the said building at the said premises and if any such interference or hindrance is caused by the Owners or his heirs, agents, servants, representatives causing hindrance or impediments to such construction the partners of the Firm as Owners will be jointly and severally liable to repay entire amount invested by the Developer along with damages and interest over the amount invested by the Developer and rates of interest will be settled by the parties amicable. In that case the decision of Developer for calculating the total invested amount shall be final it is also further agreed that if the Developer is prevented for making construction due to any litigation cropped up or due to any restraining

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order passed by the competent Court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land Owners then Owners will be liable to pay damages and cost of litigation to the Developer.

9.2 The Owners or their legal representatives will have no right/authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/units of the Developer's allocation. If tried to do so then the Owners shall pay firstly total market price of the constructed area with damages together with interest on investment intimation for such intention.

9.3. In case of demised of any of the Owner his or her legal heirs and successor will become the owner in respect of his/or proportionate share in the said Premises according to Hindu Succession Act and the said successor or legal heirs shall remain under obligation to execute a fresh Power Of Attorney in favour of the Developer herein for continuance for the Development work in terms of the Development Agreement till Sale of Developer's Allocation.

**ARTICLE - X**  
**DEVELOPER'S DUTY AND INDEMNITY**

10.1 That the Developer hereby indemnify the Owners against any Third Party claim in respect of the said development work.

10.2 If any untoward happens during construction of the proposed new building or during demolition of the old building the Owners shall have no liability or responsibility for such incidents and the Developer will meet all such consequences and the Developer keep the Owners indemnified against any action, suit, claim or Court case of whatsoever nature.

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*Ranita Halder*

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Managing Director

10.3 That the Owners shall have no responsibility for monetary transactions or monetary activity of the Developer with intending Purchaser, supplier etc., to be made by the Developer in connection with the said project.

10.4 The Developer shall have right to amalgamate with the adjoining land by Deed of Exchange or Purchase or by sale to make one property and to which the Owners herein shall have no say or objection or the Owners will not cause any hindrance or objection in any way whatsoever and in such case the Owners will be entitled to get their fixed allocated portion as mentioned herein. The other area of the amalgamated Premises to be the exclusive property of the Developer and the Developer will be entitled to deal with the same according to his choice save and except the Owners' allocated area therein.

#### ARTICLE - XI ARBITRATION CLAUSE

11.1 It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to this Agreement or connected with the flats and/or construction and/or in respect of this Agreement and/or anything done in pursuance thereof and/or other wise shall be referred to an Arbitrator to be appointed by each Party for amicable settlement of the same. The unanimous decision of the two Arbitrators is binding upon both Parties. But in case of difference of opinion between the two Arbitrators in that case one Umpire to be selected and referred to and the decision of the said Umpire will be binding upon both Parties according to Arbitration and Conciliation Act, 1996. All verdicts judgements and award made and published by such arbitration shall be final conclusive and binding on the parties.

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**ARTICLE -XII  
FORCE MAJEURE**

12. The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the 'FORCE MAJEURE' and shall be suspended from the obligation during the during the during of the FORCE MAJEURE.

**ARTICLE -XIII**

**JURISDICTION**

13. The High Court at Kolkata and its subordinate Court of Alipore, South 24 Parganas shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the Parties hereto.

**FIRST SCHEDULE ABOVE REFERRED TO  
(Description of the Premises after amalgamation)**

**ALL THAT** piece or parcel of Bastu Land measuring 18 Cottahs 15 Chittacks 5 Square Feet more or less on actual measurement of the area comes to 17 Cottahs 0 Chittack 0 Square Foot after leaving together with the structure measuring 840 Square Feet, made of brick wall tile shed with Cemented flooring, and together with all easement and quasi-easement right including drain, and common passage attached hereto lying and situated at lying and situated at Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian No. 5457 and 2250/1, L. R. Dag No. 960, R. S. Khatian No. 735, R. S. Dag No. 755 and the same is butted and bounded in the following manner :

**ON THE NORTH** : Land of R. S. Dag No. 797 and R. S. Dag No. 758

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*Ranita Helder*

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*Md. Rulain*  
Managing Director



<b>ON THE EAST</b>	:	By 32 Feet wide Shahid Khudiram Bose Road;
<b>ON THE SOUTH</b>	:	By 12 Feet wide common Road.
<b>ON THE WEST</b>	:	Land of Jagabandhu Goyali.

**SECOND SCHEDULE ABOVE REFERRED TO**

**(Owners' Allocation)**

**OWNERS' ALLOCATION** shall mean 9342 Square Feet Covered area out of total FAR. Sri Subir Kumar Mal will get 6474 Square Feet covered area and Ranita Halder will get 2986 Square Feet covered area, according to their proportionate share of land in the First Schedule property. The above said Owner's allocation are joint allocation and the Owners will execute a separate Deed of Partition for separate enjoyment of their respective share. The above said Owner's allocation are joint allocation and the Owners will execute a separate Deed of Partition for separate enjoyment of their respective share following Flats to be given under Owner's joint allocation.

- 1) One Self contained Flat being Flat No. 2G, in the Second Floor, measuring 1026 Square Feet more or less Covered area.
- 2) One Self contained Flat being Flat No. 2H, in the Second Floor, measuring 774 Square Feet more or less Covered area.
- 3) One Self contained Flat being Flat No. 4A, in the Fourth Floor, measuring 732 Square Feet more or less Covered area.
- 4) One Self contained Flat being Flat No. 4E, in the Fourth Floor, measuring 715 Square Feet more or less Covered area.

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*Mal-Sultan*  
Managing Director

- 5) One Self contained Flat being Flat No. 1C, in the First Floor, measuring 754 Square Feet more or less Covered area.
- 6) One Self contained Flat being Flat No. 4D, in the Fourth Floor, measuring 720 Square Feet more or less Covered area.
- 7) Total measuring 1753 Square Feet more or less Covered Car Parking area on the Ground Floor.
- 8) One Self contained Flat being Flat No. 1A, in the First Floor, measuring 732 Square Feet more or less Covered area.
- 9) One Self contained Flat being Flat No. 4B, in the Fourth Floor, measuring 616 Square Feet more or less Covered area.
- 10) One Self contained Flat being Flat No. 4C, in the Fourth Floor, measuring 754 Square Feet more or less Covered area.
- 11) total measuring 766 Square Feet more or less Covered Car Parking area on the Ground Floor.

The sum of Rs. 50,000/- (Rupees Fifty Thousand) only as Deposit Money which will be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building. Unless and until the advance amount refund by the Owners the Developer shall be entitled to hold the Owners' allocation.

Each Flat will contain Two Bed Rooms or Three Bed Rooms, One Kitchen cum Dining, Two Toilets complete in all respect with water, drainage connection in habitable condition at the said First Schedule property to be constructed as per sanction Plan to be obtained and as per specification written hereunder.

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Md. Sultan  
Managing Director



The Owners will be entitled to get their fixed allocated portion as mentioned hereinabove. The other area of the amalgamated Premises to be the exclusive property of the Developer and the Developer will be entitled to deal with the same according to his choice save and except the Owners' allocated area therein.

**THIRD SCHEDULE ABOVE REFERRED TO  
(Developer's Allocation)**

**ALL THAT** the remaining constructed area (save and except the Owners' allocation) together with undivided proportionate share of underneath land and common areas, common facilities and amenities attached with the proposed building to be constructed at **First Schedule** above referred to.

**FOURTH SCHEDULE ABOVE REFERRED TO  
(Specification of construction)**

<b>STRUCTURE</b>	:	R. C. C. frame structure with 1 <sup>st</sup> class Steel Rods, ~ Ultra- Tech/ACC/Lafarge/ Century cement, 1:2:4.
	:	
<b>PLASTER</b>	:	3"/4" thick, cement mortar 1:5.
	:	
<b>EXTERIOR</b>	:	Latest weatherproof exterior finish by Developer's choice.
	:	
<b>DOORS</b>	:	Wooden frame, and ply flush door with Godrej latches and bolts only in main door. The Door of All the Flats will be Identical
	:	
<b>INTERNAL FINISH</b>	:	Plaster of paris of all walls and ceiling.

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Ranita Halder

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Managing Director

<b>WINDOWS</b>	:	Alluminium sliding windows with one way glass shutter.
<b>FLOORING</b>	:	Vitrified Tiles (2'x2') in living, dining, bed rooms, ceramic tiles in toilets, and kitchen
<b>KITCHEN</b>	:	Black Stone Platform and stainless steel sink. Wall tiles up to 3 (Three) feet height above counter.
<b>TOILET</b>	:	Concealed plumbing and pipe line and hot and cold water line in all toilets, Indian type and commode, wall tiles up to 6' feet height with geyser point.
<b>ELECTRIC</b>	:	(a) Concealed PVC pipe with copper wiring (b) Two light points, One Fan point, One 5 Amp. point and One A.C. point, in each Bed room TV/Telephone point in all bed rooms and in living and dining area one Refrigerator point. (c) One 15 Amp. Geyser point in all toilets. (d) One light point, One 5 Amp. point and exhaust fan point in kitchen. One point for water purifier.
<b>WATER SUPPLY</b>	:	Municipal water supply connected with overhead tank, underground reservoir and puling of water through suitable motor and pump suitable motor and pump.

### UTILITIES AND AMENITIES

(a)	<b>COMMUNITY HALL</b>	:	Community Hall are for flat owner.
(b)	<b>CHILDREN</b>	:	Being your morning with a walk on the greens

Subin Kumar Mal  
Ranita Halder

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*Md. Sullam*  
Managing Director



	<b>PLAY AREA</b>		bring more freshness and positive ness in your Life. And let your children enjoy the pleasure of play in the children play area.
(c)	<b>SENIOR CITIZENS ADDA ZONE</b>	:	The Senior Citizen of Emperor Complex will be delighted with natural pleasure to soothe their senses.
(d)	<b>C.C.T.V.</b>	:	Arrangement of close Circuit T.V. (C.C.T.V.) System to be provided in this project.
(e)	<b>SECURITY</b>	:	The Project will have the facility of 24 Hour Security Personnel.
	<b>GROUND FLOOR</b>	:	Emperor Complex will have Children Play Area, Senior Citizen Adda, Community Hall, Eastern Side 10 (ten) Shops/Office/Godown, Western Side Four Flat, 30 (thirty) Covered/Semi covered Car parking, Western Side (out of the building) Open Car Parking and covered/open motor cycle parking and security Room.

— **When will I get all the amenities & utilities mentioned here?**

— All the above mentioned amenities & utilities will be provided/available after completion of the whole project. (a), (b), (c) will be used as per the time limit set by Developer & Maintenance Company. Shop Owners and outside car parking buyers are not suppose to enter the complex and use the amenities and utilities except C.C. TV and security guard.

**N. B.** For any extra work other than the above mentioned works to be paid before commencement of such work.

Sukir Kumar Mal  
Ranita Halder

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Md. Sultan  
Managing Director

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

**SIGNED, SEALED AND DELIVERED**

by the Parties in Kolkata in the presence of

1. *Sanyal*  
Lakshmi Kantu Das  
17812 Dhasmatula  
Road P O & PS BUDGE  
BUDGE KOL - 700137
2. Sangeeta Sankar.  
S/o Late Ashoka Bhuiya.  
19, Deshbandhu  
Chittaranjan Road.  
Budge - Budge.  
Kolkata - 700137.

*Sukin Kumar*  
*Ranita Halder*  
(SIGNATURE OF THE OWNERS)

SUNRISE ERECTORS PVT. LTD.  
*Md. Sultan*  
Managing Director

(SIGNATURE OF THE DEVELOPER)

Drafted by me:-

*Bhudeb Kumar Pal*  
Bhudeb Kumar Pal  
Advocate  
Enrollment No. WB/496/1990

Computer Print by :-

*Babul*  
NEW VIJAYA  
10, Old Post Office Street  
Kolkata 700001



## MEMO OF CONSIDERATION

RECEIVED by Subir Kumar Mal the sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only from the Developer herein as adjustable advance with Owners' allocation before handing over possession, in the following manner :

Cheque No.	Date	Bank/Branch	Amount (Rs.)
735344	26.07.2018	Punjab National Bank, Kiddirepore Branch	25,000/-
		Total :	25,000/-

(Rupees Twenty Five Thousand) only

## WITNESSES

1. *Sanyal*

*Subir Kumar Mal*

(SIGNATURE OF THE OWNER NO. 1)

2. *Sangeeta Sankar*

## MEMO OF CONSIDERATION

RECEIVED by Ranita Halder the sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only from the Developer herein as adjustable advance with Owners' allocation before handing over possession, in the following manner :

Cheque No.	Date	Bank/Branch	Amount (Rs.)
735345	26.07.2018	Punjab National Bank, Kiddirepore Branch	25,000/-
<b>Total :</b>			<b>25,000/-</b>

(Rupees Twenty Five Thousand) only

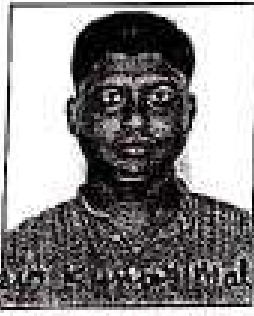

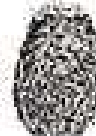



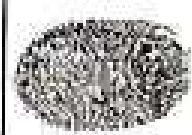
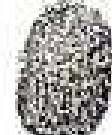



## WITNESSES

1. *Sanyita S*

*Ranita Halder*  
(SIGNATURE OF THE OWNER NO. 2)


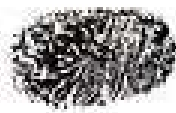









2. *Sangeeta Sankar*



	Thumb	1st finger	middle finger	ring finger	small finger	
 Subir Kumar Mal	left hand					
	right hand					




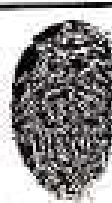
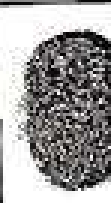






Name SUBIR KUMAR MAL

Signature Subir Kumar Mal

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

Name RANITA HALDER

Signature Ranita Halder

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

Name MOHAMMED SULTAN

Signature Md. Sultan



ভারতীয় বিজ্ঞপ্তি পরিষদ

ভারত সরকার

Government of India

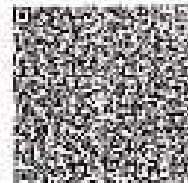
অনুমতি নম্বর / Enrollment No. : 1190/23374/05232

11/01/2014

To  
Subir Kumar Mal  
পুত্র কুমার মল  
S/O: Sudhir Kumar Mal  
185/2  
DHARMATALA ROAD  
Budge Budge (M)  
Budge Budge, South 24 Parganas  
West Bengal - 700137



KL70077149587  
30077149



আপনার আধার সংখ্যা / Your AADHAR No. :

**3700 3201 8538**

নাম - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India

পুত্র কুমার মল  
Subir Kumar Mal  
পিতা : পুত্র কুমার মল  
Father : Sudhir Kumar Mal



জন্ম তারিখ/DOB: 20/12/1983  
পুঙ্গ / Male

**3700 3201 8538**



আধার - সাধারণ মানুষের অধিকার

*Subir Kumar Mal*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUBIR KUMAR MAL

SUBHIR KUMAR MAL

20/12/1983

For PAN Card Number

AJFPM3823K

Subir Kumar Mal

Signature



*In case this card is lost / found, kindly inform / return to :-  
Income Tax PAN Services Unit, UHESL,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.*

यदि कार्ड खो गले या कृपया सूचित करें/लौटायें :-  
आयकर पैन सेवा यूनिट, UHESL,  
प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
न. मुंबई-400 614.

Subir Kumar Mal

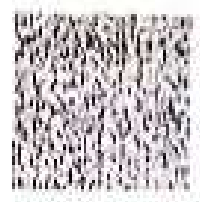




স্বাস্থ্য ও পরিবার কল্যাণ মন্ত্রণালয়  
 Health and Family Welfare Department  
 Government of India

স্বাস্থ্য  
 পরিবার কল্যাণ  
 মন্ত্রণালয়  
 Health and Family Welfare  
 Department  
 Government of India

স্বাস্থ্য পরিবার কল্যাণ মন্ত্রণালয়  
 Health and Family Welfare Department



স্বাক্ষরিত নং: 4607/2393/2176 / Your Auth. No.:

**4607 2393 2176**

স্বাস্থ্য - সাধারণ মানুষের অধিকার



ভারত সরকার  
 Government of India



স্বাস্থ্য  
 পরিবার কল্যাণ  
 মন্ত্রণালয়  
 Health and Family Welfare  
 Department  
 Government of India



**4607 2393 2176**

স্বাস্থ্য - সাধারণ মানুষের অধিকার

*Ravita Halder*

संघिकार विभाग  
INCOME TAX DEPARTMENT  
RAJTA HALDER



भारत सरकार  
GOVT. OF INDIA

ASHOKE KUMAR BHUYA

06107113  
Father's PAN Account Number

AKV141091B

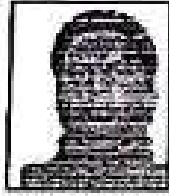
Signature



Rajita Halder



भारत सरकार  
GOVERNMENT OF INDIA



सुल्तान मोहम्मद  
Sultan Mohammed  
DOB: 25-08-1967  
Gender: Male



8140 9848 2069

आधार - आम आदमी का अधिकार

*Md. Sultan*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

37/4a, कब्रिस्तान सारणी, खिदिर्पुरा एस.ओ.,  
कोलकाता, पश्चिम बंगाल, 700023

Address:  
37/4a, Kabritiha Sarani,  
Khidirpur S.O, Kolkata, West  
Bengal, 700023



1967  
1800 330 1947

http://uaid.gov.in

www.uaid.gov.in

P.O. Bas. No. 1947,  
Bengaluru-560 001



आयकर विभाग  
INCOME TAX DEPARTMENT  
MOHAMMED SULTAN



भारत सरकार  
GOVT. OF INDIA

ABDUL RAHIM

25/08/1967

Passport/Driving License Number

AEBPMB887R

Md. Sultan

Signature



*Md. Sultan*

**इस कार्ड के खोने/पाने पर कृपया सूचित करें/नौबतें:**

आयकर सैन सेवा इकाई, सन एन सी ब्लाक  
3 वीं फ्लोर, मास्टर स्टर्लिंग,  
प्लॉट नं. 343, सर्वे नं. 997/8,  
मॉडल कॉलोनी, नज़द डीप बंग्लो चोक,  
पुणे - 411 016.

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL,  
5th Floor, Master Sterling,  
Plot No. 343, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 01-20-2721 2721 / 020-2721 2721 / 20-2721 8081

e-mail: [income@nsdl.co.in](mailto:income@nsdl.co.in)

आयकर विभाग  
INCOME TAX DEPARTMENT

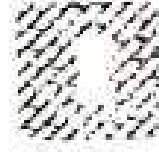
भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AARCS0088A

नाम / Name  
SUNRISE ERECTORS PRIVATE LIMITED



निगमन/पठन की तारीख  
Date of Incorporation / Formation  
07/12/2011

6102000019

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*

Managing Director

इस कार्ड को खोने / काने पर कृपया सूचित करें / नोट करें :  
आयकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टडींग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, नैप बंगला चौक के पास,  
पुणे - 411 016

*If this card is lost / someone's lost card is found,  
please inform / return to :*  
Income Tax PAN Services Unit, NSDL  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininf@nsdl.co.in

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

I-2185/18

GRN: 19-201819-026601701-1

Payment Mode: Online Payment

GRN Date: 26/07/2018 13:06:56

Bank: State Bank of India

BRN: WK00RTHLY8

BRN Date: 26/07/2018 13:07:20

**DEPOSITOR'S DETAILS**

Name: MOHAMMED SULTAN

Contact No.:

Mobile No.: +91 9831518879

E-mail:

Address: 37 4A WATGUNGE STREET KOLKATA 700023

Applicant Name: Mr Bhudeb Kumar Das

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Payment No 5

Id No.: 16101000207135/5/2018

(Qty to / Qty Year)

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount( ₹)
1	16101000207135/5/2018	Property Registration- Stamp duty	952947-103-003-02	9021 ✓
2	16101000207135/5/2018	Property Registration- Registration Fees	3030-03-104-001-18	521 ✓
<b>Total</b>				<b>9542</b>
<b>In Words :</b>	Rupees: Nine Thousand Five Hundred Forty Two only			



### Major Information of the Deed

Deed No :	I-1610-02185/2018	Date of Registration	27/07/2018
Query No / Year	1610-1000207135/2018	Office where deed is registered	
Query Date	19/07/2018 12:06:01 PM	A.D.S.R. BUDGE BUDGE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bhudeb Kumar Pal 38, Yusuf Sanfui Road, Thana : Budge Budge, District : South 24-Parganas, WEST BENGAL, PIN - 700137, Mobile No. : 9831518879, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 96,29,500/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Budge Budge, Municipality: BUDGE-BUDGE, Road: Sahid Kshudiram Bose Road, Mouza: Garbhukta Nandanpur, Ward No: 12

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-960	LR-5457	Bastu	Shali	18 Katha 15 Chatak 5 Sq Ft	19,00,000/-	93,77,500/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>31.2583Dec</b>	<b>19,00,000 /-</b>	<b>93,77,500 /-</b>	



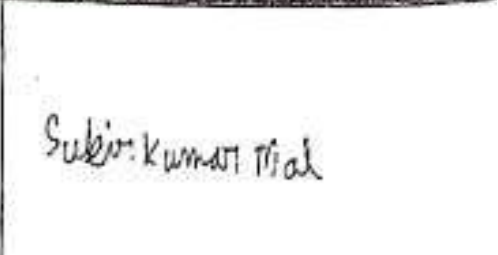


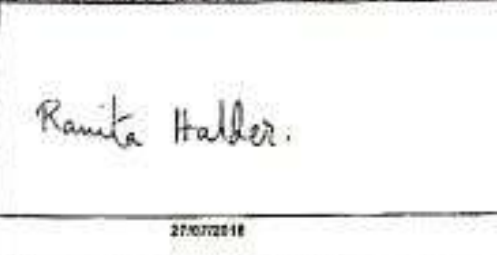
#### Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	840 Sq Ft.	1,00,000/-	2,52,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 840 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>840 sq ft</b>	<b>1,00,000 /-</b>	<b>2,52,000 /-</b>	



Major Information of the Deed :- I-1610-02185/2018-27/07/2018

**Land Lord Details :**

Sl. No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Shri Subir Kumar Mal</b> (Presentant) Son of Shri Sudhir Kumar Mal Executed by: Self, Date of Execution: 27/07/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office	 27/07/2018	 LTI 27/07/2018	 27/07/2018
185/1, Dharmatala Road, P.O:- Budge Budge, P.S:- Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN - 700137 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJFPM2823K, Status :Individual, Executed by: Self, Date of Execution: 27/07/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office				
2	Name	Photo	Fingerprint	Signature
	<b>Smt Ranita Halder</b> Wife of Shri Monojit Halder Executed by: Self, Date of Execution: 27/07/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office	 27/07/2018	 LTI 27/07/2018	 27/07/2018
73 B, Halder Para Road, P.O:- Budge Budge, P.S:- Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN - 700137 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKVPH5891H, Status :Individual, Executed by: Self, Date of Execution: 27/07/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office				

**Developer Details :**



Sl. No	Name, Address, Photo, Finger print and Signature			
1	<b>M S SUNRISE ERECTORS PRIVATE LIMITED</b> 11/1, Paddapukur East Lane, P.O:- Khidirpore, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700023 , PAN No.:: AARCS0088A, Status :Organization, Executed by: Representative			



Major Information of the Deed :- I-1610-02185/2018-27/07/2018



**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature
1	Name, Photo, Finger Print, Signature
1	<p><b>Mohammed Sultan</b>                      Son of Late Abdul Rahim                      Date of Execution - 27/07/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office</p>   <p><i>Mohammed Sultan</i></p> <p>Jul 27 2018 2:05PM L1 27/07/2018 27/07/2018</p>
<p>37/4 A, Watgunge Street, P.O:- Khiddirpore, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700023, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: AEBPM9987R Status : Representative, Representative of : M S SUNRISE ERECTORS PRIVATE LIMITED (as Director)</p>	

**Identifier Details :**

Name & address
<p><b>Bhudeb Kumar Pal</b>                      Son of Late Bibhuti Bhusan Pal                      38, Yusuf Sanfui Road, P.O:- Budge Budge, P.S:- Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN - 700137, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Subir Kumar Mal, Smt Ranita Halder, Mohammed Sultan</p>
<p><i>Bhudeb Kumar Pal</i></p>
<p>27/07/2018</p>

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Subir Kumar Mal	M S SUNRISE ERECTORS PRIVATE LIMITED-15.6292 Dec
2	Smt Ranita Halder	M S SUNRISE ERECTORS PRIVATE LIMITED-15.6292 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri Subir Kumar Mal	M S SUNRISE ERECTORS PRIVATE LIMITED-420.00000000 Sq Ft
2	Smt Ranita Halder	M S SUNRISE ERECTORS PRIVATE LIMITED-420.00000000 Sq Ft



Major Information of the Deed :- I-1610-02185/2018-27/07/2018



## Land Details as per Land Record

District: South 24-Parganas, P.S.: Budge Budge, Municipality: BUDGE-BUDGE, Road: Sahid Kshudiram Bose Road, Mouza: Garbhukta Nandanpur, Ward No: 12

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 960(Corresponding RS Plot No:- 755), LR Khatian No:- 5457	Owner: সুবীর কুমার মল, Gurdian: সুবীর কুমার, Address: 185/1, ধর্মতলা রোড, বজবুজ, কোল-137, Classification: শামি, Area: 0.19000000 Acre,

Endorsement For Deed Number : I - 161002185 / 2018

On 19-07-2018

**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 96,29,500/-

*Subir*

Dilip Kumar Mandal  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BUDGE BUDGE

South 24-Parganas, West Bengal

On 27-07-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:15 hrs on 27-07-2018, at the Office of the A.D.S.R. BUDGE BUDGE by Shri Subir Kumar Mal, one of the Executants.

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

Execution is admitted on 27/07/2018 by 1. Shri Subir Kumar Mal, Son of Shri Sudhir Kumar Mal, 185/1, Dharmatala Road, P.O: Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by Profession Business, 2. Smt Ranita Halder, Wife of Shri Monojit Halder, 73 B, Halder Para Road, P.O: Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by Profession House wife

Indetified by Bhudeb Kumar Pal, , Son of Late Bibhuti Bhusan Pal, 38, Yusuf Sanfui Road, P.O: Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by profession Advocate

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

Execution is admitted on 27-07-2018 by Mohammed Sultan, Director, M S SUNRISE ERECTORS PRIVATE LIMITED, 11/1, Paddapukur East Lane, P.O:- Khidirpore, P.S:- Waltgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700023

Indetified by Bhudeb Kumar Pal, , Son of Late Bibhuti Bhusan Pal, 38, Yusuf Sanfui Road, P.O: Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 521/- ( B = Rs 500/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 521/-

Description of Online Payment using Government Receipt Portal System (GRIPS): Finance Department, Govt. of WB Online on 26/07/2018 1:07PM with Govt. Ref. No: 192018190266617011 on 26-07-2018, Amount Rs: 521/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00RTHLY8 on 26-07-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1610-02185/2018-27/07/2018

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 9,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no R014104, Amount: Rs 1,000/-, Date of Purchase: 26/07/2018, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2018 1:07PM with Govt. Ref. No: 192018190266617011 on 26-07-2018, Amount Rs: 9,021/-, Bank: State Bank of India (SBIIN0000001), Ref. No. IK00RTHLY8 on 26-07-2018, Head of Account 0030-02-103-003-02

*Dilip*

**Dilip Kumar Mandal**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BUDGE BUDGE**  
**South 24-Parganas, West Bengal**



Major Information of the Deed :- I-1610-02185/2018-27/07/2018

30/07/2018 Query No:-16101000207135 / 2018 Deed No. I - 161002185 / 2018, Document is digitally signed.

Page 51 of 55



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1610-2018, Page from 55129 to 55183

being No 161002185 for the year 2018.



*Dilip Mandal*

Digitally signed by DILIP KUMAR  
MONDAL  
Date: 2018.07.30 12:52:15 +05:30  
Reason: Digital Signing of Deed.

(Dilip Kumar Mandal) 30-07-2018 12:52:09  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BUDGE BUDGE  
West Bengal.



(This document is digitally signed.)