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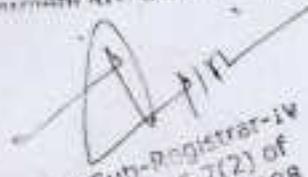


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provided that the document is admitted to registration, the signature sheets and the endorsement sheets attached with the document are part of this document.


 District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas
19 FEB 2016

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT made this the 19th day of February, Two Thousand Sixteen of the Christian era, **BETWEEN** (1) **ABDUL KHALEK MONDAL**, son of Late Abdul Jabber Mondal, aged about 46 years, by religion Muslim, nationality - Indian, by occupation - Business, having PAN AYLPM5012F, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur

Kolkata - 700 103, District - South 24 Parganas, West Bengal,

(2) BADRA ALAM MONDAL, son of Ramjan Ali Mondal, aged about 36 years, by religion Muslim, nationality - Indian, by occupation - Business, having **PAN BGEPM1431L**, residing at Jagannathpur, Post Office - R.K. Pally, Police Station - Sonarpur, Kolkata - 700 150, District - South 24 Parganas, West Bengal,

(3) NAJIR HOSSAIN MOLLICK, son of Yousuf Ali Mollick, aged about 36 years, by religion Muslim, nationality - Indian, by occupation - Business, having **PAN APFPM5408J**, residing at Jagannathpur, Post Office - R.K. Pally, Police Station - Sonarpur, Kolkata - 700 150, District - South 24 Parganas, West Bengal,

(4) NASIR SARDAR, son of Kajem Sardar, aged about 31 years, by religion Muslim, nationality - Indian, by occupation - Business, residing at A 26, Sukanta Pally, M.G. Road, Post Office - Sukanta Pally, Police Station - Thakurpukur, Kolkata - 700 082, District - South 24 Parganas, West Bengal, **(5) ABUL**

KALAM HALDER, son of Late Ramjan Ali Halder, aged about 48 years, by religion Muslim, nationality - Indian, by occupation - Business, having **PAN ADWPH6545G**, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal.

(6) AYUB HALDER, son of Late Kadar Bux Halder, aged about 47 years, by religion Muslim, nationality - Indian, by occupation - Business, having **PAN ADOPH3044G**, residing at Kusumba

Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, hereinafter jointly referred to as the '**OWNERS**' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their respective heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**;

AND

BANAJ DEVELOPERS PRIVATE LIMITED, PAN - AAFCB1198L, a Company registered under the Companies Act, 1956, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3rd floor, Post Office - Circus Avenue, Police Station - Shakespeare Sarani, Kolkata - 700 017, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/interest, administrators and assigns) of the **OTHER PART** being represented by one of its Directors **SHRI PIYUSH BHARTIA**, PAN - AEIPB4707M, son Late Bishwanath Bhartia, residing at 6, National Library Avenue, Post Office and Police Station - Alipore, Kolkata - 700 027, authorized and empowered to execute these presents for and on behalf of the Developer.

WHEREAS the Owners along with one Rehana Bibi, wife of Abdul Khalek Mondal, residing at Kusumba Halderpara, Post Office -

Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, are well seized and possessed of and/or otherwise sufficiently entitled to in equal shares All That the land measuring about 33.33 (thirty three point three three) Cottahs equivalent to 55 (fifty five) Decimals, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283, L. R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L.R. Khatian Nos. 3823, 3824, 3825, 3826, 3827, 3828, and 3829, Mouza - Kusumba, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, hereinafter referred to as the "said land", by virtue of the Deeds mentioned in the *Schedule 'A'* hereunder written, free from all encumbrances and have been holding the same jointly as the Owners of undivided land;

AND WHEREAS the Developer carries on business of construction of buildings and Development of properties and has got a vast and wide experience in the field of construction and/or development of properties;

AND WHEREAS the Owners were desirous of developing the said land by erecting and/or constructing building or buildings at the

said land but as the Owners have no experience in the field of construction and/or development of properties, the Owners approached the Developer and made an offer to the Developer to develop the said land by way of constructing and/or erecting multi-storied building or buildings at the said land;

AND WHEREAS the Developer accepted the aforesaid offer of the Owners and after a joint meeting held between the Owners and the Developer, the Owners have appointed the Developer herein as the sole and exclusive Developer to develop the said land by way of constructing and/or erecting and/or building multi-storied building or buildings at the said land in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned in the name of the Owners on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article - I : Definitions

In these presents unless contrary or inconsistent or repugnant thereto the following expressions shall have the following meanings:

1. **ARTICHECT** shall mean any person or persons who may be appointed by the Developer for designing and planning of the said new building or buildings.

2. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, hallways, staircases, lift, passage ways, common lavatory, pump, lighting for common spaces provided by the Developer, pump room, tubewell, overhead water tank, water pump and motor and other facilities as shall be provided by the Developer.
- 1.2 **DEVELOPER** shall mean the said Banaj Developers Private Limited, a Company registered under the Companies Act, 1956, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3rd floor, Post Office – Circus Avenue, Police Station – Shakespeare Sarani, Kolkata - 700 017, and the term also includes its successors-in-business/interest, administrators, partners, assigns and nominees.
- 1.3 **DEVELOPER'S ALLOCATION** shall mean all saleable space together with the share in the car parking space/garage together with the share in the common parts and facilities together with share in the roof other than the Owners' Allocation together with the proportionate share in the land comprised in the said property and attributable to the Developer's Allocation and together with share in the open space other than the Owners' Allocation, thus the Developer's Allocation comes to 84.58%.

1.4 **GREATER PLOT** shall mean the total land area measuring about 66.66 Kathas equivalent to 110 (one hundred ten) Decimals, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L. R. Khatian Nos. 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833 and 3834, Mouza - Kusumba, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, of which the said land is an undivided part or portion, and as mentioned in Schedule "B" hereunder written.

1.5 **LAND / SAID LAND** shall mean the undivided and undemarcated land measuring about 33.33 (thirty three point three three) Cottahs equivalent to 55 (fifty five) Decimals, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283, L.R. Dag No.

2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L.R. Khatian Nos. 3823, 3824, 3825, 3826, 3827, 3828 and 3829, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, as described in the Schedule 'C' hereunder written.

- 1.6 **MASCULINE** gender shall include the feminine and neuter genders and **FEMININE** gender shall include the masculine and neuter genders and vice-versa and **NEUTER** gender shall include the masculine and feminine genders.
- 1.7 **NEW BUILDING/BUILDINGS** shall mean and include the building or buildings to be constructed or erected by the Developer at the said land as per plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned.
- 1.8 **OWNERS** shall mean the said (1) Abdul Khalek Mondal, son of Late Abdul Jabber Mondal, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, (2) Badra Alam Mondal, son of Ramjan Ali Mondal, residing at Jagannathpur, Post Office - R.K. Pally, Police Station - Sonarpur, Kolkata - 700 150, District - South 24 Parganas, West Bengal, (3) Najir Hossain Mollick,

son of Yousuf Ali Mollick, residing at Jagannathpur, Post Office – R.K. Pally, Police Station – Sonarpur, Kolkata – 700 150, District – South 24 Parganas, West Bengal, (4) Nasir Sardar, son of Kajem Sardar, residing at A 26, Sukanta Pally, M.G. Road, Post Office – Sukanta Pally, Police Station – Thakurpukur, Kolkata – 700 082, District – South 24 Parganas, West Bengal, (5) Abul Kalam Halder, son of Late Ramjan Ali Halder, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, (6) Ayub Halder, son of Late Kadar Bux Halder, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, and the term also includes their respective heirs, successors, legal representatives, executors, administrators and assigns.

- 1.9 **OWNERS' ALLOCATION** shall mean 2.57% share for each of the Owners (totalling to 15.42%) in the total saleable space together with the share in the same ratio in the car parking space together with the share in the same ratio in the common parts and facilities together with the share in the same ratio in the roof together with the share in the same ratio in the land comprised in and attributable to the

Owners' Allocation together with share in the same ratio in the open spaces.

- 1.10 **PLAN** shall mean the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned in the name of the Owners including any modification and/or revision and/or attachments thereof.
- 1.11 **SALEABLE SPACE** shall mean the constructed space in the new building or buildings available for independent common use and occupation including the car parking spaces after making due provisions for the space required for common facilities and amenities.
- 1.12 **SINGULAR** number shall include the plural number and vice-versa.
- 1.13 **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said new building/buildings more fully and particularly mentioned in the **Schedule 'D'** hereunder written.
- 1.14 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a

multi-storied building to the purchasers and/or the transferees thereof.

ARTICLE - II : COMMENCEMENT AND DURATION

- 2.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall, save as otherwise provided, remain in force until the respective obligations of the parties are discharged or is terminated in the manner hereinafter provided.

ARTICLE - III : OWNERS' REPRESENTATION

- 3.1 The said land is free from all encumbrances, charges, liens, lispendens, and attachments whatsoever and howsoever.
- 3.2 All expenses towards government rates, taxes and outgoings relating to the Owners' share in the said land prior to the date of commencement of the development work have been and/or shall be the responsibility and on account of the Owners and have been and/or shall be paid and discharged by the Owners and in the event the Developer pays and/or meets any such expense or expenses then the same shall be reimbursed by the Owners within 30 days from the date of demand being made by the Developer in this behalf and failure to make such reimbursement by the Owners shall

entitle the Developer to charge interest at the rate of 24% per annum on such unpaid amount of reimbursement and to hold and/or retain and sell such area out of the Owners' Allocation (not being the car parking space) as would be equivalent to such sum of reimbursement alongwith interest taking the price of the area at the rate of the opening booking of the area in the newly constructed building or buildings.

- 3.3 Any payment as shall be payable by the Owners under this Agreement or otherwise shall be paid and meted out by the Owners and if any such payment or payments is made by the Developer, the same shall be on account of the Owners and shall be reimbursed by the Owners within 30 days from the date of demand being made by the Developer in this behalf and failure to make such reimbursement by the Owners shall entitle the Developer to charge interest at the rate of 24% per annum on such unpaid amount of reimbursement and to hold and/or retain and sell such area of the Saleable Space (the constructed space only with proportionate share in the common portions and the land underneath not being the car parking space) out of the Owners' Allocation as would be equivalent to such sum of reimbursement alongwith interest taking the price of the

area at the rate of the opening booking of the area in the newly constructed building or buildings.

3.4 It is made clear that the Developer is entering into this agreement based on the representations and warranties and assurances of the Owners and the Developer hereby reserves the right to terminate and/or cancel and/or rescind this agreement if the said land is found to be encumbered in any manner whatsoever. In that event the provisions of Article (XI) hereunder shall apply mutatis mutandis with such variations and modifications as would be required.

3.5 During subsistence of this Agreement the Owners assure that they shall not approach and/or offer and/or appoint any person and/or organisation and/or any Firm, Institution, Company and/or Association of Persons to develop the said land or any part thereof nor shall they transfer and/or alienate the said land and/or their share in the said land or any part thereof to any person and/or organisation and/or any Firm, Institution, Company and/or Association of Persons whether by way of sale, lease, mortgage, gift, exchange or otherwise other than the Developer herein and/or its nominee or nominees and the Owners shall not create any encumbrance and/or third

party interest in the said land and/or any part thereof in any manner whatsoever.

ARTICLE - IV : DEVELOPER'S RIGHTS

- 4.1 The Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon the said land the new building or buildings thereon solely at its own costs and expenses in accordance with the plan to be sanctioned by the Rajpur-Sonarapur Municipality and/or any other competent authority or authorities concerned with or without any amendment and/or modifications thereon made or caused to be made by the Developer hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanctions from the appropriate authorities shall be prepared and submitted by the Developer at its own cost and expenses on behalf of and in the name of the Owners and the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said land PROVIDED, HOWEVER, the Developer shall be exclusively entitled to refunds of any or all payments and/or deposits made by the Developer in this behalf.

- 4.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer, unless be mentioned, other than an exclusive licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building or buildings in the manner hereinafter stated.
- 4.4 The Developer may assign its rights and obligations under this agreement to any other person or persons and/or company or companies and/or institution or organisations and the Developer shall also have the right and authority to take any other person or persons and/or company or companies and/or institution or organisations with it as its associate or associates, in any manner whatsoever, for the purpose of carrying on its rights and fulfilling its obligations under this agreement and for that purpose the Owners give their full consent to the Developer.
- 4.5 The Developer shall be entitled to borrow money and/or avail of loans from any Bank or Banks and/or financial institutions and/or private money lending agencies and/or may take partners or associates as would be deemed fit and proper by the Developer for developing and/or carrying out

the construction at the said lands, whether as project loan or development loan or otherwise, without creating any financial liability on the Owners or affecting their interest in the said land and it is being expressly understood that in no event the Owners shall be made responsible for payment of any dues of such Bank or Banks and/or Financial Institution or Institutions and/or Private Money Lending Agencies and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 4.6 The Developer may assign its rights and liabilities under this agreement to any one at its discretion and the Owners hereby consent to any such assignment.

ARTICLE - 5 : CONSIDERATION

- 5.1 In consideration of the Owners having agreed to permit the Developer to commercially exploit the said land provided by the Owners to the extent of their share for that purpose and to construct, erect and build a new building or buildings in connection with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned the Developer shall:

- (a) make payment of all sanction fees and other amount for having the plan sanctioned by the appropriate authorities;
- (b) obtain all approvals, sanctions, consents and permissions in the names of the Owners as may be required for the purpose of sanctioning of the plan and/or for the purpose of construction of new building or buildings on the said land or for the development of the same;
- (c) incur all costs, charges and expenses for the construction, erection and completion of the new building or buildings on the said land;
- (d) allocate to the Owners the Owners' allocation as provided herein;
- (e) be entitled to and shall have the Developer's allocation as provided herein;
- (f) pay the Owners a sum of Rs. 1,00,000/- (Rupees one lac only) as premium in the manner below:

On or after sanction of the building plans of the project.

- 5.2 After completion of the new building or buildings, the Developer shall have charge and/or lien over an area not more than 6000 (six thousand) sq. ft. (Built-up) of the Saleable Space out of the Owners' Allocation as security against the amount to be invested by the Developer under this Agreement and the Owners and each of them shall, as and when called upon by the Developer, make, sign and execute necessary documents as to creation of such charge. Such charge and/or lien shall be valid and remain in force and shall not be discharged in full until all documents, papers, forms, agreements and deeds as would be required by the Developer to be signed and executed by and in the name of the Owners in respect of the saleable space of the Developer's allocation are made or done by the Owners to the satisfaction of the Developer.

ARTICLE - VI : PROCEDURE

- 6.1 The Owners shall render all assistance to the Developer for initiating and carrying out and causing completion of all the works for conversion of the character or nature of user of the said land and for this purpose, as and when required and/or asked for by the Developer, the Owners shall sign, make and execute all such forms, papers, applications, undertakings and/or documents as would be required

and/or asked for by the Developer from time to time and further the Owners shall also execute a registered power of attorney to the Developer and/or its nominee or nominees as and when required by the Developer for this purpose.

6.2 It is hereby clarified that the said land is an undivided part or portion of the Greater Plot and the Owners of the rest undivided part or portion of the Greater Plot are the following persons and/or organisations:

- (i) DAFFODIL TOWER PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (ii) PANCHSREE REALTORS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (iii) SIDHIMANGAL COMPLEX PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (iv) PREMKUNJ ENCLAVE PRIVATE LIMITED, a Company registered under the Companies Act, 1956,

- having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (v) SANKATSATHI PROPERTIES PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (vi) SHIV PARIWAR REAL ESTATE PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (vii) BRIGHTFUL RESIDENCY PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017.

6.3 The Owners hereby give unconditional authority, power and permission to the Developer to develop the said land together with the part of the said Rehana Bibi in the said land and/or also together with the rest undivided part or portion of the Greater Plot, if the Developer intends to do so, and in such event the said land and the rest portion of the Greater Plot or any part or portion of it may be developed by the Developer as a whole and, if required, the Developer

may cause amalgamation of the said land with rest portion of the Greater Plot or any part of it and may enter into agreement or agreements with the other owners or any of them of the rest portion of the Greater Plot and/or with the said Rehana Bibi on such terms and conditions as the Developer thinks fit and proper and the Owners herein ratify the same and/or assure the Developer to ratify the same without any protest or objection and, If called upon by the Developer, shall make, sign and execute all or any documents, papers, forms and deeds including the plan to be submitted to the Sonarpur-Rajpur Municipality and/or any other authority or authorities concerned for sanction that may be required for the purpose of developing the said land and the rest portion of the Greater Plot and the part of the said land belonging to Rehana Bibi, whether as a whole or separately, and in that event and always the claim and/or the rights of the Owners under these presents shall be restricted to their share in the said land only and not otherwise, whether as a whole or in proportion, as the case may be.

- 6.4 The Owners shall grant to the Developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining necessary permissions and sanctions from different authorities in connection with

the construction of the new building or buildings including sanction of plan for the new building or buildings in the name of the Owners and also for pursuing and following up the matter with the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned and for booking of saleable area/space out of Developer's Allocation and that part of the Owners' Allocation as specified in this Agreement or as shall be indicated by the Owners from time to time.

6.5 The Owners shall, as and when required and asked for by the Developer, sign, execute, do, perform, make all such documents and papers required for obtaining necessary permissions from the authority or authorities concerned including application for sanction plan and for doing all jobs in connection with the Development work at the said land from time to time.

6.6 Save as otherwise provided in this Agreement, the Developer shall bear and pay all the government taxes and other taxes related to the share of the Owners in the said land immediately from the date of signing of this Agreement till the date of handing over the Owners' Allocation to the Owners after completion of the said new building or buildings. The Owners shall bear and pay all the taxes and

outgoings related to the Owners' Allocation from the date of taking over possession of Owners' Allocation in terms of Clause (9.2) hereinafter contained.

ARTICLE - VII : SPACE ALLOCATION

- 7.1 Immediately after sanction of the said plan by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned the Owners and the Developer shall mutually divide the space allocated to each other and it has been agreed that the said space allocation shall be made equitably and reasonably on pro-rata basis on each and every floor of the said proposed new building or buildings. Any shortfall in the Owners' Allocation shall be meted out by the Developer after completion of the building or buildings at the said land in terms of money payable at the rate on which the booking of the units/flats in the said proposed building or buildings shall be opened.
- 7.2 Upon allotment of the spaces by the Developer to the Owners in terms mentioned herein above, the Developer shall raise invoices for service tax, chargeable on the Owners' share/allotment on the prevailing rates and the Owners shall reimburse the same to the Developer.
- 7.3 In the event the Owners failing to pay their respective rates and taxes until their allotment is separately assessed and

always for the common portions, any liability including any fine, penalty and likewise as may be levied by the authorities concerned as also all expenses that may be incurred by the Developer regarding the same, it shall be entirely borne and reimbursed by the Owners.

- 7.4 The **OWNERS** being entitled to free of cost of construction to their allocation as aforesaid shall be entitled to transfer the same in any manner whatsoever subject, however, to the provisions contained herein.
- 7.5 The **DEVELOPER** being entitled to its allocation as aforesaid shall be entitled to enter into agreement for sale and/or transfer in respect of the Developer's Allocation in any manner whatsoever for which no further consent of the Owners shall be required and it is being expressly agreed and understood that if at any time the Developer requires the consent of the Owners, the Owners shall be bound to sign and execute such agreements, deeds, indentures, papers and documents as may be necessary or be required.
- 7.6 In so far necessary, all dealings and/or transfer by the Developer in respect of the saleable space and proportionate, undivided, non-divisible land comprised in the said new building or buildings as proportionate to the saleable area/space of the Developer's Allocation shall be in

the name of the Owners for which purpose the Owners undertake to execute a General Power of Attorney in favour of the Developer and/or its nominee or nominees in the form and manner reasonably required by the Developer from time to time and shall also sign such Deeds, documents, instruments, papers, etc. as would be required by the Developer from time to time to effect any such dealings and/or transfer.

- 7.7 After the Owners' Allocation is ready and being called upon by the Developer to do so the Owners shall, wherever required and called upon by the Developer, execute the deed or deeds of conveyance in respect of the Developer's Allocation along with the land attributable to the Developer's Allocation or any part thereof in favour of the Developer and/or its nominee or nominees provided that in case the Owners do not complete and/or execute such deed or deeds of conveyance within reasonable time according to the Developer then the Owners and/or any of them shall not complete and/or execute any deed of conveyance in favour of their own nominee or nominees in respect of the Owners' Allocation or any part thereof until all the deeds of conveyance required by the Developer are executed and/or completed by the Owners

7.8 It is hereby expressly agreed and declared that the Developer shall remain fully responsible in respect of the agreements for sale to be entered into with the various purchasers in respect of the Developer's Allocation and/or such part or portion of the Owners' Allocation as the Owners direct and in no event the Owners shall be liable or responsible for any liability or refund whatsoever or howsoever unless the same is a resultant of any act of the Owners and the Developer agrees to indemnify and keep the Owners indemnified against all actions, suits and proceedings, costs, charges and expenses in respect thereof and this provision shall apply vice versa.

7.9 The Owners shall bear and pay the taxes, rates, charges and outgoings for the portions allotted to them after receiving possession of such portion/portions from the Developer and the Developer shall bear and pay all taxes, rates, charges and outgoings related to the portions allotted to it as Developer's Allocation.

ARTICLE - VIII : BUILDING

8.1 The Developer shall at its own costs construct, erect and complete the New Building or Buildings at the said land in accordance with the sanctioned plan as per the specification described in the Schedule 'D' hereunder

written with first class materials and workmanship and the said New Building or Buildings shall be completed unless the Developer is prevented by the circumstances beyond its control within (60) months from the date of receiving the sanctioned plan. The preparation and submission of plan for sanction shall be done by the Developer only after completion of the process of mutation and handing over possession of the said land to the Developer by the Owners or within such time as may be extended from time to time.

8.2 Subject as aforesaid the decision of the Developer regarding the quality of the materials shall be final and binding upon the parties herein and the said New Building or Buildings will be constructed, erected and completed in accordance with the specifications, details whereof are mentioned in the Schedule 'D' hereunder written.

8.3 The Developer may, if it thinks fit and proper, install and erect in the said new Building or Buildings at its own costs lifts, generators of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity, overhead/underground reservoir, electrification, present electric connection from the WBSEDCL and until the permanent connection is obtained, a temporary electric

connection, subject to payment by the respective users on proportionate basis, shall be provided and other facilities as are required to be provided in a residential and/or multi-storied building in the State of West Bengal having self-contained apartments and constructed for sale of flats therein/spaces on ownership basis and as mutually agreed and also a common lavatory/bathroom on the ground floor for use by the staffs.

8.4 The Developer shall be authorised in the name of the Owners in so far as is necessary to apply for temporary connection of electricity to the New Building or Buildings and other inputs and facilities required for the construction or for the better enjoyment of the building or buildings for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a Power of Attorney and other documents of authority as shall be required by the Developer from time to time.

8.5 The Developer and/or its transferee/transferees shall be entitled to have permanent electricity connection or connections and the transformer required thereof in the said new building or buildings in its own name and/or in the name of its transferee/transferees, as the case may be, after completion of construction of such building or

buildings and the Owners hereby give their consent to such obtainment of permanent electricity by the Developer and/or its transferee/transferees and the Owners hereby agree and confirm that they shall sign and execute all such papers and documents as would be required by the Developer and/or its transferee or transferees from time to time for the purposes mentioned in this clause.

- 8.6 The Developer shall, at its own costs and expenses, construct and complete the new building or buildings and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 8.7 The Developer shall have the exclusive right to appoint architect, builder and/or any other person or persons and/or organisation or organisations, whether technical or otherwise, for the purpose of construction and/or development in the said land and the Owners shall have no say in these matters and the decision of the Developer shall be final and binding upon the Owners.
- 8.8 All costs, charges and expenses including Architect's fees shall be discharged by the Developer.

- 8.9 Service Tax liability, if any, and/or any other tax liability irrespective of any period after execution of this Agreement, shall be borne by the Owners and the Developer in proportion to their respective allocations.
- 8.10 The Owners shall not cause any obstruction or interference in the Developer continuing with the construction, erection and completion of the said new building or buildings.
- 8.11 The Developer shall, unless prevented by circumstances beyond its control, complete the building or buildings within a minimum period of 60 (sixty) months from the date of obtainment of the sanctioned plan or within such extended time as may be agreed upon between the parties herein unless the Developer is restrained by any unforeseen circumstances or by any act or incident beyond control of the Developer in which case the aforesaid time period of 60 (sixty) months shall be extended by the parties herein to such reasonable period as would be required for the purpose.

ARTICLE - IX : COMMON FACILITIES

- 9.1 The Developer shall pay all rates and taxes including service charges, if any, in respect of the said land accruing due as and from the date of handing over vacant possession

of the said land by the Owners and the Owners shall, within 30 days from the date of demand being made by the Developer, reimburse the Developer to the extent of their share of such rates and taxes including service charges.

- 9.2 As soon as the new building or buildings is or are completed including all fittings, and permanent supply of electricity and water, the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the said new building or buildings and after 30 (thirty) days from the date of service of such notice and at all times thereafter, in the event actual physical possession is not taken by the Owners within the said period of 30 days, it shall be deemed that the actual physical possession has been taken by the Owners and thereafter the Owners shall be exclusively responsible for all affairs relating to the Owners' Allocation including payment of all taxes, rates, duties, dues and other public outgoings, impositions whatsoever in respect of the Owners' Allocation and the Developer and/or its nominee or nominees shall pay taxes, rates, dues and other public outgoings or impositions whatsoever and shall be responsible for all matters relating to income-tax, wealth tax or other taxes due and/or payable in relation to Developer's Allocation only in proportion to the area allocated to the Developer as

Developer's Allocation, hereinafter referred to as the "said rates", payable respectively in respect of the Owners' and Developer's Allocation. The said rates to be apportioned pro-rata with reference to the saleable space in the said new building or buildings, if they are levied on the building or buildings as a whole.

- 9.3 If there remains any sum to be paid or reimbursed or satisfied by the Owners, whether to any authority or to the Developer, under this Agreement or otherwise, then notwithstanding anything contained elsewhere in this agreement, the Owners shall not be eligible or entitled to take actual physical possession of their allocation or any part thereof until such sum is paid or reimbursed by the Owners to the satisfaction of the Developer and save what has been entailed in this Clause the other terms of the immediately preceding Clause shall apply *mutatis mutandis* including the deeming term for physical possession by the Owners of their allocation.

- 9.4 The Owners and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all actions, claims, demands, costs, charges, expenses and proceedings

whatsoever directly or indirectly suffered or paid by either of them, as the case may be, consequential upon default by the Owners or the Developer in this behalf.

- 9.5 As from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the new building or buildings payable in respect of the Owners' Allocation. Said charges shall include proportionate share of premises (land with the new building or buildings to be constructed thereon) for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation and lift, maintenance, repair and renewal charges for bill collection and maintenance of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring pipes, electrical and mechanical equipment, switch gear, transformer, generators, pump motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, lifts, lift-shafts, garden, park-ways and other common facilities whatsoever as may be mutually agreed from time to time.

- 9.6 Any transfer of any part of the Owners' Allocation in the said new building or buildings shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities for which the Developer shall also bear for its allocation in the said new building or buildings.
- 9.7 The intending purchaser or purchasers of the unit or units in the said new building or buildings may avail of loans against the unit to be purchased by him/her/it with the prior approval of the Developer.
- 9.8 The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said new building.

ARTICLE - X : COMMON RESTRICTIONS

- 10 The Owners' and the Developer's Allocation in the said new building or buildings shall be subject to the same restrictions on transfer and use in the new building or buildings intended for the common benefits of all occupiers of the new building which shall include the following:
- (i) Neither party shall use or permit to use the said new building or buildings or any portion thereof for

carrying on any obnoxious, illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

- (ii) The Owners shall not demolish or permit demolition of any wall or other structure in their respective allocation or any other portion thereof or make any structural alteration therein without prior written consent of the Developer in this behalf.
- (iii) The Owners shall transfer or permit to transfer or enter into any agreement for transfer or any instrument of transfer of their allocation or any part of it only after:
 - (a) Notice to take possession of the Owners' Allocation is served upon the Owners by the Developer, provided that the Owners may enter into agreement for sale before issuance of Notice to take possession; and
 - (b) The Owners have paid and/or reimbursed and/or satisfied all sums as payable by the Owners to any authority and/or the Developer in terms of this Agreement; and;

- (c) The Owners have observed and performed all terms and conditions on their respective parts to be observed and/or performed by them under these presents;
 - (d) The proposed transferee of the Owners gives a written understanding to be bound by the terms and conditions of this Agreement and/or any amendment made thereto; and
 - (e) The Owners obtain 'No Objection' in writing from the Developer before and for each transfer to be effected and/or executed by the Owners out of their allocation provided that the Developer may withhold such 'No Objection' for any dues realisable from the Owners or any of them until such dues are paid by the Owners to the Developer.
- (iv) No transfer by the Owners of their allocation shall be below the rate at which units/saleable space will be transferred by the Developer and in the event this clause is violated by the Owners then the Owners shall pay to the Developer damages at the rate of the

difference by which such transfer is effected by the Owners.

- (v) Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, local authorities, etc., as the case may be, and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (vi) The respective allottees shall keep the interior and outer walls, sewerage drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling, etc. in each of their respective allocation in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other of them and/or the other occupiers of the building or buildings indemnified from and against the consequences of any breach.
- (vii) The parties herein shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any portion thereof and shall keep the Owners, Developer

and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.

- (viii) No goods or other items shall be kept by the Owners or other occupiers for display or otherwise in the corridors or other place of common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the said new building or buildings and in case any such hindrance is caused the Developer shall be entitled to remove the same at the risk and cost of the Owners or other occupiers, as the case may be.
- (ix) Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building buildings or in the compounds, corridors or any other portion or portions of the new building or buildings.
- (x) The Owners shall permit the Developer and/or its servants and agents with or without workmen and others at all reasonable times with the authority letter from the Developer to enter into land upon the Owner's Allocation and every part thereof for the

purpose of maintenance or repairing any part of the building or buildings and/or for the purpose of repairing, maintenance, 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, gas and water pipes and electric wires and for any similar purposes.

- 10.1 The Transferees of the Owners as well as the Developer shall abide by the terms of this Agreement.

ARTICLE - XI : DEFAULT

- 11.1 In the event the Owners and/or any of them fail to fulfil and/or make or makes breach of their all or any of the obligations and/or responsibilities and/or duties under this agreement the Developer may, in addition to other reliefs, cancel and/or terminate and/or rescind this agreement by giving 15 (fifteen) days prior written notice to the Owners and this Agreement shall stand cancelled and/or terminated after expiry of the aforesaid notice period of 15 (fifteen) days unless such breach is rectified by the Owners and upon termination of this Agreement under this Clause, the Owners shall pay to the Developer all the expenditure incurred by the Developer under this agreement alongwith

interest at the rate of 24% on the sum so paid and/or advanced and/or spent and/or interest due and payable along with damages assessed at Rs. 1crore within seven days from the date of cancellation and/or termination of this agreement. It is hereby stipulated that the interest as aforesaid shall be calculated from the date of payment of the sum and/or the expenses incurred under this agreement by the Developer.

11.2 The Developer may also terminate and/or rescind and/or cancel this agreement at any point of time without assigning any reason if the Developer finds it necessary and required to be done and in that event the provision of Clause (11.1) shall apply mutatis mutandis except the notice need not be sent and service of the same is dispensed herewith.

11.3 Notwithstanding anything contained elsewhere, in the event the Owners fail and/or avoid and/or neglect to pay any sum as is payable under this Agreement, then in that event the Developer shall have the right to sell such portion out of the Owners' Allocation as may be felt necessary by the Developer to meet out such unpaid sum from time to time.

ARTICLE - XII : OWNERS' INDEMNITY

- 12.1 The Owners hereby undertake that the Developer shall be entitled to the said construction (new building or buildings and the appurtenances thereto) and shall enjoy its allocated space without any interference and/or disturbance from the Owners and/or any person or persons claiming under them.
- 12.2 The Owners hereby undertake to keep the Developer indemnified against all third party claims and actions arising out of any sort of act of omission or commission of the Owners in or relating to the said land.
- 12.3 The Owners hereby undertake to keep the Developer indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Owners' action and/or inaction with regard to the said land.

ARTICLE - XIII : DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any of act of omission or commission of the Developer in or relating to the construction of the proposed new building or buildings.

13.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said land and/or in the matter of construction of the said new building or buildings and/or for any defect therein.

13.3 If any accident or mishap takes place during construction until completion of the said new building or buildings whether due to negligence or otherwise of the Developer, the Architect or their labours or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or therefrom.

ARTICLE - XIV : MISCELLANEOUS

14.1 It is understood that from time to time to facilitate the construction of the new building or buildings by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners for which specified provisions may not have been made herein and the Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be

done in the matter and the Owners shall execute and sign any such additional Power(s) of Attorney and/or authorisation as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and documents as the case may be PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe the rights of the Developer and/or go against the spirit of the Agreement.

14.2 Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served on the Owners or any of them if delivered by hand and duly acknowledged by the Owners or any of them or sent by registered post / speed post with acknowledgement due card to the addresses of the Owners or any of them as recorded in this Agreement or as will be intimated to the Developer by the Owners from time to time and this provision shall apply vice versa.

14.3 That any notice required to be served hereunder shall be deemed to have been sufficiently served on the 7th day of the date on which the same with the Addresses of the Owners is delivered to the postal authorities for transaction under Registered Post/Speed Post with acknowledgement

due card unless it is proved that the same has not been received.

14.4 The Developer shall have the power and authority to frame a scheme for the management and maintenance of the said building or buildings and/or common parts thereof. The Owners, Developer and other occupiers shall abide by all the rules and regulations of such management Society/Association/Holding Organisation and hereby give their consent to abide by the same.

14.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive licence to the Developer to commercially exploit the same in terms hereof PROVIDED HOWEVER the Developer shall be entitled to borrow money from any Bank or banks without creating any financial liability on the Co-Owner or affecting its interest in the said land and it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owners

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

14.6 The Owners have simultaneously, with the execution of these presents, handed over possession of the said land to the Developer for fulfilment of the purposes of this Agreement.

14.7 The Title Deeds as mentioned in Schedule 'A' hereunder written is presently lying with Daffodil Tower Private Limited, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata - 700 017, against mortgage created by the Owners in respect of the said land. Now the Owners with the intent to create mortgage as contemplated in this agreement bind themselves to handover those Title Deeds to the Developer and undertake to issue a letter to the said Daffodil Tower Private Limited to handover such documents to the Developer as and when asked for by the Developer and the same shall remain in custody of the Developer subject to first charge of the said Daffodil Tower Private Limited until the purposes of this Agreement are fulfilled or termination of this Agreement, whichever is earlier, provided that in the event of termination until the obligations of the Owners consequent upon termination are discharged, the said original Deeds

shall remain in joint custody of the Developer and the said Daffodil Tower Private Limited.

14.8 Any relaxation and/or extension afforded to the Owners and/or any of them by the Developer in discharge of any of the obligations and/or performance of any of the duties by the Owners and/or any of them and/or acceptance by the Developer any non-performance by the Owners and/or any of them under this Agreement shall not operate as a precedent for the Owners and/or a waiver by the Developer.

14.9 The parties hereby agree and ratify that it has been the understanding between the Owners and the said Rehana Bibi of the one part and the Developer of the other part before executing these presents that the Owners would build or construct the approach road that is the road to enter to and exit from the said land and such road shall be metal road and now as the Owners and the said Rehana Bibi have failed to fulfil their commitment and to build the approach road thereto the Developer shall be at liberty to construct such approach road, whether metal or non-metal, at the cost of the Owners and the said Rehana Bibi which cost shall initially be borne by the Developer on account of the Owners and the said Rehana Bibi and is subject to reimbursement by the Owners and the said Rehana Bibi

and so long the Owners and the said Rehana Bibi do not make payment of such sum (to the extent of the Owners' holding/ownership in the said land with the said Rehana Bibi) to the Developer and/or its nominee or nominees the Developer shall, in addition to what has been stated hereinbefore, be entitled to hold a further area of 500 (five hundred) sq. ft. (built-up) of the Saleable Space (not being the Car Parking Space) out of the Owners' Allocation in the new building at the said land and, until the construction is made, upon the said land and the Owners shall not alienate and/or part with the said land and/or their allocation in the new building at said land so long the amount as aforesaid is reimbursed by the Owners and if the Owners fail to reimburse such sum before completion of the new building at the said land to the satisfaction of the Developer then in that event the Developer shall be entitled to realize the same by way of selling saleable space from the Owners' Allocation or such part of it or such part of the said land, as the case may be, as would be required to meet the purpose and in the event of any shortfall the same shall be paid by the Owners within 15 (fifteen) days upon demand being made by the Developer in this regard and so long the

reimbursement is made, the Owners shall not be entitled to alienate and/or transfer and/or create any third party right, title or interest in any part of the said land and/or their allocation in the new building, as the case may be.

14.10 It is further agreed between the parties herein that all local hazards and/or disputes shall be looked after and meted out by the Owners along with the said Rehana Bibi at the cost of the Owners and the said Rehana Bibi and if for any reason of failure on the part of the Owners and/or the said Rehana Bibi to meet up and resist any local hazard or dispute the development is stopped, whether permanently or temporarily, and/or the Developer sustains any damage and/or loss, then the Owners along with the said Rehana Bibi shall be liable to indemnify such damage or loss to the Developer and for this purpose the provision of the immediately preceding clause shall apply with such variation as would be required for the purpose.

14.11 Reference to the said land under this agreement, wherever requires, shall always mean the extent of right, title and interest of the Owners in the said land.

ARTICLE – XV : FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable or under any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 15.2 Force Majeure shall mean acts or intervention of Government Agencies, Acts of God, injunction and/or restraint orders passed by Courts of Law, fire, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, enactments and/or any other act or omission beyond the control of the parties hereto.

ARTICLE – XVI : DOCUMENTATION

- 16.1 All the agreements and deeds for sale and/or transfer of the Owners' as well as Developers' allocations and all legal matters in connection with the said lands and the said new building or buildings shall be finalised by the advocate to be appointed by the Developer with the intent and object that the parties would like to have a uniform agreement for sale and transfer of their respective allocations in the said new building or buildings.

ARTICLE - XVII : ARBITRATION

17.1 In the event of any dispute or difference between the parties touching or arising out of or concerning this Agreement the parties shall put their efforts to resolve the same amicably and if even then the disputes and/or differences are not settled and/or resolved the same shall be referred to arbitration of a sole Arbitrator and the arbitration proceeding shall be guided by the provisions of the Arbitration and Conciliation Act, 1996, or any amendment made thereto. The arbitrator so appointed shall pass his decision in the matter as expeditiously as possible and such decision shall be final and binding upon the parties.

It is, however, made clear that while conducting the arbitration the arbitrator shall not be bound strictly to follow the provisions of the Evidence Act and/or the provisions of the Code of Civil Procedure, 1908, and the Arbitrator shall have the power to dispose of the arbitration proceeding in summary procedure.

17.2 The venue of Arbitration shall be Kolkata only.

ARTICLE - XVIII : JURISDICTION

18.1 The Courts in Kolkata only and no other Courts shall have the exclusive jurisdiction to try, determine and adjudicate.

the matters between the parties arising out of this Agreement.

: SCHEDULE 'A' ABOVE REFERRED TO:

(Description of the Title Deeds)

1. Deed of Conveyance dated 20th March 2013 being No. 03600 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. 1, CD Volume No. 8, Pages from 6923 to 6961.
2. Deed of Conveyance dated 20th March 2013 being No. 03602 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. 1, CD Volume No. 8, Pages from 6863 to 6897.
3. Deed of Conveyance dated 22nd March 2013 being No. 03711 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. 1, CD Volume No. 8.
4. Deed of Conveyance dated 21st March 2013, being No. 02735 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24

Parganas, and entered in Book No. I, CD Volume No. 5, Pages from 12790 to 12816.

5. Deed of Conveyance dated 21st March 2013 being No. 02734 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. I, CD Volume No. 5, Pages from 12761 to 12789.

: SCHEDULE 'B' ABOVE REFERRED TO:

(Greater Plot)

ALL THAT piece and parcel of undivided land measuring about 110 (one hundred and ten) decimals equivalent to 3 (three) bighas 6 (six) cottahs 10 (ten) Chittacks 25 (twenty five) sq. ft., be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, L.R. Khatian Nos. 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833 and 3834 corresponding to R.S. Khatian Nos. 1325 and 1364, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, Mouza - Kusumba, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24

Parganas, having approach road width of 24 ft. (non-metal), and butted and bounded by:

- ON THE NORTH** : Partly passage & partly land of Dag Nos.2277, 2281 & 2282;
ON THE SOUTH : Property of Dag Nos.2283/2518, 2338, 2335, 2339 & 2340;
ON THE EAST : Partly Road & partly land of Dag Nos.2284, 2285, 2332 & 2335;
ON THE WEST : Land of Dag Nos.2282, 2342, 2344 & 2345;

:SCHEDULE 'C' ABOVE REFERRED TO:

(Said Land)

ALL THAT the 6/7th share of the Owner in the undivided piece and parcel of land measuring about 33.33 (thirty three point three three) Cottahs equivalent to 55 (fifty five) Decimals, such 6/7th share being 47.14 (forty seven point one four) decimals equivalent to 28.57 (twenty eight point five seven) Cottahs, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, comprised in L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No.2337, L.R. Dag No.2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L.R. Khatian Nos. 3823, 3824, 3825, 3826, 3827, 3828 and 3829, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, being the undivided part or portion of the Greater Plot mentioned in Schedule "B" above.

:SCHEDULE 'D' ABOVE REFERRED TO:**(Specification of the Building)**

1. GENERAL : R.C.C. framed structure building as per the design of the Architect.
2. OUTSIDE WALL : 8" thick, all inside partition walls 5"/3" thick.
3. FLOORING : All Rooms, Verandah shall be laid with vitrified Tiles with skirting of 4" height .
4. FLOORS : The floors will be with Anti skid
(TOILETS) Ceramic Tiles. Inside wall of the toilet upto 6' will be covered with glazed tiles.
5. TOILET : Indian/Western pattern pan with Flush.
6. KITCHEN : Inside wall upto 2'-0" height from the top of the Cooking table shall be covered with glazed tiles, one stainless steel sink with Bib-cock will be provided in the kitchen.
7. DOOR : Doors will be flush doors with main door ..

8. WINDOW : , window will be sliding shutter of aluminium.
9. WATER LINE : All water line will be concealed of standard dimension will be provided in water connection.
10. SANITARY : All fittings i.e. pan, commode, basin, etc. will be provided from recognised brand.
11. ELECTRIC : All electric line will be concealed. Minimum two lights, one fan and one plug will be provided in each room and dining space/room, one light point each will be provided in the Toilet and the Balcony. One 15 Amp. Plug point will be provided at the Dining/Living space.
12. FINISHING : Outside finish by paints of recognised company. Inside wall will be finished by plaster of parish.

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

SIGNED AND DELIVERED

By the PARTIES above named at
Kolkata in the presence of the

Abdul Khabib Khan

Badea Alam Mondal

following WITNESSES:

1. Sumit Mondal
vill + P.O. Madhulal -
Barruipani, Pin - 743610.

2. Santam Dasgupta
872 Kamrigo Park,
KOL-84.

Najim Hassan Melliak
Naris Sankar

Abul Kalam Huda
Art Idar Day

SIGNATURE OF THE OWNERS

For SAMAJ DEVELOPERS PRIVATE LIMITED


Director

SIGNATURE WITH SEAL OF THE DEVELOPER

Drafted by me:

Sanjit K. S. Dasgupta
F. 2143/2011

Advocate
Alipore Judges' Court,
Kolkata - 700 027.

Computer printed by

See Dip Dalui
Alipore Judges' Court,
Kolkata - 700 027.



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Name : *Sub Idris*
Signature :



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Baderia Hiam Mandal



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Nojia Hasien Heliak



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Nasir Sandas

TRUE COPY

Form 60

(See third proviso to of rule 114B)

Form of Declaration to be filled by a person who does not have either permanent account number of general Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B.

1. Full name and address of the declarant Nasir Sardon at A 26, Sukanta Pally P.O. - Sukanta Pally P.S. - Thakurpally Rd. - 80
2. Particulars of transaction. - Development Agreement
3. Amount of the transaction
4. Are you assessed to tax ?
5. If yes, Yes / No.
 - i) Details of Ward/Circle/Range where the last return of Income was filed ?
 - ii) Reasons for not having permanent account number / General Index Register Number
6. Details of the document being produced in support of address in column (1)
Voter I.D. Card

Verification

1. Nasir Sardon do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the 19th day of February 20 16

Date 19/02/2016

Place Kolkata

Nasir Sardon
Signature of the declarant

Instructions : Documents which can be produced in support of the address are :

- a) Ration Card
- b) Passport
- c) Driving Licence
- d) Identity Card issued by any institution.
- e) Copy of the electricity bill or telephone bill showing residential address.
- f) Any document or communication issued by any authority of Central Government or local bodies showing residential address.
- g) Any other documentary evidence in support of his address given in the declaration.



ভারতের নির্বাচন কমিশন
ELECTION COMMISSION OF INDIA

HLG2197960

পরিচয় পত্র
IDENTITY CARD

প্রতিলিপ
Duplicate



নির্বাচকের নাম নামের সংখ্যা
Elector's Name Nasir Sardar

পিতার নাম কাজেম সর্দার
Father's Name Kajem Sardar

লিঙ্গ পুং
Sex M
১.১.২০০৭ এ বয়স ২৫
Age as on 1.1.2007 25

Nasir Sardar

District:
 4 26 सुकान्त पल्ली (केरा पुर) 122 थकुरपुर दक्षिण 24 पार्गना
 700082

Address:
 A 26 Sukanta Pally (Keora Pukur) 122 Thakurpukur South
 24 Parganas 700082

District Sub-Registrar
 South 24 Parganas
 भारत
 Election Registration Officer
 District: South 24 Parganas
 Date: 10.05.2007

District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Mirzapur, South 24 Parganas
Naris Sarda
 1 FEB 2016



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

Query No / Year	16041000071408/2016	Query Date	18/02/2016 4:11:52 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Dibyendu Chakraborty		
Address	Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL		
Applicant Status	Others		
Other Details	Mobile No. : 8481994715		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 1], [4311] Receipt [Rs : 1,00,000/-]		
Set Forth value	Rs. 3/-	Total Market Value:	Rs. 2,44,71,229/-
Stampduty Payable	Rs. 40,011/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 1,135/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	LR Plot No:- 2450 , LR Khatian No:- 3823	10 Katha	1/-	85,65,358/-	Proposed Use: Bastu, ROR: Shall, Width of Approach Road: 70 Ft.,
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	LR Plot No:- 2451 , LR Khatian No:- 3824	9 Katha	1/-	77,08,823/-	Proposed Use: Bastu, ROR: Shall, Width of Approach Road: 70 Ft.,
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	RS Plot No:- 2283/2518 , RS Khatian No:- 1325	9.57 Katha	1/-	81,97,048/-	Proposed Use: Bastu, ROR: Shall, Width of Approach Road: 70 Ft.,
Total			47.1405 Dec	3/-	2,44,71,229/-	

Land Lord Details

Sl No.	Name & Address	Status	Execution And Admission Details	Other Details
1	Mr Abdul Khalek Mondal Son of Late Abdul Jabber Mondal Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AYLPM5012F,
2	Mr Badra Alam Mondal Son of Mr Ramjan Ali Mondal Jagannathpur, P.O:- R K Pally, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. BGEPM1431L,
3	Mr Najir Hossain Mollick Son of Mr Yousuf Ali Mollick Jagannathpur, P.O:- R K Pally, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. APFPM5408J,

Land Lord Details				
SI No.	Name & Address	Status	Execution And Admission Details	Other Details
4	Mr Nasir Sardar Son of Mr Kajem Sardar A 26 Sukanta Pally M G Rd, P.O:- Sukanta Pally, P.S:- Thakurpukur, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700082	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Form 60/61 supplied,
5	Mr Abul Kalam Halder Son of Late Ramjan Ali Halder Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ADWPH6545G,
6	Mr Ayub Halder Son of Late Kadar Bux Halder Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ADOPH3044G,
Developer Details				
SI No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	Banaj Developers Pvt Ltd 4b Castle House 5/1a Hungerford St, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Organization	Executed by: Representative,	PAN No. AEIPB4707M,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Shri Piyush Bhartia 6 National Library Avenue, P.O:- Alipore, P.S:- Alipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEIPB4707M		Banaj Developers Pvt Ltd (as director)

Identifier Details

Identifier Name & Address	Other Details	Identifier of
Mr C S Kathotia Son of Late B R Kathotia 7 H Comfield Rd, P.O:- Ballygunge, P.S:- Geriahat, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Mr Abdul Khalek Mondal, Mr Badra Alam Mondal, Mr Najir Hossain Mollick, Mr Nasir Sardar, Mr Abul Kalam Halder, Mr Ayub Halder, Shri Piyush Bhartia

Transfer of Property from Land Lord To Developer

Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	Mr Abdul Khalek Mondal	Banaj Developers Pvt Ltd	2.75 Dec	16.6667
L1	Mr Badra Alam Mondal	Banaj Developers Pvt Ltd	2.75 Dec	16.6667
L1	Mr Najir Hossain Mollick	Banaj Developers Pvt Ltd	2.75 Dec	16.6667
L1	Mr Nasir Sardar	Banaj Developers Pvt Ltd	2.75 Dec	16.6667
L1	Mr Abul Kalam Halder	Banaj Developers Pvt Ltd	2.75 Dec	16.6667
L1	Mr Ayub Halder	Banaj Developers Pvt Ltd	2.75 Dec	16.6667

Transfer of Property from Land Lord To Developer

Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
L2	Mr Abdul Khalek Mondal	Banaj Developers Pvt Ltd	2.475 Dec	16.6667
L2	Mr Badra Alam Mondal	Banaj Developers Pvt Ltd	2.475 Dec	16.6667
L2	Mr Najir Hossain Mollick	Banaj Developers Pvt Ltd	2.475 Dec	16.6667
L2	Mr Nasir Sardar	Banaj Developers Pvt Ltd	2.475 Dec	16.6667
L2	Mr Abul Kalam Halder	Banaj Developers Pvt Ltd	2.475 Dec	16.6667
L2	Mr Ayub Halder	Banaj Developers Pvt Ltd	2.475 Dec	16.6667

Transfer of Property from Land Lord To Developer

Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
L3	Mr Abdul Khalek Mondal	Banaj Developers Pvt Ltd	2.63175 Dec	16.6667
L3	Mr Badra Alam Mondal	Banaj Developers Pvt Ltd	2.63175 Dec	16.6667
L3	Mr Najir Hossain Mollick	Banaj Developers Pvt Ltd	2.63175 Dec	16.6667
L3	Mr Nasir Sardar	Banaj Developers Pvt Ltd	2.63175 Dec	16.6667
L3	Mr Abul Kalam Halder	Banaj Developers Pvt Ltd	2.63175 Dec	16.6667
L3	Mr Ayub Halder	Banaj Developers Pvt Ltd	2.63175 Dec	16.6667

For information only

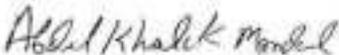
Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 02/04/2016.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

(Tridip Misra)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Seller, Buyer and Property Details

A. Land Lord & Developer Details

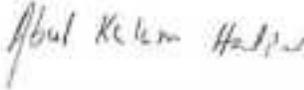
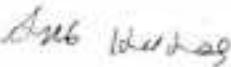
Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Mr Abdul Khalek Mondal Son of Late Abdul Jabber Mondal Kusumba Halderpara, P.O.- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103	 19/02/2016 3:24:27 PM	 LTI 19/02/2016 3:24:48 PM
		 19/02/2016 3:25:24 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Mr Abdul Khalek Mondal Son of Late Abdul Jabber Mondal Kusumba Halderpara, P.O.- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AYLPM5012F,; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office	 19/02/2016 3:24:27 PM	 LTI 19/02/2016 3:24:48 PM
		 19/02/2016 3:25:24 PM	

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Mr Badra Alam Mondal Son of Mr Ramjan Ali Mondal Jagannathpur, P.O:- R K Pally, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. BGEPM1431L.; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office</p>	 19/02/2016 3:27:09 PM	 LTI 19/02/2016 3:27:14 PM
		<p align="center"><i>Badra Alam Mondal</i></p> <p align="center">19/02/2016 3:27:32 PM</p>	
3	<p>Mr Najir Hossain Mollick Son of Mr Yousuf Ali Mollick Jagannathpur, P.O:- R K Pally, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. APFPM5408J.; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office</p>	 19/02/2016 3:27:46 PM	 LTI 19/02/2016 3:27:52 PM
		<p align="center"><i>Najir Hossain Mollick</i></p> <p align="center">19/02/2016 3:28:15 PM</p>	
4	<p>Mr Nasir Sardar Son of Mr Kajem Sardar A 26 Sukanta Pally M G Rd, P.O:- Sukanta Pally, P.S - Thakurpukur, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India.; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office</p>	 19/02/2016 3:28:23 PM	 LTI 19/02/2016 3:28:31 PM
		<p align="center"><i>Nasir Sardar</i></p> <p align="center">19/02/2016 3:28:47 PM</p>	

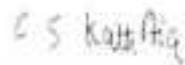
Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
5	<p>Mr Abul Kalam Halder Son of Late Ramjan Ali Halder Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ADWPH6545G.; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office</p>	 19/02/2016 3:25:38 PM	 LTI 19/02/2016 3:25:46 PM
		 19/02/2016 3:26:15 PM	
6	<p>Mr Ayub Halder Son of Late Kadar Bux Halder Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ADOPH3044G.; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office</p>	 19/02/2016 3:26:29 PM	 LTI 19/02/2016 3:26:44 PM
		 19/02/2016 3:27:02 PM	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	Banaj Developers Pvt Ltd 4b Castle House 5/1a Hungerford St, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017 PAN No. AEIPB4707M,; Status : Organization; Represented by representative as given below:-		
1(1)	Shri Piyush Bhartia 6 National Library Avenue, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEIPB4707M,; Status : Representative; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office	 19/02/2016 3:29:11 PM	 LTI 19/02/2016 3:29:25 PM
		 19/02/2016 3:29:59 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr C S Kathotia Son of Late B R Kathotia 7 H Cornfield Rd, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India.	Mr Abdul Khalek Mondal, Mr Badra Alam Mondal, Mr Najir Hossain Mollick, Mr Nasir Sardar, Mr Abul Kalam Halder, Mr Ayub Halder, Shri Piyush Bhartia	 19/02/2016 3:30:23 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 2450 , LR Khatian No:- 3823	10 Katha	1/-	85,65,358/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.,
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 2451 , LR Khatian No:- 3824	9 Katha	1/-	77,08,823/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.,
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	RS Plot No:- 2283/2518 , RS Khatian No:- 1325	9.57 Katha	1/-	81,97,048/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Abdul Khalek Mondal	Banaj Developers Pvt Ltd	2.75	16.6667
	Mr Badra Alam Mondal	Banaj Developers Pvt Ltd	2.75	16.6667
	Mr Najir Hossain Mollick	Banaj Developers Pvt Ltd	2.75	16.6667
	Mr Nasir Sardar	Banaj Developers Pvt Ltd	2.75	16.6667
	Mr Abul Kalam Halder	Banaj Developers Pvt Ltd	2.75	16.6667
	Mr Ayub Halder	Banaj Developers Pvt Ltd	2.75	16.6667
L2	Mr Abdul Khalek Mondal	Banaj Developers Pvt Ltd	2.475	16.6667
	Mr Badra Alam Mondal	Banaj Developers Pvt Ltd	2.475	16.6667
	Mr Najir Hossain Mollick	Banaj Developers Pvt Ltd	2.475	16.6667
	Mr Nasir Sardar	Banaj Developers Pvt Ltd	2.475	16.6667
	Mr Abul Kalam Halder	Banaj Developers Pvt Ltd	2.475	16.6667
	Mr Ayub Halder	Banaj Developers Pvt Ltd	2.475	16.6667

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L3	Mr Abdul Khalek Mondal	Banaj Developers Pvt Ltd	2.63175	16.6667
	Mr Badra Alam Mondal	Banaj Developers Pvt Ltd	2.63175	16.6667
	Mr Najir Hussain Mollick	Banaj Developers Pvt Ltd	2.63175	16.6667
	Mr Nasir Sardar	Banaj Developers Pvt Ltd	2.63175	16.6667
	Mr Abul Kalam Halder	Banaj Developers Pvt Ltd	2.63175	16.6667
	Mr Ayub Halder	Banaj Developers Pvt Ltd	2.63175	16.6667

D. Applicant Details**Details of the applicant who has submitted the requisition form**

Applicant's Name	Dibyendu Chakraborty
Address	Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Others

Endorsement For Deed Number : I - 160401014 / 2016

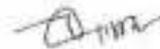
Query No/Year	16041000071408/2016	Serial no/Year	1604001030 / 2016
Deed No/Year	I - 160401014 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Abdul Khalek Mondal	Presented At	Office
Date of Execution	19-02-2016	Date of Presentation	19-02-2016

Remarks

On 18/02/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,44,71,229/-



(Tridip Misra)

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

On 19/02/2016

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

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

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

Presented for registration at 13:45 hrs on : 19/02/2016, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Abdul Khalek Mondal , one of the Executants.

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

Execution is admitted on 19/02/2016 by

Mr Abdul Khalek Mondal, Son of Late Abdul Jabber Mondal, Kusumba Halderpara, P.O: Narendrapur, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700103, By caste Muslim, By Profession Business

Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others:

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

Execution is admitted on 19/02/2016 by

Mr Badra Alam Mondal, Son of Mr Ramjan Ali Mondal, Jagannathpur, P.O: R K Pally, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, By caste Muslim, By Profession Business
Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

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

Execution is admitted on 19/02/2016 by

Mr Najir Hossain Mollick, Son of Mr Yousuf Ali Mollick, Jagannathpur, P.O: R K Pally, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, By caste Muslim, By Profession Business
Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

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

Execution is admitted on 19/02/2016 by

Mr Nasir Sardar, Son of Mr Kajem Sardar, A 26 Sukanta Pally M G Rd, P.O: Sukanta Pally, Thana: Thakurpukur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Muslim, By Profession Business
Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

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

Execution is admitted on 19/02/2016 by

Mr Abul Kalam Halder, Son of Late Ramjan Ali Halder, Kusumba Halderpara, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, By caste Muslim, By Profession Business
Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

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

Execution is admitted on 19/02/2016 by

Mr Ayub Halder, Son of Late Kadar Bux Halder, Kusumba Halderpara, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, By caste Muslim, By Profession Business
Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

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

Execution is admitted on 19/02/2016 by

Shri Piyush Bhartia director, Banaj Developers Pvt Ltd, 4b Castle House 5/1a Hungerford St, P.O:- Circus Avenue, P.S - Shakespeare Sarani, Kolkata, District -Kolkata, West Bengal, India, PIN - 700017 Shri Piyush

Bhartia, Son of Late Bishwunath Bhartia, 6 National Library Avenue, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Others Identified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,135/- (B = Rs 1,089/- ,L = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 1,135/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,011/- and Stamp Duty paid by Draft Rs 35,020/-, by Stamp Rs 5,000/-

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 38289, Purchased on 18/02/2016, Vendor named S Das.

Description of Draft

1. Rs 35,020/- is paid, by the Draft(other) No: 241678000428, Date: 19/02/2016, Bank: STATE BANK OF INDIA (SBI), ALIPORE.



(Tridip Misra)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2016, Page from 28769 to 28841

being No 160401014 for the year 2016.



Digitally signed by TRIDIP MISRA
Date: 2016.02.24 18:04:44 -08:00
Reason: Digital Signing of Deed.

(Tridip Misra) 2/24/2016 6:04:43 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)