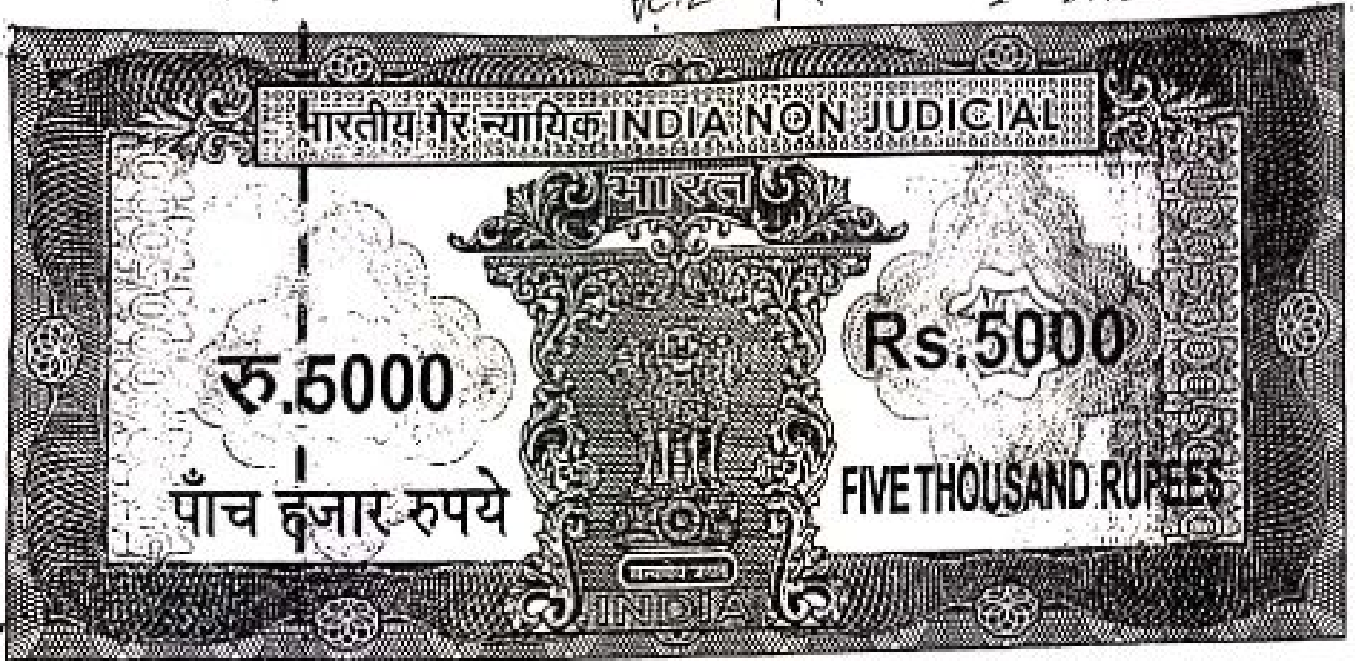


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certified that the document is admitted to  
 registration. The signature above and the  
 two adjacent sheets annexed with the  
 document are the part of this document.

(12)

District Sub-Registrar-II  
 Alipore, South 24 Parganas

20 OCT 2014

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made this 10<sup>th</sup> day of October, Two  
 Thousand Fourteen (2014); 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, Dharmatola Road, Police Station Budge Budge, District South  
 24 Parganas, Kolkata - 700 137 and (2) SMT. RITA BHUIYA (PAN  
 BUVPB25111), wife of Late Ashok Bhuiya, by faith Hindu,

Subir Kumar Mal

SUNRISE ERECTORS PVT. LTD.

Md. Sultan  
 Managing Director

32655

08 OCT 2016

BL. No. .... DATE .....

NAME .....

ADD. ....

AMT. ....

Sukir Kumar Mal & another  
Nandampur, Bridge Bridge  
Kolkata - 700134

- Sukir Kumar Mal



5705

- Sukir Kumar Mal



5706

- Rita Bhuiya



5707

M. Sultou



Saminan Banerjee  
Advocate  
Alipore Judges' Court  
Kolkata-700027.

District Sub-Registrar-II  
Alipore, South 24 Parganas

10 OCT 2016

*Rohit*  
MOHINDER SINGH  
LICENSING OFFICER  
KOLKATA REGISTRATION OFFICE

by occupation Housewife, residing at 87/2, Halderpara Road, Budge Budge, 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, representatives, nominees and assigns) of the **FIRST PART**.

**A N D**

**M/S. SUNRISE ERECTORS PVT. LTD.**, (PAN AARCS0088A) a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Police Station Watgunge, Kolkata - 700 023 and represented by its Managing Director **MOHAMMED SULTAN** (PAN AEPBM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, 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 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, in the District South 24 Parganas, Kolkata 700 137 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 common passage measuring **13 Chittacks 5 Square Feet**) together with the **structure** measuring **300**

*Subir Kumar Mal*

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*M. Sultan*  
Managing Director



District Sub-Registrar  
Alipore, South 24 Parganas

10 OCT 2016

**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 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. 24/3 and 24/4, Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur within 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. 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 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

*Subir Kumar Mal*

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*  
Managing Director

D. S. R. - II, Alipore , District South 24 Parganas which is morefully described in the Schedule 'A' hereunder written.

AND WHEREAS thus 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 with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto 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, (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  $3/4^{\text{th}}$  share of the land measuring 3 Cottahs

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*Md. Sultan*

Managing Director

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 with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto 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 Owner of the entire plot of land measuring 3 Cottahs (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 0 Chittack 0 Square Foot a little

*Sulkin Kumar Mal*

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*M. L. Sultana*

Managing Director

more or less together with land for common passage lying and situated in part of R.S. Dag No. 755, L. R. Dag No. 960 Mouza Garhbhukta Nandanpur, under Khatian No. 735, Touzi No. 353, J. L. No. 8, 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.

**AND WHEREAS** thus said Smt. Rita Bhuiya become the sole and absolute owner in respect of ALL THAT piece and parcel of land measuring 6 Cottahs 0 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 with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto 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 from Sri Lalit Mohan Halder, Sri Shibani Prasad Halder, Sri Kamal Krishna Halder all of 73, Halder Para, Budge Budge.

**AND WHEREAS** the properties of said Subir Kumar Mal and Smt. Rita Bhiya were contiguous and adjoining to each other and the

*Subir Kumar Mal*

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*M. Sultan*

Managing Director



parties hereto have mutually agreed to amalgamate the said properties into a single units and by a Deed of Exchange bearing date 08.08.2014 said Subir Kumar Mal and Smt. Rita Bhuiya duly executed a Deed of Exchange and 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 Deed of Exchange the aforesaid property of the party of the first part 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 first party herein applied before the B.L. & L.R.O. for mutation of name and for amalgamation of the five L. R. Khatians being Khatian Nos. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1.

AND WHEREAS the assessment mutation department Budge Budge Municipality and B.L. & L.R.O., Government of West Bengal after having gone through the documents which were filed and tendered by both the parties and after inspection of the Schedule Properties of the Agreement and this fully satisfied regarding the title, possession of the Party of the First Part 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

Subir Kumar Mal

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M. Sultan

Managing Director

said property has been recorded under 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 land comes to 17 (Seventeen) Cottahs a little more or less and 1 Cottah 15 Chittacks 5 Square feet for drain and common passage in total **18 Cottahs 15 Chittacks 5 Square Feet** (land measuring 17 Cottahs plus the land of drain and common passage 1 cottah 15 Chittacks 5 Square Feet) together with structure measuring 840 Square Feet made of brick of tile shed standing thereon, lying and situated at Mouza Garhbhukta Nandapur, Touzi No. 553, R. S. No. 33, in part of R. S. Dag No. 755, J. L. No. 8, District 24 Parganas, now South 24 Parganas Sub Registry Alipore, **Police Station Budge Budge** previously 1.. R. Khatian Nos. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1, within  **Holding No. 24/3, Shahid Khuridam Bose Road, Kolkata 700 137, within Budge Budge Municipality Ward No. 12.**

**AND WHEREAS** the parties herein decided to developed their said property by a competent developer who could complete the proposed project at the said **First Schedule Premises** with his men, money and effort.

**AND WHEREAS** considering the terms and conditions of the offer made by the Developer herein the Owners have accepted the said terms and conditions and has been entering into this Agreement.

**AND WHEREAS** after due consideration of the pros and cone of the proposed project and after several sittings and meetings held between the First Part and Second Part herein they have agreed upon some terms and conditions for the proposed development work at the First

*Subir Kumar Mal*

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*

Manager

Schedule Property which have been recorded in this Agreement to avoid future misunderstanding amongst the Parties herein.

**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 no one else who has got any right, title, interest, claim or demand in any nature whatsoever and/o howsoever over the said property or any part thereof.
- (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 :**

*Sukbir Kumar Mal*

SUNRISE ERECTORS PVT. LTD.

*M. Sattan*  
Managing Director

1.1 **OWNERS** : shall mean and include the said (1) **SRI SUBIR KUMAR MAL** son of Sri Sudhir Kumar Mal, by faith Hindu, by occupation Business, by Nationality Indian, residing at 185/1, Dharmatola Road, Police Station Budge Budge, District South 24 Parganas, Kolkata - 700 137 and (2) **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 including their respective heirs, executors, administrators, representatives, nominees and assigns.

1.2 **DEVELOPER** : shall mean **M/S. SUNRISE ERECTORS PVT. LTD.**, a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Police Station Watgunge, Kolkata - 700 023 and represented by its Managing Director **MOHAMMED SULTAN**, son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, 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** land measuring in total **17 Cottahs 0 Chittack 0 Square Foot** and **1 Cottah 15 Chittacks 5 Square Feet** drain and common passage in total **18 Cottahs 15 Chittacks 03 Square Feet** more or less 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 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**,

*Subir Kumar Mal*

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*



2560/1, 1118/2, 130/1 and 2550/1, within Holding No. 24/3, Shahid Khudiram Bose Road, Kolkata 700 137, in the District South 24 Parganas at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, within within Ward No. 12 of Budge Budge Municipality.

1.5 **NEW BUILDING** : shall mean G+4 or more storied building to be constructed for residential and commercial use named "SIGHT VIEW COMPLEX" and as per Plan to be 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 provision 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 Maheshtala 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

Sukir Kumar Mal

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*  
Managing Director

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 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 :- **11430 Square Feet** covered area out of the total FAR to be share by said by the Owners namely, Sri Subir Kumar Mal and Smt. Rita Bhuiya jointly. The said Owners' allocation of 11430 Square Feet covered area to be divided in 11 (eleven) numbers self contained Flat and Ground Floor area in the following manner :-

- (1) One Self contained Flat being Flat No. 2G, in the Second Floor, Southern side, measuring 1100 Square Feet more or less Covered area.
- (2) One Self contained Flat being Flat No. 2H, in the Second Floor, Northern Side measuring 850 Square Feet more or less Covered area.

*Subir Kumar Mal*

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*Md. Sultan*  
Managing Director



- (3) One Self contained Flat being Flat No. 4E, in the Fourth Floor, Southern Side measuring 800 Square Feet more or less Covered area.
- (4) One Self contained Flat being Flat No. 4F, in the Fourth Floor, Northern side measuring 850 Square Feet more or less Covered area.
- (5) One Self contained Flat being Flat No. 4A, in the Fourth Floor, Northern Side measuring 800 Square Feet more or less Covered area.
- (6) One Self contained Flat being Flat No. 1C, in the First Floor, Southern Side measuring 735 Square Feet more or less Covered area.
- (7) One Self contained Flat being Flat No. 4D, in the Fourth Floor, Southern Side measuring 735 Square Feet more or less Covered area.
- (8) 1780 Square Feet covered area on the Ground Floor under the Flat Nos. 1D, IE and IF of the First Floor.
- (9) One Self contained Flat being Flat No. 1A, in the First Floor, Southern Side measuring 800 Square Feet more or less Covered area.
- (10) One Self contained Flat being Flat No. 1B, in the First Floor, Northern Side measuring 700 Square Feet more or less Covered area.
- (11) One Self contained Flat being Flat No. 4C, in the Fourth Floor, Southern Side measuring 820 Square Feet more or less Covered area.
- (12) One Self contained Flat being Flat No. 4B, in the Fourth Floor, Northern Side measuring 596 Square Feet more or less Covered area.
- (13) 864 Square Feet Covered area on the Ground Floor under the Flat No. 1C, of the First Floor.

and

A sum of Rs. 4,00,000.00 (Rupees Four Lakh) only as the refundable advance (Rs. 2,00,000.00 Rupees Two Lakh Each) to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building failing which the Developer will not handover the Owners' Allocation to the Owners and may claim damage for the delayed period of refund from the Owners.

*Surbir Kumar Mal*

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*  
Managing Director

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.

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.

Sukir Kumar Mal

SUNRISE ERECTORS PVT. LTD.

*M. Sullan*

Managing Director



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.

3.4 That the Owners hereby agree to deliver peaceful vacant possession of the First Schedule property immediately after execution of the Agreement and for the purpose of Development of the Schedule property.

3.5 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

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*M. Sultan*

Managing Director

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.

3.6 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.

3.7 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.

3.8 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, 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 with

Sukir Kumar Mal

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

sanctioned Building Plan, 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 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.

3.9 That the Owners hereby undertake to render all co-operation to the Developer for sale of the Developer's allocation by signing all agreements, sale deed, etc., as and when to be asked for by the Developer. If due to non Co-Operation on the part of the Owners or for any willful act done by the Owners the Developer could not sale the flats of the Developer's Allocation, in that event, the Owners shall be liable to pay damage to the Developer.

3.10 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 in which Owners shall have no claim in all material time in future.

*Subir Kumar Mal*

SUNRISE ERECTORS PVT. LTD.

*Md. Sultan*

## 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 obtaining sanction Plan from the Budge Budge Municipality and getting vacant possession of the said

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*Md. Sallan*

Managing Director



Premises from the Owners whichever will be later. The Plan for new building shall be sanctioned by the Developer within 12 (Twelve) months from the date of entering into this Development Agreement save and except force majeure. 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.

4.5 In case of delay in delivery of Owners' allocation or for completion of the project within the stipulated period as aforesaid, the Developer will be liable to pay @ Rs. 5,000/- per month for the delayed period and the same will be adjusted from the security deposit of the Developer lying with the Owners.

4.6 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 card 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

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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 Maheshtala Municipality and other outgoing charges of the said Premises till the date 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.
- 5.4 The Owners will find a suitable shifting place for themselves and the Developer will arrange for shifting of the Owners for the interim period of construction at their cost within 3 (Three) kilometers surrounding the said Premises.

#### ARTICLE : VI

#### DEALINGS OF SPACE IN THE BUILDING

- 6.1 The Developer shall on completion of the building put the Owners' nominated person in undisputed possession within the

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Owners' allocation together with the right to enjoy the common facilities and amenities with other of the 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 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.

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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 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

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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 his 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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*Md. Sultan*

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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*M. Sultana*  
Managing Director

8.4 Neither party shall transfer or permit to transfer their respective allocation unless the proposed transferee shall have given a written undertake 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

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Managing Director

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 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 as 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

#### OWNERS' 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

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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 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.

#### 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

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*M. S. Sultana*  
Managing Director

the Owners indemnified against any action, suit, claim or Court case of whatsoever nature.

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

*Sukir Kumar Mal*

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*M. Sultani*

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.

## 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 MAJURE' 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)

THAT piece or parcel of land measuring 18 Cottahs 15 Chittacks 5 Square Feet, more or less (17 Cottahs 0 Chittack 0 Square Foot and 1 Cottah 15 Chittacks 5 Square Feet for drain and common passage), together with 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 standing thereon, lying and situated at lying and situated in part of R. S. Dag No. 755, L.

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M. L. Saha

Managing Director

R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian No. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1, within Holding No. 24/3, 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 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 ;
- ON THE EAST** : By 32 Feet wide Shahid Khudiram Bose Road;
- ON THE SOUTH** : By 12 Feet wide common Road.
- ON THE WEST** : Land of Jagabandhu Goyali.

**SECOND SCHEDULE ABOVE REFERRED TO  
(Owners' Allocation)**

ALL THAT 11430 Square Feet covered area out of the total FAR to be share by said by the Owners namely, Sri Subir Kumar Mal and Smt. Rita Bhuiya jointly. The said Owners' allocation of 11430 Square Feet covered area to be divided in 11 (eleven) numbers self contained Flat and Ground Floor area in the following manner:-

*Subir Kumar Mal*

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*Md. Sultan*



- (1) One Self contained Flat being Flat No. 2G, in the Second Floor, Southern side, measuring 1100 Square Feet more or less Covered area.
- (2) One Self contained Flat being Flat No. 2H, in the Second Floor, Northern Side measuring 850 Square Feet more or less Covered area.
- (3) One Self contained Flat being Flat No. 4E, in the Fourth Floor, Southern Side measuring 800 Square Feet more or less Covered area.
- (4) One Self contained Flat being Flat No. 4F, in the Fourth Floor, Northern side measuring 850 Square Feet more or less Covered area.
- (5) One Self contained Flat being Flat No. 4A, in the Fourth Floor, Northern Side measuring 800 Square Feet more or less Covered area.
- (6) One Self contained Flat being Flat No. 1C, in the First Floor, Southern Side measuring 735 Square Feet more or less Covered area.
- (7) One Self contained Flat being Flat No. 4D, in the Fourth Floor, Southern Side measuring 735 Square Feet more or less Covered area.
- (8) 1780 Square Feet covered area on the Ground Floor under the Flat Nos. 1D, 1E and 1F of the First Floor.
- (9) One Self contained Flat being Flat No. 1A, in the First Floor, Southern Side measuring 800 Square Feet more or less Covered area.
- (10) One Self contained Flat being Flat No. 1B, in the First Floor, Northern Side measuring 700 Square Feet more or less Covered area.
- (11) One Self contained Flat being Flat No. 4C, in the Fourth Floor, Southern Side measuring 820 Square Feet more or less Covered area.
- (12) One Self contained Flat being Flat No. 4B, in the Fourth Floor, Northern Side measuring 596 Square Feet more or less Covered area.
- (13) 864 Square Feet Covered area on the Ground Floor under the Flat No. 1C, of the First Floor.

and

Subir Kumar Mal

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*M. Sultan*  
Managing Director

A sum of Rs. 4,00,000.00 (Rupees Four Lakh) only as the refundable advance (Rs. 2,00,000.00 Rupees Two Lakh Each) to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building failing which the Developer will not handover the Owners' Allocation to the Owners and may claim damage for the delayed period of refund from the Owners.

The adjustable advance to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building, in alternative the Developer may realise the said advance bearing no interest by selling a portion of Owners' allocation to recover the said adjustable advance.

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.

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 land and common areas facilities and amenities attached with the proposed building.

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## FOURTH SCHEDULE ABOVE REFERRED TO

### (Specification of construction)

**STRUCTURE** : R. C. C. frame structure with 1<sup>st</sup> class Steel Rods, Ultra-Tech/ACC/Lafarge/Century cement, 1:2:4.

**PLASTER** : 3"/4" thick, cement mortar 1:5.

**EXTERIOR** : Latest weatherproof non-fading Acrylic exterior finish paints.

**DOORS** : Wooden frame, seasoned and treated wooden frames and ply flush door with Godrej latches and bolts only main gate.

**INTERNAL FINISH** : Plaster of paris.

**WINDOWS** : Aluminium sliding hinge windows with glass shutters.

**FLOORING** : Tiles in living, dining, bed rooms, tile in kitchen, ceramic tiles in toilets.

**KITCHEN** : Black Stone Platform with Granite on top and stainless steel sink. Wall tiles up to 2 (Two) feet height above counter.

**TOILET** : Concealed plumbing and GI pipe line white sanitary ware together with hot and cold water line in all toilets, Indian type and commode, wall tiles up to 6' feet height.

**ELECTRIC** : (a) Concealed PVC pipe with copper wiring of ISI makes, mains etc.

(b) Two light points, One Fan point, One 5 Amp. point and One A.C. point, TV/Telephone point in all bed rooms and living and dining area.

(c) One 15 Amp. Geyser point in all toilets.

(d) One light point, One 5 Amp. point and exhaust fan point in kitchen, One for water purifier.

**WATER SUPPLY** : Municipal water supply complete with overhead tank, underground reservoir and suitable pump.

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*M. Sultan*

Managing Director

LIFT : One 4 passenger lift will be provided in the said building.

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

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. Sanjay Das  
178/2 Dharmatula Road  
Budge Budge Kol-700137

Sukir Kumar Mal  
Rita Bhuiya

(SIGNATURE OF THE OWNERS)

2. Ranita Halder  
73/B, Halder Para Road,  
Budge Budge.

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Md. Sultan  
Managing Director

(SIGNATURE OF THE DEVELOPER)

## MEMO OF CONSIDERATION

RECEIVED by the sum of Rs. 4,00,000/- (Rupees Four Lakh) 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.)
387530	10.01.2015	Canara Bank SME Branch	1,00,000.00
387531	25.01.2015	Canara Bank SME Branch	1,00,000.00
Drawn in favour of Subir Kumar Mal			
387533	10.01.2015	Canara Bank SME Branch	1,00,000.00
387534	25.01.2015	Canara Bank SME Branch	1,00,000.00
Drawn in favour of Smt. Rita Bhuiya			
		Total :	4,00,000.00

(Rupees Four Lakh) only

Subir Kumar Mal

WITNESSES

1. Sanjib Das

Rita Bhuiya

2. Ravita Halder.

(SIGNATURE OF THE OWNERS)

Drafted by  
*Sauviram Ranjita*  
 Advocate,  
 Alipore Judges' Court,  
 Kolkata - 700 027.

Typed by

*Purnendu Mondal*  
 NEW VIJAYA  
 10, Old Post Office Street,  
 Kolkata - 700 001.



**Government Of West Bengal**  
Office Of the D.S.R. - I SOUTH 24-PARGANAS  
District:-South 24-Parganas

**Endorsement For Deed Number : I - 11125 of 2014**  
(Serial No. 11213 of 2014 and Query No. 1602L000020666 of 2014)

**On 10/10/2014**

**Presentation(Under Section 52 & Rule 22A(3) & 16(1) W.B. Registration Rules, 1962)**

Presented for registration at 18.20 hrs on :10/10/2014, at the Private residence by Subir Kumar Mal , one of the Executants.

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

Execution is admitted on 10/10/2014 by

1. Subir Kumar Mal, son of Sudhir Kumar Mal , 185/1, Dhramatola Road, Thana:-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137, By Caste Hindu, By Profession : Business
2. Rita Bhuiya, wife of Lt. Ashok Bhuiya , 87/2, Halderpara Road, Thana:-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137, By Caste Hindu, By Profession : House wife
3. Mohammed Sultan  
Director, M/s Sunrise Erectors Pvt. Ltd., 11/1, Paddapukur East Lane, Thana:-Wattgunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700023.  
, By Profession : Business

Identified By Samiran Banerjee, son of , Alipore Judges Court, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Advocate.

( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

**On 19/10/2014**

**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.-85,87,556/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

**On 20/10/2014**

**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 : 5, 5(f), 53 of Indian Stamp Act, 1899

**Payment of Fees:**

Amount by Draft



( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

20/10/2014 : 2249110

Endorsement Page 1 of 1



Government Of West Bengal  
Office Of the D.S.R. -II SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 11125 of 2014  
(Serial No. 11213 of 2014 and Query No. 1602L000020666 of 2014)

Rs. 4442/- is paid , by the draft number 036867, Draft Date 09/10/2014, Bank Name State Bank of India, KIDDERPORE, received on 20/10/2014

( Under Article : B = 4389/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 20/10/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 5050/- is paid , by the draft number 036866, Draft Date 09/10/2014, Bank : State Bank of India, KIDDERPORE, received on 20/10/2014

( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II




( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

Certificate of Registration under section 60 and Rule 69.

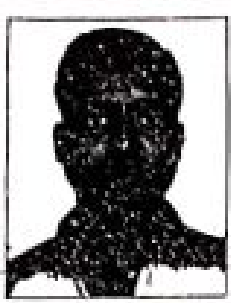










Registered in Book - I  
CD Volume number 15  
Page from 2765 to 2804  
being No 11125 for the year 2014.



(Malay Chakraborty)  21-October-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. -II SOUTH 24-PARGANAS  
West Bengal

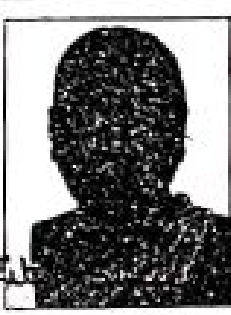

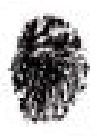



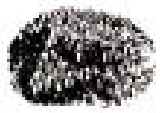






Sub

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

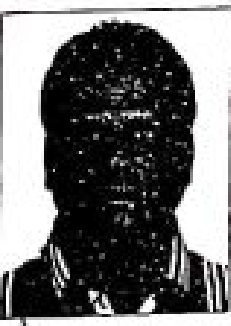





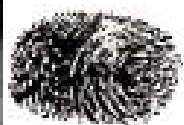


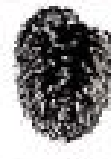

Name SUBIR KUMAR MAL  
 Signature Subir Kumar Mal

Rita

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

Name RTIA BHUIYA  
 Signature Rita Bhuiya

Md

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

Name MOHAMMED SULTAN  
 Signature Md. Sultan

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

Name .....  
 Signature .....



*[Signature]*  
District Sub-Registrar-II  
Alipore, South 24 Parganas

10 OCT 2014