

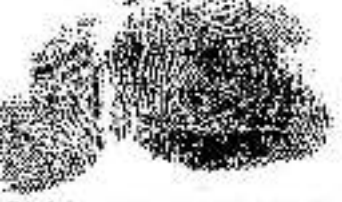


49777

Sold to.....
Address.....
17 OCT 2012
Value: 100/-
High Court A.S.

6000-2007

May Taha



4977  
13/10/12

DI CONSTRUCTIONS PVT. LTD.

Director



4978

High Court A.S.

not was



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Rafan Alam



4985

Tahira Khatoon

17 OCT 2012



4986

Zahida Khatoon



S. S. Khanna

to abt 9



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

Endorsement For Deed Number : I - 00163 of 2013  
(Serial No. 09749 of 2012)

17/10/2012

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

Presented for registration at 21.40 hrs on 17/10/2012, at the Private residence by Manoj Todi  
Plaintiff

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

Execution is admitted on 17/10/2012 by

1. Ajit Das, son of 11 Surya Kr Das, Garia Main Rd Tentultala, Thana:-Sonarpur, P.O. :- , District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Chhanda Das  
Director/authorised Signatory, Swapnil Vintrade Pvt Ltd Pan No Aaacs 2906q, Rishi Apt Garia Main Rd, Thana:-Sonarpur, P.O. :- , District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.  
, By Profession : Others
3. Amit Kumar Das  
Director, Satyen Vncom Pvt Ltd Pan No Aaacs 2912j, 32 Ezra St North Block, Thana:-Hare Street, P.O. :- , District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
  
Director, Gajrup Dealmark Pvt Ltd Pan No Aaacs 6789p, Fd 13 1598 Rajdanga Main Rd, P.O. :- , District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.  
, By Profession : Business
4. Sudeshna Das  
Director, Bipin Commercial Pvt Ltd Pan No Aaacs 6744m, Lovkush Apt Garia Main Rd, A, Thana:-Sonarpur, P.O. :- , District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.  
, By Profession : Business
5. Irfan Alam, son of 11 Azizul Haque , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- , District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : Others
6. Parveen Khatoon, wife of Irfan Alam , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- , District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : Business
7. Noor Zahida Khatoon, daughter of Irfan Alam , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- , District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : Business
8. Noor Tahira Khatoon, daughter of Irfan Alam , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- , District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : Business



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV  
Endorsement Page 1 of 3



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

Endorsement For Deed Number : I - 00163 of 2013  
(Serial No. 09749 of 2012)

1. Muntaj Khatun, wife of Irfan Alam , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : Business
2. Irfan Alam, son of Lt. Azizul Haque , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : Business
3. Mohnaz Khatun, daughter of Lt. Azizul Haque , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106, By Caste Muslim, By Profession : House wife
12. Manoj Todi  
Director/developer, Todi Construction Pvt Ltd, 32 Ezra St, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
By Profession : —  
Identified By Soumitra Chanda, son of S Ch Chanda, 49 D D Khanna Rd. P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054, By Caste: Hindu, By Profession: Law Clerk.

**Executed by Attorney**

Execution by

1. Ajit Das, son of Lt Surya Kr Das , Garia Main Rd Tentultala, , Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu By Profession: Business,as the constituted attorney of Mihir Kanti Bhowmick is admitted by him.
2. Irfan Alam, son of Lt. Azizul Haque , 1/4 Salt Lake City, 1b Iii, Thana:-South Bidhannagar, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700106 By Caste Muslim By Profession: Officers,as the constituted attorney of 1. Zafrun Nisha 2. Mehrunnisha , 3. Isharat Nisha 4. Subkara Khatun is admitted by him.  
Identified By Soumitra Chanda, son of S Ch Chanda, 49 D D Khanna Rd. P.O. :- ,District:-South 24 Parganas, WEST BENGAL, India, Pin :-700054, By Caste: Hindu, By Profession: Law Clerk.

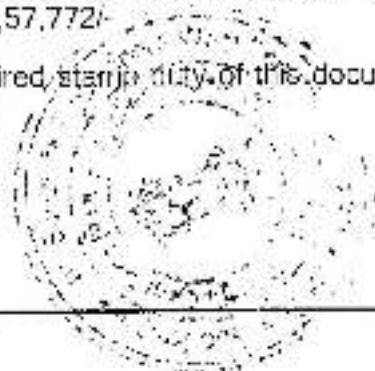
( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

On 14/12/2012

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-10,39,57,772/-

Certified that the required stamp duty of this document is Rs.- 75011 /- and the Stamp duty paid as Impresive Rs.- 1000/-



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV  
EndorsementPage 2 of 3



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

Endorsement For Deed Number : I - 00163 of 2013  
(Serial No. 09749 of 2012)

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

On 02/01/2013

Payment of Fees:

Amount By Cash

Rs. 220035.00/-, on 02/01/2013

( Under Article : ,E - 14/- ,H - 28/- ,M(b) - 4/- on 02/01/2013 )

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

On 09/01/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 40000/- is paid, by the draft number 487847, Draft Date 05/01/2013, Bank Name State Bank of India, BANSDRONI, received on 09/01/2013
2. Rs. 34020/- is paid, by the draft number 487848, Draft Date 05/01/2013, Bank Name State Bank of India, BANSDRONI, received on 09/01/2013

**Payment of Fees:**

Amount By Cash

Rs. 0.00/-, on 09/01/2013

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (3) **AMIT KUMAR DAS** son of Ajit Das (PAN NO. AGAPD2885M) (4) **SMT. SUDESHNA DAS** wife of Amit Kumar Das (PAN NO. AREPD6307J) both by faith Hindu by occupation business and at present residing at Garia Main Road, Tentultala, P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (5) **MRINAL KANTI BHOWMICK** son of Late Naresh Ranjan Bhowmick (PAN NO. AJYPB5832A) by faith Hindu by occupation business and at present residing at "Lovkush Apartment" Block A, Flat 4F, Garia Main Road, Tentultala, P.O. & P.S. Garia, Kolkata - 84, (6) **BIPIN COMMERCIAL PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at "LOVKUSH APARTMENT", Block-A, Garia Main Road, Kolkata- 700 084, P. S. Sonarpur (PAN NO. AAECB6741M) being represented by its Director Smt. Sudeshna Das duly empowered and authorized on that behalf (7) **SWAPNIL VINTRADE PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at RISHI APARTMENT, Ground Floor, Garia Main Road, P. S. Sonarpur, Kolkata- 700 084 (AAQCS2906Q) being represented by its Director Smt. Chhanda Das duly empowered and authorized on that behalf (8) **SATYEN VINCOM PVT. LTD.** a company incorporated under the Company Act, 1956 and having its registered office at No. 32, Ezra Street, North Block, 11<sup>th</sup> floor, Kolkata- 700 001, P. S. Hare Street, (PAN NO. APQCS2912J) being represented by its director Amit Kumar Das duly empowered and authorized on that behalf (9) **GAJRUP DEALMARK PVT. LTD.** a company incorporated under the Company Act, 1956 and having its registered office at No. FD-13, 1598, Rajdanga Main Road, Kolkata - 700 107, (PAN NO. ~~AAECG6789P~~) being represented by its director Amit Das duly empowered and authorized on that behalf (10) **IRFAN ALAM** son of Azizul Haque, deceased (11) **SMT. MEHNAZ KHATOON** daughter of Azizul Haque, deceased by faith Muslim by occupation landholder residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake (12) **SMT. MEHRUNNISHA** (13) **SMT. ISHARAT NISHA** (14) **SMT. SUBKTARA KHATOON** (15) **ZAFRUN NISHA**) all being daughters of Azizul Haque, deceased all by faith Muslim by occupation landholder and all citizens of India and at present residing at Village-Brahmpure, P. O. & District-Chapra, P. S. Bhagwan Bazar, Bihar the owner nos. 12 to 15 and being represented by them constituted attorney Irfan Alam the owner no. 10 duly appointed by a registered deed of power of attorney (16) **SMT. PARVEEN KHATOON** wife of Imran Alam, (17) **SMT. NOOR ZAHIDA KHATOON** daughter of Irfan Alam (18) **NOOR TAHIRA KHATOON** daughter of Irfan Alam (19) **SMT. MUMTAJ KHATOON** wife of Irfan Alam (20) **IMRAN ALAM** son of Azizul Haque, deceased by occupation business, all nos. 16 to 20, by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake all citizens of India and hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, successor and/or successors-in-interest and/or assigns as the case may be) of the ONE PART AND **TODI CONSTRUCTION PRIVATE LIMITED**, a Company under the Companies Act 1956, having its office at No. 32, Ezra Street, Kolkata-700 001, hereinafter referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the OTHER PART.

WHEREAS :

- A. By a Deed of Conveyance dated 22<sup>nd</sup> May, 2006 and made between Smt. Reba Ghosh Mondal therein described as the Vendor of the First Part and Ajit Das and Azizul Haque jointly therein described as the Purchasers of the Second Part and one Arun Kumar Ghosh alias Arun Ghosh therein described as the Confirming Party of the Third Part and registered in the office of ADSR Sonarpur District-24, Parganas (South) and recorded in Book No. I, being Deed No. 4302 for the year 2006 the said Smt. Reba Ghosh Mondal with the concurrence and confirmation of the Confirming Party namely Arun Ghosh sold, conveyed, transferred, assigned and assured unto and in favour of Ajit Das and Azizul Haque jointly and equally share of **ALL THAT** pieces and parcels of land hereditament and premises containing an area of 46 cottahs 10 chittacks and 23 sq. ft. be the same a little more or less situate and lying at Mouza-Barhans Fartabad, P. S. Sonarpur, District 24 Pargans (South) comprised in JL No. 47, Touzi No. 109 within Ward No. 27 of Rajpur Sonarpur Municipality and comprised in RS Dag Nos. 1054, 1058, 1052 (part), 1061 (part) and 1051 (part) appertaining to RS Khatian Nos. 338 & 475 for valuable consideration therein mentioned.
- B. By a Deed of Conveyance dated 29<sup>th</sup> July, 2005 and made between Kashinath Sardar & Ors. therein described as the Vendors of the First Part and Amit Das and Irfan Alam jointly therein described as the Purchasers of the Other Part and registered in the office of ADSR Sonarpur District-24, Parganas (South) and recorded in Book No. I, being Deed No. 6297 for the year 2005 the said Kashinath Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of Amit Das and Irfan Alam joint and absolute right and interest of and in **ALL THAT** land hereditament and premises containing an aggregate area of 23 cottahs 15 chittacks and 29 sq. ft. be the same a little more or less and comprised in RS Dag No. 1050 measuring 12 cottahs 1 chittack approximately, RS Dag No. 1052 (Part) measuring 4 cottahs 10 chittacks and 22 sq. ft. approximately and RS Dag No. 1053 measuring 7 cottahs 4 chittacks and 7 sq. ft. approximately appertaining to all R. S. Khatian No. 338 situate and lying at Mouza-Barhans Fartabad, P. S. Sonarpur, District 24 Pargans (South) comprised in JL No. 47, Touzi No. 109 within Ward No. 27 of Rajpur Sonarpur Municipality, for valuable consideration therein mentioned.
- C. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6089 for the year 2005 read with a Deed of Declaration dated 3<sup>rd</sup> May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 852 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 1 cottahs 7 chittacks and 27 sq. ft. being 12 ft. wide common passage used for ingress and egress be the same a little more or less and comprised in RS Dag Nos. 1022, 1023 and

1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).

- D. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6090 for the year 2005 read with a Deed of Declaration dated 3<sup>rd</sup> May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 851 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. being 12 ft. wide common passage used for ingress and egress be the same a little more or less and comprised in RS Dag No. 1059, appertaining to RS Khatian No. 209 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- E. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the First Part and Joydeb Sardar, Ananta Sardar therein described as the Vendors of the Second Part and Pradip Sardar therein described as the Confirming Party of the Third Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6091 for the year 2005 the said Joydeb Sardar & Anr. with the confirmation of Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 1 cottahs 5 chittacks and 23 sq. ft. more or less being used for passage in ingress and egress containing 12 ft. X 84.6" out of which Joydeb Sardar conveyed 11 chittacks 42 sq. ft. and Ananta Sardar conveyed and transferred 9 chittacks 36 sq. ft. of land and comprised in RS Dag No. 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- F. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6092 for the year 2005 read with a Deed of Declaration dated 9<sup>th</sup> April, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 853 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 28<sup>1/2</sup> satak equivalent to 17 cottahs 4 chittacks be the same a little more



or less and comprised in RS Dag No. 1057, appertaining to RS Khatian No. 80, Holding No. 3584, Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) whereby and whereunder the said Ajit Das and Azizul Haque, since deceased jointly acquired the said land each of them having an undivided half part or share therein.

- G. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Pradip Sardar therein referred to as the Vendor of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6093 for the year 2005 and read with Deed of Declaration dated 3<sup>rd</sup> May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 854 for the year 2010 the said Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 4 cottahs 4 chittacks and 27 sq. ft. be the same a little more or less and comprised in RS Dag No. 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- H. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Pradip Sardar therein referred to as the Vendor of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6187 for the year 2005 the said Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 7 chittacks be the same a little more or less and comprised in RS Dag No. 1023, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- I. Thus the Ajit Das, Azizul Haque, since deceased, Amit Das and Irfan Alam jointly became entitled to as the full and absolute joint Owners of **ALL THAT** land hereditament and premises containing by estimation an aggregate area of 103 cottahs 14 chittacks 17 sq.ft. be the same a little more or less and comprised in R.S. Dag Nos. 1050, 1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, and 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.
- J. On the intestate demise of Azizul Haque his undivided half share which he acquired in **ALL THAT** pieces and parcels of land aggregating 79 cottahs 14 chittacks 33 sq.ft. comprised in RS Dag Nos. 1054, 1058, 1052(p), 1061(p), 1051(p), 1025, 1057(p), 1059, 1023, 1022 and 1026 appertaining to RS Khatian No. 81, 338 and 475 devolved unto his legal heirs and representatives namely Smt. AJBUN NISHA (wife) IRFAN AALM, IMRAN

ALAM (sons), SMT. MEHNAZ KHATOON, SMT. MEHRUNNISHA KHATOON, SMT. ISHARAT NISHA KHATOON, SMT. SUBKTARA KHATOON, ZAFRUN NISHA KHATOON (daughters) jointly whereby and whereunder the sons have acquired  $1/5^{\text{th}}$  part or share each and the wife and the daughters have acquired  $1/10^{\text{th}}$  part or share each of and in the undivided half of the property left behind by the said Azizul Haque, deceased.

- K. The said Ajbun Nisha the widow of Azizul haque, deceased died intestate some time in or about 7<sup>th</sup> December, 2010 whereupon her undivided  $1/10^{\text{th}}$  part or share devolved unto her sons and daughters name in the preceding paragraph above whereby and whereunder her two sons have acquired an undivided  $2/9^{\text{th}}$  part or share each and the daughter have acquired an undivided  $1/9^{\text{th}}$  part or share each in the property and/or in the undivided interest left by their mother.
- L. Thus the said IRFAN AALM, IMRAN ALAM, SMT. MEHNAZ KHATOON, SMT. MEHRUNNISHA KHATOON, SMT. ISHARAT NISHA KHATOON, SMT. SUBKTARA KHATOON, ZFRUN NISHA KHATOON, SMT. PARVEEN KHATOON, SMT. NOOR ZAHIDA KHATOON jointly became seized and possessed of or otherwise well and sufficiently entitled to the undivided half share of the said Azizul Haque, deceased of and in the land hereditament and premises containing an area of 79 cottahs 14 chittacks and 33 sq. ft. more or less in Mouza-Barhans Fartabada, P. S. & ADSR Sonarpur, District-24 Parganas (South) and comprised in RS Dag Nos. 1054, 1058, 1052(p), 1061(p), 1051(p), 1025, 1057(p), 1059, 1023, 1022 and 1026 appertaining to RS Khatian No. 81, 338 and 475 hereinafter for the sake of brevity referred to as the undivided half share of Azizul Haque, deceased.
- M. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14103 for the year 2011 and made between Ajit Das therein described as the Donor of the One Part and Smt. Chhanda Das therein described as the Donee of the Other Part the said Ajit Das for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife grant, transfer, assign and assure by way of gift his undivided half share of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 3 cottahs 4 chittacks and his undivided half share of land comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 7 cottahs 13 chittacks and 38 sq. ft. more or less aggregating 11 cottahs 1 chittak and 38 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South).
- N. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14102 for the year 2011 and made between Irfan Alam & Ors. therein described as the Donor of the One Part and Smt. Noor Zahida Khatoon therein described as the Donee of the Other Part the said Irfan Alam & Ors. out of their natural love and affection and for diverse good causes and considerations thereunto moving grant, transfer, assign and

assure by way of gift their undivided 1/4<sup>th</sup> part or share or interest out of the said undivided share of Azizul Haque, deceased of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 1 cottahs 10 chittacks more or less and comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 3 cottahs 14 chittacks and 41 sq. ft. more or less aggregating 5 cottahs 8 chittak and 41 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of the said undivided half share of the Azizul Haque of and in the said Dag Nos.

- O. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14104 for the year 2011 and made between Irfan Alam & Ors. therein described as the Donor of the One Part and Smt. Parveen Khatoon therein described as the Donee of the Other Part the said Irfan Alam & Ors. out of their natural love and affection and for diverse good causes and considerations thereunto moving granted, transferred, assigned and assured by way of gift their undivided 1/4<sup>th</sup> part or share or interest out of the said undivided share of Azizul Haque, deceased of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 1 cottahs 10 chittacks more or less and comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 3 cottahs 14 chittacks and 41 sq. ft. more or less aggregating 5 cottahs 8 chittak and 41 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of the said undivided half share of the Azizul Haque of and in the said Dag Nos.
- P. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14101 for the year 2011 and made between Amit Kumar Das therein described as the Donor of the One Part and Smt. Sudeshna Das therein described as the Donee of the Other Part the said Amit Kumar Das for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife granted, transferred, assigned and assured by way of gift his undivided half share of **ALL THAT** piece and parcel of Land measuring 2 cottahs 5 chittacks and 11 sq. ft. approximately and comprised in RS Dag No. 1052 (part) appertaining to R S Khatian No. 338 and measuring 3 cottahs 10 chittacks and 4 sq. ft. approximately in RS Dag No. 1053 appertaining to RS Khatian No. 338 aggregating 5 cottahs 15 chittacks and 15 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share in the said Dag Nos.
- Q. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14105 for the year 2011 and made between Irfan Alam therein described as the Donor of the One Part and Smt. Muntaz Khatoon

therein described as the Donee of the Other Part the said Irfan Alam for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife granted, transferred, assigned and assured by way of gift his undivided half share of **ALL THAT** piece and parcel of Danga Land measuring 2 cottahs 5 chittaks and 11 sq. ft. approximately and comprised in RS Dag No. 1052 (part) appertaining to R S Khatian No. 338 and measuring 3 cottahs 10 chittaks and 4 sq. ft. approximately in RS Dag No. 1053 appertaining to RS Khatian No. 338 aggregating 5 cottahs 15 chittaks and 15 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share in the said Dag Nos.

- R. By a deed of gift dated 27<sup>th</sup> January, 2012 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 460 for the year 2012 and made between Smt. Chhanda Das therein described as the Donor of the One Part and Mrinal Kanti Bhowmik therein described as the Donee of the Other Part the said Smt. Chhanda Das for diverse good causes and considerations thereunto moving and out of his natural love and affection and for diverse good causes and consideration thereunto moving granted, transferred, assigned and assured by way of gift **ALL THAT** undivided and undemarcated piece and parcel of Land measuring an area of 1 cottah 10 chitacks be the same a little more or less and comprised in RS Dag No. 1052 appertaining to R S Khatian No. -338 and Land measuring an area of 3 cottah 14 chitacks 41 sq.ft. be the same a little more or less and comprised in RS Dag No. 1054 appertaining to R S Khatian No. -- 338 aggregating to 5 cottahs 8 chitacks 41 sq.ft. be the same a little more or less, and situate within Mouza-Barhans Farlabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South).
- S. By a deed of gift dated 7<sup>th</sup> June, 2012 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 7529 for the year 2012 and made between Irfan Alam. therein described as the Donor of the One Part and Smt. Noor Tahira Khatoon therein described as the Donee of the Other Part the said Irfan Alam out of His natural love and affection and for diverse good causes and considerations thereunto moving grant, transfer, assign and assure by way of gift **ALL THAT** undivided and undemarcated piece and parcel of land containing by estimation an area of 6 cottahs more or less comprised in part of RS Dag No. 1050 appertaining to RS Khatian No. 338 situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share of and in the said dag nos.
- T. By a deed conveyance dated 6<sup>th</sup> June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Bipin Commercial Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7533 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Bipin Commercial Pvt. Ltd. **ALL THAT** divided and

undemarcated part of premises comprised in RS Dag No. 1057 appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 5 cottahs 13 chittacks more or less out of the undivided half share or interest of the said Ajit Das.

- U. By a deed conveyance dated 6<sup>th</sup> June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Satyen Vincom Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. J, being Deed No. 7530 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Satyen Vincom Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1057 appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 2 cottahs 13 chittacks more or less and **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1059, appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 3 cottahs more or less out of the undivided half share or interest of the said Ajit Das.
- V. By a deed conveyance dated 6<sup>th</sup> June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Swapnil Vintrade Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7531 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Swapnil Vintrade Pvt. Ltd. **ALL THAT** undivided and undemarcated part of premises comprised in RS Dag No. 1058 (part) appertaining to RS Khatian No. 338 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 3 cottahs 14 chittacks and 42 sq. ft. more or less and **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1061 (part), appertaining to RS Khatian No. 475 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 1 cottah 14 chittacks and 3 sq. ft. more or less out of the undivided share or interest of the said Ajit Das.
- W. By a deed conveyance dated 12-10-12 and made between Ajit Das therein described as the Vendor of the One Part and Gajrup Dealmark Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. ~~12777~~ for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Gajrup Dealmark Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1051 (part) appertaining to RS Khatian No. 338 Holding No. 2726 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur,

District-24 Parganas (South) containing by estimation an area of 5 cottahs 2 chittacks 22 sq.ft. within Rajpur Sonarpur Municipality.

- X. Thus the Owners have become jointly seized and possessed of or otherwise well and sufficiently entitled as the full and absolute joint Owners thereof ALL THAT piece and parcel of aggregated land containing by estimation an area of 103 cottahs 14 chittacks 17 sq.ft. be the same a little more or less together with the buildings and/or structures standing thereon and/or on part thereof and comprised in R.S. Dag Nos. 1050, 1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, and 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the SAID PREMISES,
- Y. The particulars of the proportionate areas held by each of the Vendors in the said Aggregate Land with other details are more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written.
- Z. After purchasing or acquiring the SAID PREMISES, the Owners have duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging of rents, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any Interruption, obstruction or demur as the full and absolute Owners thereof.
- AA. The Owners with the intention of beneficial and profitable user of the SAID PREMISES hath approached the Developer with a proposal of development of the SAID PREMISES on JOINT VENTURE BASIS for mutual benefit and on terms and conditions contained in this agreement hereinafter.
- BB. The parties have now agreed to develop the said premises by demolishing the existing building and/or sheds or structures standing thereon on the terms, conditions and stipulations hereunder appearing and have also agreed to enter to this joint venture agreement for future guidance concerning mutual rights and obligations.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO :-

ARTICLE-I-DEFINITIONS :

Unless in these presents it is repugnant to the context therewith :-

- 1.1. OWNERS- shall mean the said (1) AJIT DAS son of Surya Kumar Das, deceased, by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentulata), P. O. Garia, P. S. Sonarpur, District-24

Parganas (South) (2) SMT. CHHANDA DAS wife of Ajit Das by faith Hindu by occupation landholder and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (3) AMIT DAS son of Ajit Das (4) SMT. SUDESHNA DAS wife of Amit Das both by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (5) MRINAL KANTI BHOWMICK son of Late Naresh Ranjan Bhowmick. by faith Hindu by occupation business and at present residing at "Lovkush Apartment" Block A, Flat 4F, Garia Main Road, Tentultala, P.O. & P.S. Garia, Kolkata - 84,(6)BIPIN COMMERCIAL PVT. LTD a company incorporated under the Companies Act, 1956 and having its registered office at "LOVKUSH APARTMENT", Block-A, Garia Main Road, Kolkata- 700 084, P. S. Sonarpur, being represented by its Director Smt. Sudeshna Das duly empowered and authorized on that behalf (7) SWAPNIL VINTRADE PVT. LTD. a company incorporated under the Companies Act, 1956 and having its registered office at RISHI APARTMENT, Ground Floor, Gaira Main Road, P. S. Sonarpur, Kolkata- 700 084 being represented by its Director Smt. Chhanda Das duly empowered and authorized on that behalf (8) SATYEN VINCOM PVT. LTD. a company incorporated under the Company incorporated under the Companies Act, 1956 and having its registered office at No. 32, Ezra Street, North Block, 11<sup>th</sup> floor, Kolkata- 700 001, P. S. Hare Street, being represented by its director Amit Kumar Das duly empowered and authorized on that behalf (9) GAJRUP DEALMARK PVT. LTD. a company incorporated under the Company incorporated under the Companies Act, 1956 and having its registered office at No. FD-13, 1598, Rajdanga Main Road, Kolkata - 700 107, being represented by its director Amit Das duly empowered and authorized on that behalf (10) IRFAN ALAM son of Azizul Haque, deceased (11) SMT. MEHNAZ KHATOON (12) SMT. MEHRUNNISHA KHATOON (13) SMT. ISHARAT NISHA KHATOON (14) SMT. SUBKTARA KHATOON (15) ZFRUN NISHA KHATOON all being daughters of Azizul Haque, deceased all by faith Muslim by occupation landholder an all citizenis of India and at present residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake (16) SMT. PARVEEN KHATOON wife of Imran Alam, (17) SMT. NOOR ZAHIDA KHATOON daughter of Irfan Alam (18) NOOR TAHIRA KHATOON daughter of Irfan Alam (19) SMT. MUMTAZ KHATOON wife of Irfan Alam, and (20) IMRAN ALAM son of Azizul Haque, deceased, all nos. 16 to 20, by faith Muslim and all residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.

- 1.2. DEVELOPER- shall mean the said M/s TODI CONSTRUCTION PRIVATE LIMITED, a Company within the meaning of Companies Act 1956, and having its office at 32, Ezra Street, Kolkata 700001.
- 1.3. PREMISES- shall mean **ALL THAT** piece or parcel of land heriditament and premises situate lying at Mouza- Barhans Fartabad, Ward No. 27 (Presently knowns as 29), P. S. and Sub-Registry Office- Sonarpur, District- 24- Parganas (South) within Rajpur-Sonarpur Municipality containing by estimation an area of 103 Cottahs 14 Chittacks 17 Sq. ft. be the same a little more or less Together with building or structures standing thereon or on part thereof, more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.

- 1.4. OLD BUILDING- shall mean four storied brick built messuage tenements and/or dwelling houses and/or sheds and structures at present existing on the said premises and the same is to be demolished at the costs of the Developer and all salvage materials and/or the sale proceeds of the said salvage material shall belong to the Owners only.
- 1.5. NEW BUILDING- shall mean and include residential/commercial building or buildings to be constructed in or upon the said premises including car parking and other spaces for common use and enjoyment in accordance with the plan and/or such modified plan to be sanctioned by the Rajpur-Sonarpur Municipality authorities upon demolishing the old structure as per the existing building rules including any additional stories constructed or to be constructed over if permitted by the Rajpur-Sonarpur Municipality.
- 1.6. COMMON FACILITIES AND AMENITIES - shall include roof, terrace, corridors, ways, stairways, passage ways, pump room, lift shafts, drive ways (excepting those reserved for open car parking spaces), gardens, lobbies, machine room, electric meter room, generator room, stair head, u. g. water reservoir, septic tanks and drainage system, overhead tank, water pump and meter and other facilities and spaces whatsoever required for the use, establishment, location, enjoyment, provision, maintenance and/or management of the building complex.
- 1.7. BUILT UP AREA OF FLAT- shall mean and include the area of the flat from its outside wall to wall on four sides.
- 1.8. OWNERS ALLOCATION- shall mean and include 44% of the total built up area on the basis of final building sanction plan (residential/commercial), together with 44% of number of car parking spaces, (both open and covered) and 44% of undivided share in common areas, facilities and ultimate roof and in land comprised in the said premises.
- 1.9. DEVELOPER'S ALLOCATION- shall mean and include 56% of the total built up area on the basis of final building sanction plan (residential/commercial), together with 56% of number of car parking spaces, (both open and covered) and 56% of undivided share in common areas, facilities and ultimate roof and in land comprised in the said premises.
- 1.10. ARCHITECT- shall mean the person or persons who may be appointed by the Developer for designing, planning and supervising construction of the said building.
- 1.11. BUILDING PLAN- shall mean the plan to be sanctioned by the Rajpur-Sonarpur Municipality with such alterations or modifications as may be made by the Developer from time to time.
- 1.12. TRANSFEREE- shall mean the person, firm, limited company, Association of persons to whom any space in the new building will be transferred by the Developer or Owner.



- 1.13. TRANSFER- with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of unit in a multi storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.14. PURCHASER- shall mean a person to whom any unit in the new building is being transferred.
- 1.15. UNIT- shall mean flat and other common areas in the new building proposed to be constructed at the said premises including car parking space and/or garage.
- 1.16. ADVOCATE- shall mean the lawyer or law firm who shall be appointed by the Developer for preparation and execution of development agreement, power of the attorney and/or any other documents of transfer in favour of the prospective purchaser to be inducted by the Developer from his allocated share.
- 1.17. EXPRESSIONS imparting masculine shall include feminine and neuter gender.
- 1.18. WORDS imparting plural number shall include singular number as well as vice-versa.
- 1.19. THE PARAGRAPHS heading to the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.
- 1.20. ADDITIONAL FLOORS : shall mean and include any additional floor that would be permitted by the Rajpur-Sonarpur Municipal Authorities or any other concerned authorities, to be constructed in and upon the said premises over and above the new structure on the said premises and the said additional built up area shall be apportioned between the Owners and the Developer in such ratio as may be mutually agreed upon.

In the event any additional floor or built up area is constructed pursuant to any sanction being obtained from the appropriate authority then in such event the allocation of such additional built up area shall be divided between the owners and the developer in the same ratio of 44:56%. Similarly of costs, charges for construction of such additional built up area including the sanction fees shall be borne and paid by the parties hereto in the same ratio.

#### ARTICLE-II-COMMENCEMENT

- 2.1. This Agreement shall come into effect immediately on execution of this Agreement hereof .

#### ARTICLE-III-RIGHT TITLE AND INDEMNITIES

- 3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises and every part thereof described in Part-I, Part-II and Part-III of the FIRST SCHEDULE hereunder written.
- 3.2. That the entirety of the said premises is free from all encumbrances charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- 3.3. The Owner has a marketable title in respect of the said premises.
- 3.4. The Owners have not entered into any Agreement for development nor has created interest in favor of any third party in the said premises or any part thereof.
- 3.5. The Owners agree to keep the Developer indemnified against any claim or demand being made by any third party in respect of the said premises thereby affecting the right, title, interest and possession thereof and/or any defect in the title of the Owners.
- 3.6. There is no proceeding initiated by the Rajpur-Sonarpur Municipality or any other authorities regarding the existing construction or any part thereof nor any such proceeding is pending.
- 3.7. That the said premises is not subject to any order of acquisition or requisition nor any part of the said premises is subject to road alignment.
- 3.8. The Developer hath upon inspection of all relevant papers and documents made are prima facie satisfied as to the title of ownership made out by the owners concerning and/or relating to the said land and also as to the measurement of the area and other details and particulars relating thereto.

#### ARTICLE-IV-OWNER'S RIGHTS AND REPRESENTATIONS

- 4.1. The possession of the Owner's allocation as previously stated in the new building will be handed over first to the Owner by the Developer before making over possession of the Developer's allocation to the intending transferees by the Developer.
- 4.2. In addition to the Owners' share of allocation in the built up area the Developer shall pay to them in proportion of their respective shares an interest free refundable advance of Rs. 2,00,00,000/- (Rupees Two crore only) which has to be refunded by all the owners immediately preceding delivery of owners' allocation of built up area.

PROVIDED, HOWEVER, in order to secure repayment of the said interest free advance amount of Rs. 2,00,00,000/- the owners shall not be eligible to enter into any form of agreement for transfer, sell and assignment of their right unto and in favour of any third party without setting apart a built up area of not less than 7000 sq. ft. out of their allocation in order to secure due repayment of interest free advance amount of Rs. 2,00,00,000/- within the time specified hereunder. PROVIDED FURTHER in the event no

work of development could be effected by the Developer in or upon the said premises by reason of the circumstances beyond their control then in such event the owners shall on demand by the Developer be bound to refund the said interest free advance amount of Rs. 2,00,00,000/- forthwith without any deduction or abatement or retention on any account whatsoever.

4.3. The said sum of Rs. 2,00,00,000/- on account of interest free adjustable advance shall be paid, at or before execution of this agreement, to the owners in the manner hereunder mentioned :

1)	Ajit Das	: Rs. 30,00,000.00
2)	Smt. Chhanda Das	: Rs. 25,00,000.00
3)	Amit Kumar Das	: Rs. 10,00,000.00
4)	Smt. Sudeshna Das	: Rs. 10,00,000.00
5)	Mriinal Kanti Bhowmick	: Rs. 05,00,000.00
6)	Bipin Commercial Pvt. Ltd.	: Rs. 05,00,000.00
7)	Swapnil Vintrade Pvt. Ltd.	: Rs. 05,00,000.00
8)	Satyen Vincom	: Rs. 05,00,000.00
9)	Gajrup Dealmark Pvt. Ltd.	: Rs. 05,00,000.00

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- 10) Irfan Alam
  - 11) Smt. Mehnaz Khatoon
  - 12) Smt. Mehrun Nisha
  - 13) Smt. Isharat Nisha
  - 14) Smt. Subktara Khatoon
  - 15) Zafrun Nisha Khatoon
  - 16) Smt. Parveen Khatoon
  - 17) Smt. Noor Zahida Khatoon
  - 18) Noor Tahira Khatoori
  - 19) Smt. Mumtaz Khatoon
  - 20) Imran Alam

Rs. 1,00,00,000.00  
to be apportioned  
interse.

Be it clarified that payments on account of interest free adjustable advance payable to the Owner Nos. 10 to 20 shall be made over to Irfan Alam, Owner No. 10 herein who shall collect such advance amount for self and on account of proportionate share of the Owner Nos. 11 to 20 pursuant to the authority vested in him by virtue of registered Power of Attorneys, who shall thereupon issue receipt in acknowledgement thereof in favour of the Developer for himself and as the constituted attorney of the said Owner Nos. 11 to 20.

- 4.4. Owners shall be jointly and individually liable to refund of the sum of Rs. 2,00,00,000/- in aggregate as also in proportion to their respective shares without any deduction, abatement and/or retention unto and in favour of the Developer within ten days from the receipt of the notice to take over possession of the owners' allocation so as to become entitled to take possession of their allocations either jointly or individually in proportion to their respective shares.
- 4.5. Simultaneously with the execution of this agreement the Owners shall deliver possession of the said premises to the Developer who shall be eligible with or without workmen to enter into the said premises for the purpose of the soil testing, measurement, survey and/or preparation of the site plan of the said premises without any obstruction demurr or objection on the part of the Owner or any person claiming through or under them.
- 4.6. The Developer shall be entitled to prepare the plan and submit the same to Rajpur-Sonarpur Municipality in the name of the Owner and the Developer shall pay and bear all costs, fees for sanction of the plan, Architect's fees and expenses required to be paid for obtaining the sanction of the plan for construction of the building at the said premises. However the Developer shall construct and complete the new building/buildings including the Owners' allocation and the common facilities and amenities in terms of the sanctioned plan within a period of 36 (thirty-six) months reckoned from the date of sanction of the plan by Rajpur-Sonarpur Municipality and/or obtaining full actual vacant possession of the premises whichever date is later (SUBJECT TO FORCE MAJURE). PROVIDED HOWEVER, the Developer may if the circumstances so demand apply for an extension of time for completion of the construction whereupon the Owner shall extend such time for a further period of six months from the date of expiration of the initial period of 36 (thirty-six) months.
- 4.7. The Owners hereby further agree and covenant with the Developer as follows :-
- (i) Not to cause any interference or hindrance in the construction of the proposed building at the said premises by the Developer, provided the construction is done in consonance with the building sanctioned plan and in terms of the Agreement.
  - (ii) Not to do any act deed or thing whereby the Developer is prevented from selling assigning or disposing of any portion of the Developer's allocation in the proposed building.
  - (iii) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the said premises or any portion thereof which is the subject matter of developer without the consent in writing of the Developer.
  - (iv) To sign and apply for all deed, papers and documents building plan, applications and render all assistance as may be required by the

Developer from time to time concerning the said premises which are necessary for its sanction and development.

- (v) To appoint the Developer as their constituted attorney with all powers and authorities to develop the said premises in terms of this Agreement and for that purpose to authorize the Developer to sign all deeds, papers, documents, application, building plan for and on behalf of and in the name of the Owner and to further empower and authorize the Developer to represent them before all Government, statutory and other authorities including Court of Law.
  - (vi) To hand over peaceful vacant khas possession of the building and/or structures standing in the said premises upon execution of this Agreement without any reservation and/or demur.
- 4.8. The Owners shall for the purpose of sale and transfer of the Developer's Allocation in favour of its nominee or nominees agrees to be a party and sign agreements for sale and also agrees to execute the Deed of Conveyances or transfer in respect of undivided share in the land attributable to the Developer's Allocation in such part or parts and/or in favour of the Developer or its nominee or nominees as shall be required by the Developer subject to compliance of necessary obligations on the part of the Developer under this Agreement.
- 4.9. The Owners shall execute a Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to take up the work of development including construction at the said premises in terms of this Agreement and for sale of the undivided share in the land attributable to the Developer's Allocation and receive consideration for the same with right to grant valid discharge subject to handing over of the Owners' Allocation in the manner specified in the preceding clauses.
- 4.10. Within 7(seven) days from the date of receipt of sanctioned plan the Owners shall handover to the Developer all original title deeds concerning and/or relating to the entire premises and shall be kept with the Developer during the period construction of the building or buildings and until delivery of possession of the respective allocations of the flats, units and other built up areas by the Owners as well the Developer.

#### ARTICLE-V-DEVELOPER'S RIGHTS AND OBLIGATIONS

- 5.1. The Owners hereby allow subject to what has been hereinafter provided to the Developer to build, construct, erect and complete the said building thereon and to commercially exploit the same by entering into agreements for sale and/or transfer and/or construction in respect of the Developer's Allocation in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality with or without amendment and/or modification made or caused by the Developer with the written approval of the Owner.

*Mangal Singh*  
Director

*Amit Singh*

- 5.2. The Developer shall first hand over the Owners' allocation to the Owners subject to compliance of Owners' obligation of ~~Adjustment~~ *refund* of advance payment and/or other dues, prior to the making over possession of the Developer's allocation to the intending transferees by the Developer.
- 5.3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the Developer or as creating any right, title and interest in respect thereof to the Developer other than a licence to the Developer to commercially exploit the said premises in terms hereof and to deal with the Developer's allocation in the buildings to be constructed thereon in the manner and subject to the terms hereinafter stated. The Developer further undertakes to comply with the terms and conditions contained herein.

*Humble*

#### ARTICLE-VI-CONSIDERATION

- 6.1. In consideration of the Owners having agreed to permit the Developer to commercially exploit the said premises and erect, construct and complete the new building or buildings thereon and/or on part thereof in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipal Authorities, the Developer shall allocate to the Owners 44 % of the entire (both residential and commercial areas) built up area including common areas, 44% of number of car parking spaces besides payment of a sum of Rs. 2,00,00,000/- (Rupees Two crore only) on account of refundable interest free advance which is to be Refunded in the manner indicated in the preceding clause 4.4.
- 6.2. The Developer shall prepare and cause the said plan to be sanctioned and to incur and bear all costs charges and expenses for preparation designing and obtaining sanction of the plan.
- 6.3. The Developer shall pay costs of supervision of the development and construction of the Owners' allocation in the building and to bear all costs charges and expenses for construction of the building at the said premises.
- 6.4. The aforesaid terms and other terms as embodied in this agreement are the consideration for grant of exclusive right for development of the said premises.
- 6.5. The Owners shall be exclusively entitled to their allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the Developer shall not have any right claim or interest whatsoever therein or any part thereof, and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Owners' allocation, subject however to what is provided elsewhere in this agreement.
- 6.7. The Developer shall be exclusively entitled to the Developer's allocation in the proposed building with exclusive right to transfer or otherwise deal with

interest whatsoever therein or any part thereof and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's allocation, subject howsoever to what is provided in the agreement.

- 6.8. The Owners shall at the request and cost of the Developer sign and execute such papers and documents as may be necessary from time to time for conferring title on the purchaser or purchasers of the unit from the Developer's allocation including car parking space and in addition for that purpose shall authorize and empower the Developer as its Constituted Attorney to sign such paper and documents as may be thought fit and proper. The costs including stamp and registration charges and all incidental expenses of such papers and documents shall be borne and paid by the Developer and/or its purchaser or purchasers.

#### ARTICLE-VII-POSSESSION

- 7.1. As soon as the building is complete, a certificate to that effect from the Architect of the project is sufficient, the Owner shall be given physical possession of the Owner's allocation prior to the making over possession of the Developer's allocation to the intending purchasers or other persons by the Developer. The Developer shall send a notice to the Owners by registered letter with A/D at their addresses or any other last known address for taking physical possession of their allocations subject to only upon refunding the interest free advance amount of Rs. 2,00,00,000/- in the manner specified in the preceding clause 4.4. above. If the Owners fail to take possession within 15 days from the date of receipt of such notice then it shall be DEEMED that the Owners have taken possession of their Allocation and the Developer shall be free and eligible to give possession thereof to its Intending purchasers even if they have satisfactorily refunded the sum of Rs. 2,00,00,000/- on account of adjustable advance.

PROVIDED HOWEVER, if the owners fail to refund the said sum of Rs. 2,00,00,000/- on account of adjustable advance to the satisfaction of the developer inspite of expiration of the notice period for delivery of possession given by the developer then in such event the developer shall also be eligible to deal with such part of the owners' allocation as would be sufficient for realization of the said adjustable advance amount and shall thereafter hand over possession of the remaining part of the owners' allocation of the built up area unto them in due compliance of their obligation hereunder. (8)

It is further agreed between the parties hereto that the possession of flats may be done in a phased manner and the Owners shall be liable to refund such proportionate amount from the interest free advance of Rs. 2,00,00,000/- to the Developer, which is in proportion of possession of area given to the total sanctioned area.

#### ARTICLE-VIII-BUILDING

(8) Be it specifically mentioned here that the Developer shall have only right to sell a portion/part of owner's allocation after obtaining written permission from the Council for the purpose of recovery of the said advance amount.

Shubh

- 8.1. The Developer shall at its own cost construct, erect, complete and make habitable uniformly the building and the common facilities and amenities including the Owners' allocation at the said premises in accordance with the plan to be sanctioned by the Rajpur-Sonarapur Municipality Authorities with good and standard materials mentioned in the **THIRD SCHEDULE** hereunder and/or those specification as may be specified by the Architect from time to time.
- 8.2. The Developer shall also provide and install a generator of sufficient capacity as the Developer may think fit and proper and all costs, charges and expenses on account thereof including the cost of its installation and distribution shall be paid and borne by the Owners and Developer and/or their nominee or nominees in proportion to the respective share of allocation.
- 8.3. The Developer shall at the costs of the Developer be authorized on behalf of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the building and other provisions and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its nominee a Power of Attorney and other authorities as shall be required by the Developer from time to time.

#### ARTICLE-IX-COMMON FACILITIES

- 9.1. The Developer shall pay and bear all municipal taxes and other dues and outgoings in respect of the said premises from the date of receiving vacant possession till such time as provided hereinafter.
- 9.2. As soon as the building is completed, the Developer shall give written notice through registered post with A/D to the Owners requiring the Owners to take possession of the Owner's allocation in the newly constructed building and certificate to that effect of the Architect being produced then after fifteen days from the date of service of such notice the Owner shall be obliged to take possession thereof and shall be liable to pay and discharge all Municipal taxes, rates duties and other outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocation, the said rates to be apportioned pro-rate with reference to the saleable space in the building if they are levied on the building as a whole.
- 9.3. The Owners and the Developer shall punctually and regularly pay for respective allocations the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all claims actions demands costs charges expenses and proceedings whatsoever.
- 9.4. As and from fifteen days from the date of service of notice of possession the Owners and Developer shall become liable to pay and bear proportionate share of the service charges for the common facilities in the building



payable for the respective allocations, and such charges shall include proportionate share of premium for the insurance of the building electricity charges, water, fire and scavenging charges and taxes for light sanitation and operation repair and renewal charges for bill collection and management of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of all common writing, pipes, electrical and mechanical equipment switchgear transformers generators pumps motors and other electrical and mechanical installations appliances and equipments stairways corridors halls passages ways lifts shafts gardens park ways and other common facilities whatsoever as may be mutually agreed from time to time.

9.5. Any transfer or any part of the Owners' allocation of the building shall be subject to the other provisions of these presents and the Owners and/or any person claiming through or under them shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

9.6. The Owners and <sup>or their nominee</sup> the Developer in proportion to their respective share of allocation in the built up area shall be liable on account of the costs and expenses for bringing and installing electricity meter including deposits on account of meter rent, cost of transformer, costs of underground cabling, ducting and its installation and/or any other right charges levied by the West Bengal State Electricity Distribution Co. Ltd. (WBSEDCL) authorities in providing such electricity connection. Provided However, if any deposit or payment is required to be made to the WBSEDCL authorities for any individual supply in respect of the Owners' allocation it shall be paid and discharged by the Owners and/or their nominee or nominees.

#### ARTICLE X-DEVELOPER'S INDEMNITY

10.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of the said premises and the construction of the said building, and the Owners shall not be held answerable, responsible and/or liable under any circumstances in any way whatsoever.

#### ARTICLE XI-MISCELLANEOUS

11.1. The Owners and the Developer have entered into this agreement purely on principal- to- principal basis and nothing contained herein shall be deemed to construe a partnership between the Developer in any manner nor shall the parties thereto constitute an association of persons.

11.2. It is understood that from time to time in order to facilitate the construction of the building by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for

1/1/2018

TOOL CONSTRUCTIONS PVT. LTD.

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 relating to which specific provisions may not have been mentioned herein. The Owners, hereby undertake to authorize and empower the Developer in the matter and the Owner shall execute any such additional power of attorney and/or authorizations in favour of the Developer or its nominee or nominees as may be required by the Developer for the purposes and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such actions deeds matters and things do not in any way fringe on the rights of the Owners and/or go against the spirit of this Agreement.

- 11.3. 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 if delivered by hand with due acknowledgement or sent by pre paid registered post with acknowledgement due at the address of the Owners and/or the last known address and shall likewise be deemed to have been served by the Owners on the Developer if delivered by hand or sent by pre paid registered post to the Registered Office of the Developer.
- 11.4. The Developer and the Owners jointly shall frame a scheme for the management and administration of the said building or buildings and/or common part thereof. The parties hereby agree to abide by all the rules and regulations of such Management Society Association/Holding Organization and hereby give their consent to abide by the same.
- 11.5. As and from the date of completion of the building the Developer and/or its transferees and the Owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent if any and wealth tax and other taxes payable in respect of their respective spaces.
- 11.6. Subsequent to this agreement either of the parties hereto shall be eligible to purchase and/or acquire the adjoining land and properties with the concurrence of the other so as to include the said property within the scope of development in such manner and on such terms as the parties hereto may hereafter mutually decide and agree upon without in any way altering and/or changing their respective rights and obligations under the present development agreement.

#### ARTICLE-XII-DOCUMENTATION

- 12.1. All documents in connection with the above project including applications, affidavits, declarations, deeds, agreements and/or any other document of like nature shall be such as would be prepared by T. C. Ray & Co., Advocates & Solicitors of No. 6, Old Post Office Street, Kolkata or such other Advocate that may be appointed by the Developer.

#### ARTICLE-XIII-FORCEMAJEURE

13.1. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

13.2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, act of state and/or any other act or commission beyond the reasonable control of the Developer.

#### ARTICLE-XIV-ARBITRATION

14.1. If at any time any dispute shall arise between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the joint arbitration of a mutually accepted arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996, and its statutory modification or reenactment thereof in force from time to time. The Arbitral Tribunal shall have the power to pass interim award.

#### ARTICLE XV JURISDICTION

15.1. The High Court at Calcutta shall have exclusive jurisdiction for adjudication of any dispute concerning and/or relating to and arising out of this agreement and/or implementation of any act by the parties hereto.

#### ARTICLE-XVI APPLICABLE LAWS

16.1. The interpretation of this agreement and/or any acts and/or omission arising out of this agreement including the conduct of the parties shall be governed by the applicable laws for the time being in force in India and/or State of West Bengal including their amendments and modifications from time to time.

#### FIRST SCHEDULE ABOVE REFERRED TO

**ALL THAT** piece or parcel of land hereditament and premises situate lying at Mouza-Barhans Farabad, P.S. and Sub-Registry Office-Sonarapur, District-24-Parganas, J. L. No. 47, Ward No. 29 (earlier ward no. 27) within Rajpur-Sonarapur Municipality containing by estimation an area of 103 Cottahs-14 Chittacks 27 Sq.ft. be the same a little more or less and comprised in RS Dag Nos. 1050,1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475 and 81, Together with building or structures standing thereon or on part thereof and butted and bounded in the manner hereinafter :

ON THE NORTH : By Municipal Road and portions of R.S.Dag Nos.1024, 1025(P), and 1026(P)

- ON THE SOUTH : By Portions of Dag Nos. 1049, 1047, 1050/1985, 1061(P), and 1066.
- ON THE EAST : By Portions of Dag Nos. 1015, 1055, 1057(P), and 1066.
- ON THE WEST : By Portions of Dag Nos, 1026(P), 1029, 1049, 1047, 1046, and 1060/1985.

**SECOND SCHEDULE HEREUNDER WRITTEN**

Name	Holding No. 3585 Dag No. 1950	Holding No. 3586 Dag Nos. 1952 and 1053	Holding No. 3684 Dag Nos. 1025 1027, 1050, 1023, 1922, 1028	Holding No. 2726 Dag Nos. 1051 1052, 1054, 1058, 1061.	Total
Amft Das	6C. 1ch.				6C. 1ch.
Noor Talina Khatoon	6C.				6C.
Sudeshna Das		5C.15ch.15sft.			5C.15ch.5sft
Mumtaz Khatoon		5C.15ch.15sft.			5C.15ch.5sft
Sateyn Vincom (P) Ltd.			5C.13ch.		5C.13ch.
Bipin Comm- ercial (P)Ltd.			5C.13ch.		5C.13ch.
Ajit Das (balance)			5C.5sft.	1C.	6C.5sft
Irfan Alam			3C.11ch.5sft	2C.11ch.9sft	6C.6ch.24sft
Imran Alam			3C.11ch.5sft	2C.11ch.9sft	6C.6ch.24sft
Mehnaz Khatun			1C.13Ch.26sft	1C.5ch.34sft	3C.3ch.14sft
Mehrunissa			1C.13Ch.26sft	1C.5ch.32sft	3C.3ch.13sft
Ishrat Nisha			1C.13Ch.26sft	1C.5ch.32sft	3C.3ch.13sft
Subktara Khatoon			1C.13Ch.26sft	1C.5ch.32sft	3C.3ch.13sft
Zafrun Nisha			1C.13Ch.26sft	1C.5ch.32sft	3C.3ch.13sft
Smt. Chanda Das				5C.8ch.42sft	5C.8ch.42sft
Minal Kanti Bhowmick				5C.8ch.41sft	5C.8ch.41sft
Swapnil Vindrade				5C.13ch.	5C.13ch.
Noor Tahira Khatoon				5C.6ch.19sft	5C.6ch.19sft
Noor Zaida Khatoon				5C.8ch.41sft	5C.8ch.41sft
Praveen Khatoon				5C.8ch.41sft	5C.8ch.41sft
					95C.135ch.333sft = 103C.14ch.18sft

**THIRD SCHEDULE HEREUNDER WRITTEN**  
**(SPECIFICATION OF THE CONSTRUCTION)**

1. STRUCTURE : R. C. C. Frame Structure.
2. FLOORING : Living and Dining Space and all bed rooms to be done vitrified tiles.
3. TOILETS : Floors to be of Anti-Skid Ceramic Tiles and ceramic tiles up to 6'00" height on the walls.
4. DOOR : Doors to be hot-pressed phenol bonded flush door with both side commercial ply. Main door to have one side teak ply.
5. WINDOWS : All to be of aluminum sliding with full glass panes without grill.
6. WALL (INSIDE) : Wall to be covered with Plaster of Paris.
7. WALL (OUTSIDE) : Exterior waterproof cement based paint of superior brand.
8. PLUMBING : For all water lines standard PVC/GI to be fitted with "jaguar or equivalent" or similar brand fixtures and fittings. Both toilet to be provided with hot and cold water lines.
9. SANITARY : Toilet to be provided with Western type Commode and cistern with one wash basin of White colour of Hindustan/Parry Make.
10. PAINTING : Internal doors to be painted with white enamel paint. Main Door to be finished in wooden polish on one side.
11. ELECTRICAL : Concealed wiring to be provided with Copper Wire of reputable brand. One exhaust point in kitchen and geyser in one toilet. One A. C. point in Master Bed Room. All rooms with have two light points, one fan point, Five Amp. Socket.
12. KITCHEN : Platform to be of black Granite, stainless steel sink, Counter will have Ceramic Tiles two feet above the platform.
13. ELECTRICAL : All switches will be of Modular type.
14. INTERCOM : Intercom connection for each flat will be provided.
15. TELEPHONE & T.V. : One Concealed point to be provided in every Flat for T.V. and Telephone.
16. LIFT : Lift of Good Quality make.

17. ROOF : Water proofing of roof as suggested by the Architect.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the 17<sup>th</sup> day of Oct, 2012

SIGNED SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of :

B. K. Paul.  
G. S. P. O. Str.  
Kolkata-1

P. P. Ray.  
1. Bid Post Office Str.  
Kolkata-1

Handwritten notes in Bengali script, partially legible, mentioning construction details.

Handwritten notes in Bengali script, including names like Neer Tahira Khatun, Parveen Khatun, Noorzahida Khatun, and Mehnaz Khatun.

SATYEN VINCOM PVT. LTD.  
*[Signature]*  
Director / Authorized Signatory

GANESH...  
*[Signature]*  
Director / Authorized Signatory



L.T.S. of...  
by two part of S. Das

Mumtaz Khatun  
APNIL VINTRADE PVT. LTD.  
*[Signature]*  
Director / Authorized Signatory

BIPIN COMMERCIAL PVT. LTD.  
*[Signature]*  
Director / Authorized Signatory

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of :

B. K. Paul  
P. P. Ray.

TODI CONSTRUCTIONS PVT. LTD.  
*[Signature]*  
Director

Directed by me  
S. Ray  
*[Signature]*

SPECIMEN FORM FOR TEN FINGERPRINTS



*many tooth*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*5-11-88*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Chasde Spar*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*5-11-88*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



*Sudeshna Das*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*H. M. S.*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Mehna Z. Khatoon*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Left Hand - Short Hair*  
*Right Hand - son of S. Chandra*



**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Mumlag Khatboon*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Noor Fatima Khatboon*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Pam V. Cam K. Khatboon*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Noor Zahida Khatboon*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

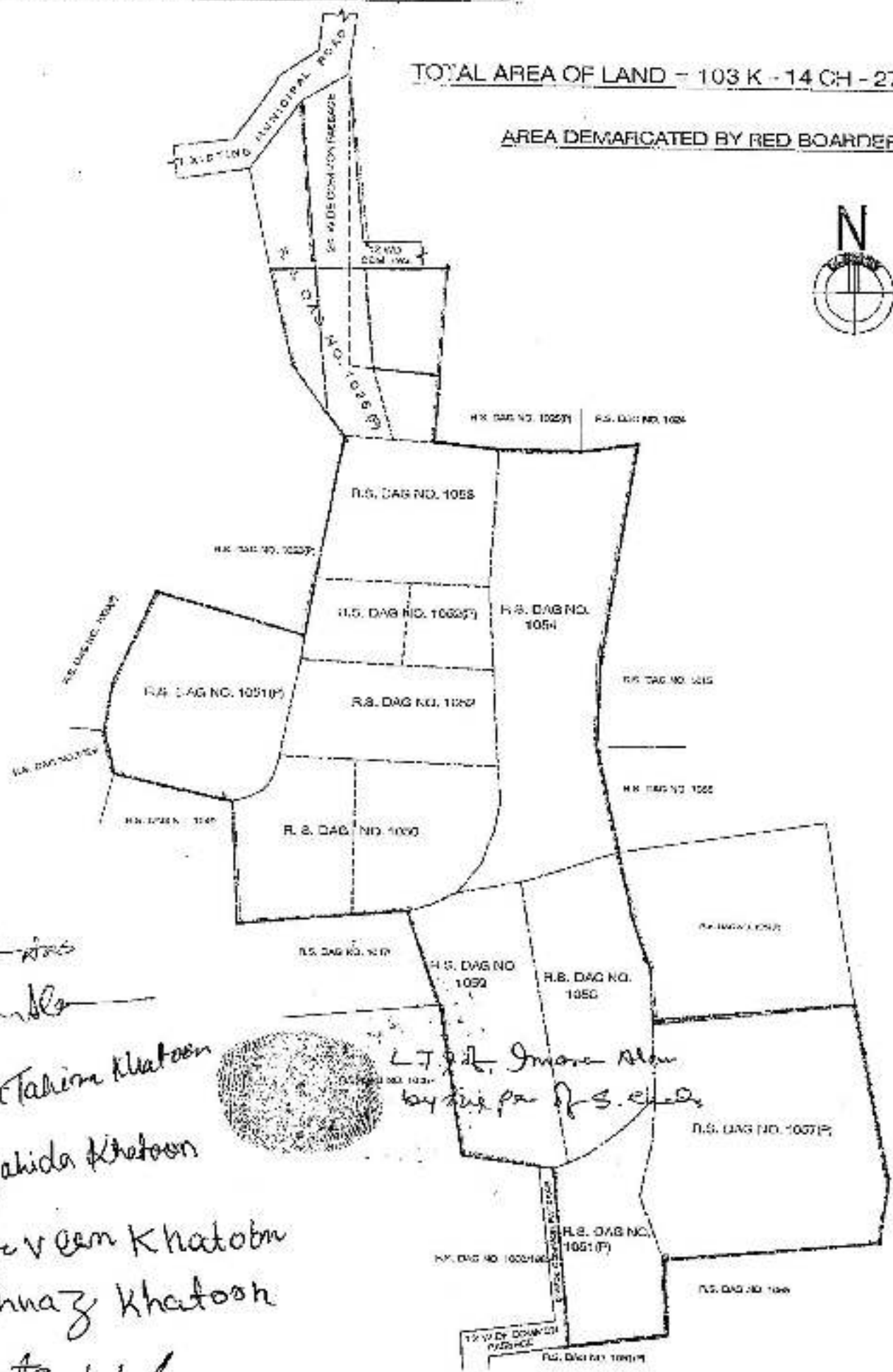
PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

R.S. DAG NO. 1022, 1023, 1025, 1026, 1050, 1051(P), 1052, 1053, 1054, 1057(P), 1058,  
 (P) AT MOUZA - BARHANS FARTABAD, J.L. NO. - 47, P.S. - SONARPUR, UNDER RAJPUR  
 MUR MUNICIPALITY, DIST. - 24 PARGANAS (SOUTH),

TOTAL AREA OF LAND - 103 K - 14 CH - 27 SQFT.

AREA DEMARCATED BY RED BORDER



*Handwritten signatures and names:*  
 Neeraj Khatoun  
 Neeraj Khatoun  
 Poo Veen Khatoun  
 Mehnaaz Khatoun  
 Mumtaz Khatoun



*Handwritten text:* L.T. dt. Imara Alau by the pa of S. e. etc.

**GAJRUP DEALMARK PVT. LTD.**

TODI CONSTRUCTIONS

MEMO OF CONSIDERATION

RECEIVED this day from the within-named Developer Rs. 2,00,00,000/- (Rupees Two crores Only) as and by way of interest-free Refundable Advance, by various cheques as per details mentioned below :-

(All Cheques are Drawn on Axis Bank Ltd., Tollygunge branch)

Cheque

<u>Dated</u>	<u>Cheque No.</u>	<u>In Favour Of</u>	<u>On Behalf Of</u>	<u>Amount(Rs)</u>
02/03/12	044315	Chhanda Das	Self	10,00,000/-
-do-	044316	Sudeshna Das	Self	10,00,000/-
-do-	044317	Mihir Kanti Bhowmick	Self	5,00,000/-
10/10/12	RTGS	Ajit Das	Self	30,00,000/-
16/10/12	044385	Chhanda Das	Self	15,00,000/-
-do-	044386	Amit Das	Self	10,00,000/-
-do-	044387	Bipin Commercial (P)Ltd.	Self	5,00,000/-
-do-	044388	Satyen Vincom (P) Ltd.	Self	5,00,000/-
-do-	044389	Swapnil Vintrade (P)Ltd.	Self	5,00,000/-
-do-	044390	Gajrup Dealmark (P) Ltd.	Self	5,00,000/-
-do-	044391	Irfan Alam	Self	10,00,000/-
-do-	044392	Irfan Alam	Smt. Mehnaz Khatoon	10,00,000/-
-do-	044393	-do-	Smt. Mehrun Nisha	10,00,000/-
-do-	044394	-do-	Smt. Isharat Nisha	10,00,000/-
-do-	044395	-do-	Smt. Subklara Khatoon	10,00,000/-
-do-	044396	-do-	Zafrun Nisha Khatoon	10,00,000/-
-do-	044397	-do-	Smt. Parveen Khatoon	10,00,000/-
-do-	044398	-do-	Smt. Noor Zahida Khatoon	10,00,000/-
-do-	044399	-do-	Noor Tahira Khatoon	10,00,000/-
-do-	010801	-do-	Smt. Mumtaz Khatoon	05,00,000/-
-do-	010802	-do-	Imran Alam	05,00,000/-

WITNESSES

B.K. Paul

P.P. Roy.

Sudeshna Das  
Director / Authorised Signatory

GAJRUP DEALMARK PVT. LTD.

Director / Authorised Signatory

SATYEN VINCOM PVT. LTD.

Director / Authorised Signatory

Ajit Das  
Imran Alam

Noor Tahira Khatoon  
Parveen Khatoon  
Noor Zahida Khatoon  
Mehnaz Khatoon  
Mumtaz Khatoon