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Additional District Sub-Registrar Rajarhat New town, North 24-Pgs.

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THIS DEVELOPMENT AGREEMENT made this 25 H day of No vem lest wo Thousand and Nineteen of the Christian Era;

BETWEEN

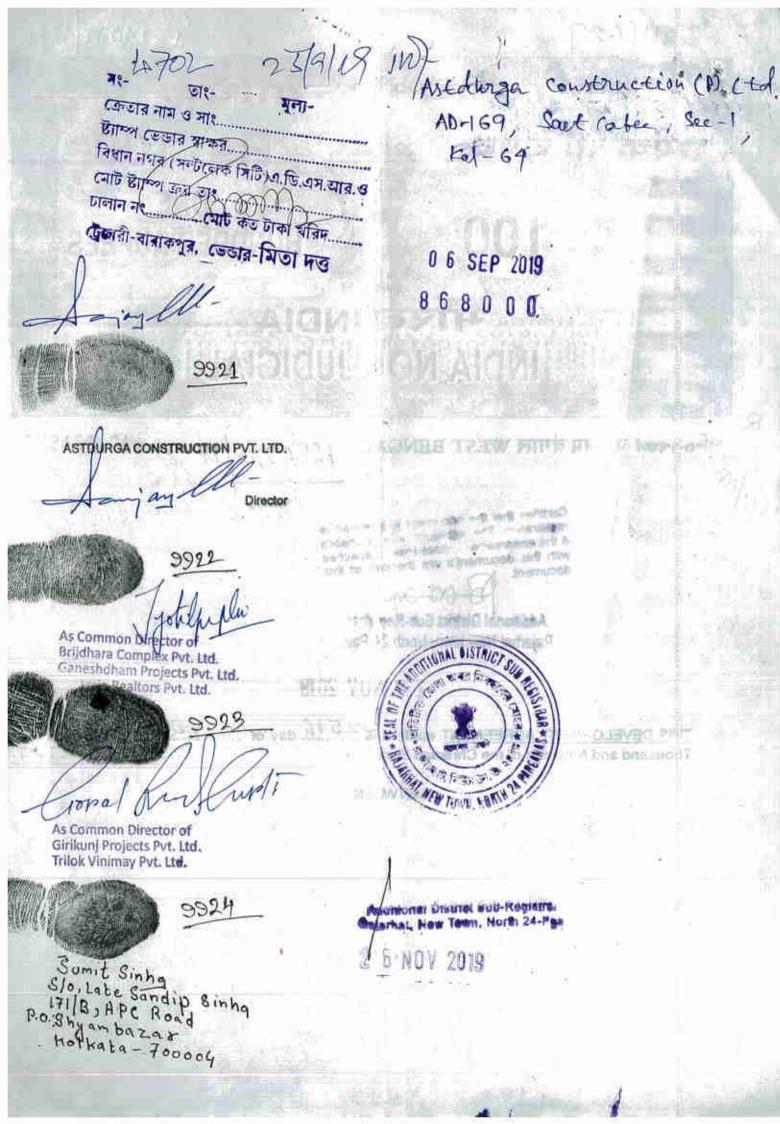
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Reference Complete Pvt. Ltd. Cartesco, per Projects Pvt. Ltd.



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

192019200098095361

Payment Mode

Online Payment

GRN Date: 25/11/2019 09:57:10

Bank :

BRN:

BRN Date:

955034111

15230001656228/4/2019 (Query No./Query Yoar)

Name:

Astdurga Construction Pvt Ltd

Contact No.:

9331018602

E-mail:

AD169JÄSS@GMAIL;COM

Address:

AD169 Saltlake Secil

Applicant Name:

∖ŠANJAY GUPTA

Office Name:

Office Address:

Status of Deposite

ate, Development Agreement or Construction agreement

Purpose of payment / Remarks

Property Registration- Stamp duty

0030-02-103-003-02

Total

9920

15230001656228/4/2019

Property Registration Registration

0030-03-104-001-16

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In Words:

Rupees, Nine Thousand Nine Hundred Forly One only

9941



(1) M/S. BRIJDHARA COMPLEX PVT, LTD. (PAN - AAFCB5850K) (2) M/S. GANESHDHAM PRIOECTS PVT. LTD. (PAN - AAFCG2596M) (3) M/S. CENTERIO REALTORS PVT. LTD. (PAN - AAFCC4953Q), the abovenamed three companies are represented hereby a common Director MRS, JYOTI GUPTA (having PAN No -AFVPG4781L & AADHAAR No. 8278 9747 3830) w/o Sanjay Gupta, by Faith Hindu, by Nationality Indian, residing at Dwarka Vedmani, AD-169, Satt Lake City, Sector- I, P.O.: Bidhannagar, P.S.: Bidhannagar North, Kolkata- 700064, (4) M/S. GIRIKUNJ PROJECTS PVT. LTD. (PAN - AAFCG4316D) (5) M/S. TRILOK VINIMAY PVT. LTD. (PAN -AADCT0988J) both the Companies are represented hereby a common Director MR. GOPAL PRASAD GUPTA (having PAN No. ADVPG3111G & AADHAAR No. 5493 3644 0967) s/o Late. Dwarika Lat Gupta, by Faith Hindu, by Nationality Indian, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, P.O.: Bidhannagar, P.S.: Bidhannagar North, Kolkata- 700064, all the abovenamed companies are incorporated under Indian Companies Act 1956, having Principal place of Business at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, P.O.; Bidhannagar, P.S.; Bidhannagar North, Kolkata – 700064, and are hereinafter jointly referred to and called as the "OWNERS/VENDORS" (which expression shall unless otherwise repugnant to the context be deemed to mean and include their executors, successor and successors-at-office, legal representatives, administrators and assigns) of the <u>FIRST PART;</u>

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M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED (having PAN – AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD–169, Salt Lake City, Sector–1, Kolkata 700 064 being represented by one of its Director SRI SANJAY GUPTA (having PAN No. ADRPG6327Q & AADHAAR No. 7089 5093 7284), son of Sri Gopat Prasad Gupta, by faith Hindu, by occupation Business, by nationality: Indian, residing at Dwarka Vedmani, AD–169, Sector–I, Salt Lake City, Kolkata–700 064, hereinafter referred to and called as the DEVELOPERS / BUILDERS (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the SECOND PART;

## WHEREAS: THE OWNERS HAVE REPRESENTED THE DEVELOPER :-

- A. By a registered Deed of Conveyance dated 09.03.1956 duly registered at Sub-Registration Office at Cossipore, Durn-Durn and recorded in Book No. 1, Volume No. 35, Pages 261 to 270, Being No. 2115 for the year 1956, the erstwhile Principal Landlord Roy Bahadur Kanai Lal Nandi sold, transferred and conveyed several Sali/Agriculture landed properties total admeasuring more or less 30.41 acres under several Khatians, all at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, to Kartick Chandra Seal, Makhan Lal Seal being Benamder of Kartick Chandra Seal and to Renuka Bala Seal being Benamder of Anil Chandra Seal free from all encumbrances whatsoever.
- B. Since after the aforesaid purchase the said Kartick Chandra Seal, Makhan Lal Seal and Renuka Bala Seal thus became seized and possessed the aforesaid properties and



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subsequently during Revisional Survey Settlement their names had been duly recorded under R.S. Khatian Nos. 228 & 201 and; while in enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri Anil Chandra Seal respectively filed Declaratory Suits being Title Suit No. 491 of 1967 and Title Suit No. 8 of 1969, in the 3<sup>rd</sup> Court of Munsiff at Sealdha against the aforesaid Benamders Makhan Lal Seal and Renuka Bala Seal in respect of the aforesaid property AND finally obtained necessary decree against the aforesaid Benamders in respect of the aforesaid properties; and in consequences thereof, the said Kartick Chandra Seal and Sri Anil Chandra Seal thus became absolute owners in a proportions that the said Kartick Chandra Seal entitled to 2/3<sup>rd</sup> share and Anil Chandra Seal entitled to 1/3<sup>rd</sup> share of all the aforesaid properties at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas and seized and possessed of and well and sufficiently entitle thereto free from all encumbrances whatsoever.

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- Ċ. By a Deed of Conveyance dated 29.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Being (Deed) No. 4770 for the year 1972, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, Alt That piece or parcel of Sali Land measuring about 0.03 acre comprised in part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos. 590 and 0.64 acre comprised in part of R.S. Dag No. 591and also 0.14 acre comprised in part of R.S. Dag No. 594 all said four Dags under R.S. Khatian No. 228 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 601 under R.S. Khatian No. 201, total Sali Land admeasuring 1.32. acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Narayan Krishna Chakraborty therein called as the Purchaser free from all encumbrances whatsoever, and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 30.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 12, Pages 27 to 29, Being (Deed) No. 7491 for the year 1972, the said Sri Narayan Krishna Chakraborty being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Ajit Kumar Mondal therein called as the Purchaser free from all encumbrances whatsoever.
- D. After the aforesaid purchase by dint of the said Sale Deed the said Ajit Kumar Mondal thus became seized and possessed of and or well and sufficiently entitle to the said piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, District 24 Parganas and while in enjoyment thereof, the said Ajit Kumar Mondal sold, transferred and conveyed half portion thereof measuring 0.66 acre by a Deed of Conveyance dated 05.03.1975 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 252 to 255, Being (Deed) No. 2098 for the year 1975, unto and in favour of one Sri Balai Chandra Naskar therein called as the Purchaser free from all encumbrances whatsoever; and subsequently on the same day the said Ajit Kumar Mondal sold, transferred and conveyed the remaining



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half portion thereof measuring 0.66 acre by another Deed of Conveyance duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 32, Pages 223 to 226, Being (Deed) No. 2100 for the year 1975, unto and in favour of one Sri Sudam Chandra Naskar therein called as the Purchaser free from all encumbrances whatsoever.

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- E. Subsequently by a Deed of Conveyance dated 06.04.1979 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 50, Pages 114 to 118, Being (Deed) No. 2423 for the year 1979, the said Sri Balai Chandra Naskar and Sri Sudam Chandra Naskar being the owners thereof therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances, each of their half share measuring 0.66 acre so purchased by them severally by or dint of the aforesaid respective Sale Deeds in respect of the aforesaid properties being. All That piece or parcel of Sali Land. measuring 0.03 acre comprised in Part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos, 590 and 0.64 acre comprised in part of R.S. Dag No, 591and also 0.14 acre comprised in part of R.S. Dag No. 594 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 601, total Sali Land admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Jaday Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever and; subsequently the above properties were duly recorded in the name of said Jaday Chandra Halder under L.R. Kh. No. 380 & 173.
- F. Since after such purchase while in peaceful enjoyment thereof free from all encumbrances, by a Deed of Conveyance dated 14.12.1987 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 148, Pages 385 to 392, Being (Deed) No. 7399 for the year 1987, the said Sri Jadav Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags under and Part of R.S. Khatian No. 228 & 201 and subsequently under Kri-Khatian No. 380, 173 & T.R./67, all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of his son Sri Narayan Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.
- G. By another Deed of Conveyance dated 05.05.1973 duly registered at the Sub-Registration Office at Cossipore, Dum Dumand recorded in Book No. 1, Volume No. 55, Pages 243 to 245, Being (Deed) No. 3383 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and 0.03 acre another part of Sali Land comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in part of R.S. Dag No. 598 total admeasuring 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Jaya Ghosh wife of Amal Kumar Ghosh therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase



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while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 28.08.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 107, Pages 24 to 27, Being (Deed) No. 5979 for the year 1976, the said Smt. Jaya Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of her aforesaid purchased properties being All That piece or parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and 0.03 acre comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in part of R.S. Dag No. 596 total admeasuring 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station; Rajarhat at present P.S. New Town, District; 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Narayan Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.

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- H. In the manners of aforesaid respective purchase by dint of the aforesaid two registered Deed of Conveyances Being Nos. 5979/1976 and 7399/1987, the said Narayan Chandra Halder thus became the owner of total 1.98 (0.66+1.32) acre of Sali Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; while seized and possessed thereof, the said Narayan Chandra Halder sub-divided the same into some small demarcated plots under a scheme plan for the purpose of setling the plots to the prospective buyers intending to purchase the plot/s;
- I. By an Indenture of sale dated 15.04.2004 registered at the Office of the Additional District Sub-Registrar Bidhannagar, North 24 Parganas and recorded in Book No. 1, Volume No. 308, Pages: 137 to 172, Being No. 5149 for the year 2006 the said Narayan Chandra Halder son of Jaday Chandra Halder of Sulanguri, P.O: Gouranga Nagar, Kolkata 700 059, North 24-Parganas, therein as the Vendor at the valuable consideration mentioned therein sold, conveyed and transferred free from all encumbrances ALL THAT piece or parcel of "Sail" land being a plot under a Master Scheme Plan marked as Plot No. 16, measuring an area of 03 (Three) Cottah 01 (One) Chhittak a little more or less comprised in part of R.S. as well L.R. Dag Nos. 594, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian No. 380, lying and situated at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touzi No. 178, P.O: Gouranga Nagar, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Mr. Prasanta Bhuinya therein referred to as the Purchaser.
- J. Since by virtue of the aforesaid registered Deed of Conveyance the said Prasanta Bhuinya thus became absolutely seized and possessed of his said Plot of Land measuring area about 03 (Three) Cottah 01 (One) Chhittak a little more or less, comprised in part of R.S. as well L.R. Dag No. 594, lying and situated at Mauza Sulangari, J.L. No. 22, Touji No. 178, R.S. No. 196, within the ambit of the BL & ŁRO Rajarhat, with common easement rights in all common passages provided in the said Master Scheme Plan abutting the Said Plot No. 16, Police Station: New Town formerly Rajarhat P.S., P.O: Gouranga Nagar, District: North 24 Parganas and while in enjoyment thereof, by a Deed of Conveyance dated 05.05.2006



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registered at the Office of the A.D.S.R. Bidhannagar, Salt Lake City, duty numbered and recorded on 09.06.2010 in Book No. 01, CD Volume No. 09, Pages from 8875 to 8893, Being No: 05894 for the year 2010, the said Prasanta Bhuinya being the owner therein called as the Vendor sold transferred and conveyed the said Plot No. 16 measuring 03 (Three) Cottah 01 (One) Chhittak comprised in part of R.S. as well L.R. Dag No. 594, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, under and part of L.R. Khatian Nos. 380,173, T.R/67, lying and situated at Mauza Sulangari, P.O: Gouranga Nagar, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station-Rajarhat now New Town P.S., District: North 24 Parganas unto and in favour of Mr. Nayan Mistri s/o Indra Bhusan Mistri therein referred to as the Purchaser free from all encumbrances whatsoever.

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- K. Since after the aforesaid purchase by virtue of the aforesaid registered Deed of Conveyance the said Nayan Mistri thus became absolutely seized and possessed of his said Plot of Land being Plot No. 16, measuring area about 03 (Three) Cottahs 01 (One) Chhittak a little more or less, comprised in part of R.S. as well L.R. Dag No. 594 at Mauza Sulangari, P.O: Gouranga Nagar, J.L. No. 22, Touji No. 178, R.S. No. 196, within the ambit of the BL & LRO Rajarhat, with common easement rights in all common passages in connection thereto, Police Station: New Town formerly Rajarhat P.S., District: North 24 Parganas and while in enjoyment thereof, by a Deed of Conveyance dated 13.08.2010 registered at the Office of the A.D.S.R. Bidhannagar, Salt Lake City, duly recorded in Book No.01, CD Volume No. 14, Pages from 3738 to 3753, Being No: 08352 for the year 2010, the said Nayan Mistri being the owner therein called and referred to as the Vendor at the consideration mentioned therein sold transferred and conveyed a piece or parcel of sall land marked as Plot No: 16A measuring 01 (One) Cottaha 06 (Six) Chhittaks be the same as little more or less being a demarcated part and portion of the said Plot No. 16 measuring 03 (Three) Cottah 01 (One) Chittak comprised in part of R.S. Dag Nos. 594, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, under and part of L.R. Khatian Nos. 380, 173, T.R/67, lying and situated at Mauza Sulangari, P.O: Gouranga Nagar, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District; North 24 Parganas unto and in favour of Mrs. Sumitra Devi and Mr. Birendra Kumar therein jointly called as the Purchasers free from all encumbrances whatspever,
- L. In the aforesaid two Deed of Conveyances Being Nos. 05894 & 08352 both for the year 2010 of A.D.S.R.O. Bidhannagar, due to inadvertence and or oversight the said Dag No. 594 was mistakenly mentioned as Dag No. 691 despite the actual possession of the said Plot No. 16 and subsequently after the demarcation thereof the demarcated Plot No. 16A have been and is all along lying and situated in-part of said R.S. as well L.R. Dag No. 594, however, for all intents and purposes the parties to the both said Deed of Conveyances intended to transfer and have actually transferred the aforesaid plot of land marked as Plot No. 16 and subsequently after demarcation the demarcated part of Plot No. 16A comprised in Dag No. 594, in Mouza Sulanguri, P.O: Gouranga Nagar, J.L. No. 22, R.S. No. 196, Touzi No. 178 within the limit of Jyangra-Hatiara 2 No. Gram Panchayet, P.S. Rajarhat now New Town P.S., District North 24-Parganas.
- M. In order to rectify the said error made in the said conveyance Being No. 05894/2010 in respect of said R.S./L.R. Dag No. 601 in place of 594, the said Parsanta Bhuinya and the



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- said Nayan Mistri being the Vendor and the Purchaser respectively rectified the said mistake by a Deed of Declaration registered at the office of the A.D.S.R. Rajarhat, 24 Parganas North on 19.01.2016 in Book I, Volume No. 1523-2016, Pages 31987 To 32000, Being No. 885 for the year 2016.
- N. Similarly, in order to rectify the said error made in the said conveyance Being No. 08352/2010 in respect of said R.S./L.R. Dag No. 601 in place of 594, the said Nayan Mistri and the said Mrs. Sumitra Devi and Mr. Birendra Kumar being the Vendor and the Purchaser respectively rectified the said mistake by a Deed of Declaration registered at the office of the A.D.S.R. Rajarhat, 24 Parganas North on 19,01.2016 in Book I, Volume No. 1523-2016, Pages 26507 To 26521, Being No. 524 for the year 2016.
- O. By a Deed of Conveyance dated 19.01.2016 registered at the Office of the A.D.S.R. Rajarhat, 24 Parganas North, duly recorded in Book No. 01, Volume No. 1523-2016, Pages from 26424 to 26446, Being No. 00530 for the year 2016, the said Mrs. Sumitra Devi and Mr. Birendra Kumar being the owners therein called and referred to as the Vendors at the consideration mentioned therein sold transferred and conveyed a piece or parcel of sali land marked as Plot No. 16A measuring 01 (One) Cottaha 06 (Six) Chhittaks be the same as little more or less being a demarcated part and portion of the said Plot No. 16 measuring 03 (Three) Cottah 01 (One) Chhittak comprised in part of R.S. Dag Nos. 594, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, under and part of L.R. Khatian Nos. 380, lying and situated at Mauza Sulangari, P.O: Gouranga Nagar, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas unto and in favour of M/s. Brijdhara Complex Pvt. Ltd. the First Party in S.L. No. (1) herein therein called as the Purchaser free from all encumbrances whatsoever.
- P. By a Deed of Conveyance dated 18.03.1972 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 30, Pages 117 to 120, Being (Deed) No. 1591 for the year 1972, the said Sri Kartick Chandra Seal and Sri Anil Chandra Seal therein as the owners vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid properties, All That piece or parcel of Sali Land admeasuring about 0.99 acre out of which 0.06 acre comprised in part of R.S. Dag No. 617 and 0.08 acre in part of R.S. Dag No. 618, and 0.36 acre in part of R.S. Dag No. 620 and 0.33 acre in part of R.S. Dag No. 591, and 0.06 acre comprised in part of R.S. Dag No. 592 and 0.07 acre comprised in part of R.S. Dag No. 693 and 0.03 acre in part of R.S. Dag No. 646 under R.S. Khatian No. 5 and subsequently off R.S. Khatian No. 84, part or Khanda Khatian No. 197 and part thereof being, Khanda Khatian No. 228, all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Mira Rani Nandi wife of Sachindra Nath Nandi free from all encumbrances whatsoever.
- Q. By another Deed of Conveyance dated 20.06.1973 duly registered at District Sub-Registration Office at Alipore, 24 Pargans and recorded in Book No. 1, Volume No. 104, Pages 31 to 33, Deed No. 3300 for the year 1973 the aforesaid Anit Chandra Seal and Kartick Chandra Seal sold, conveyed and transferred ALL THAT "Sali Land" measuring about 0.33 acre comprised in part of R.S. Dag No. 645 under R.S. Khatian No. 228 and Khatian No. 5, all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town,



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District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Sachindra Nath Nandi son of Late Hriday Nath Nandi free from all encumbrances whatsoever.

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- R. Since after the aforesaid purchase while seized and possessed thereof by a Deed of conveyance dated 25.03.1975 duly registered at Cossipore Dum Dum Sub-Registration Office and recorded in Book No. 1, Volume No. 51, Pages 206 to 209, Being No. 3131 for the year 1975 the aforesaid Mira Rani Nandi wife of Sachindra Nath Nandi out of her aforesaid properties total admeasuring 0.99 acre sold, conveyed and transferred a major part thereof being a Sali Land measuring 0.17 acre comprised in part of R.S Dag No. 620 and 0.06 acre comprised in part of R.S Dag No. 592 and 0.07 acre comprised in part of R.S Dag No. 593 and 0.03 acre in part of R.S. Dag No. 648 and 0.33 acre in part of R.S. Dag No. 591, total admeasuring Sali Land about 0.66 acre (66 decimal), all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule thereunder unto and in favour of Smt. Lila Rani Ghosh wife of Sri Dulal Chandra Ghosh free from all encumbrances whatsoever.
- S. Since after the aforesaid purchase while seized and possessed thereof by a Deed of conveyance dated 25.03.1975 duly registered at Cossipore Dum Dum Sub-Registration Office and recorded in Book No. 1, Volume No. 60, Pages 63 to 65, Being No. 3133 for the year 1975, the aforesaid Sachindra Nath Nandi son of Late Hriday Nath Nandi out of his aforesaid purchased Sali Land total measuring 0.33 acre, sold, conveyed and transferred a major part thereof being All That Sali Land measuring about 0.16 acre (16 decimal) comprised in part of R.S. Dag No. 645, at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule thereunder unto and in favour of said Lila Rani Ghosh wife of Sri Dulal Chandra Ghosh free from all encumbrances whatsoever.
- T. Since after the aforesaid purchase by dint of the aforesaid two Deed of Conveyances the said Lila Rani Ghosh thus became seized and possessed of and or well and sufficiently entitle to All That Piece or Parcel of Sali Land total admeasuring 0.83 acre out of which 0.33 (33 decimal) acre comprised in part of R.S. Dag No. 591, 0.06 acre in R.S. Dag No. 592, 0.07 acre in R.S. Dag No. 593, 0.18 acre in part of R.S. Dag No. 620, 0.16 acre (16 decimal) in part of R.S. Dag No. 645, and 0.03 acre in R.S. Dag No. 646 all at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas as the absolute owner thereof and subsequently her name had been duly recorded under Kri Khatian No. 420 with the District Land Revisional Settlement Record 24 Parganas under the Government of West Bengal in respect of the aforesaid properties and thereafter had been paying rent or taxes to the collectorate 24 Parganas in her name.
- U. Subsequently while in absolutely seized and possessed thereof by a Bengali Deed of Conveyance dated 07.05.1985 duly registered at Additional District Sub-Registration Office Bidhannagar, Salt Lake City, and recorded in Book No. 1, Being No. 3235 for the year 1985, the said Lila Rani Ghosh therein as the Vendor sold, conveyed and transferred the entire aforesaid property consist of a Sali Land admeasuring 0.83 acre comprised in aforesaid Dags recorded under Kri Khatian No. 420 all at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now



Adultional District Sus-Registrate



North 24 Parganas morefully described in the schedule written therein to one Fatick Chandra Mondal son of Late Sarat Chandra Mondal the purchaser therein at the valuable consideration thereunder absolutely free from all encumbrances whatsoever.

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- V. By virtue of the aforesaid conveyance Fatick Chandra Mondal became the absolute owner and in possession of ALL THAT piece or parcel of "Sali" land measuring 0.33 (33 decimal) acre comprised in part of R.S. Dag No. 591, 0.06 acre in R.S. Dag No. 592, 0.07 acre in R.S. Dag No. 593, 0.18 acre in part of R.S. Dag No. 620, 0.16 acre (16 decimal) in part of R.S. Dag No. 645, and 0.03 acre in R.S. Dag No. 646, total admeasuring more or less 0.83 decimal under R.S. Khatian No. 228, comprised in said Dag Nos. 591,592, 593, 620, 645 and 646 within Mouza- Sulangari, J.L. No. 22, R.S. No.176, Touzi No. 178, Police Station- Rajarhat, Sub- Registration Office at Cossipore, Dum Dum at persent A.D.S.R Bidhan Nagar Salt Lake City, District 24 Parganas now North 24 Parganas; and while seized and possessed thereof, the said Fatick Chandra Mondal sub-divided the same into some small demarcated plots under a scheme plan for the purpose of selling the plots to the prospective buyers intending to purchase the plot/s.
- W. By a Bengali Indenture of sale dated 07.03.2014, registered at the Office of the Addl. District Sub-Registrar, Rajarhat, North 24-Parganas and recorded in Book No. 1, CD Volume No. 4, Pages from 10215 to 10226, Being No. 02613 for the year 2014 the said Fatick Chandra Mondal therein as the Vendor at the valuable consideration mention therein sold, conveyed and transferred free from all encumbrances whatsoever ALL THAT Plot of "Sali" land measuring an area of 0.03 acre equivalent to 1(one) Cottah, 13 (thirteen) Chittaks, 04 (four) sq. ft. a little more or less, comprised in part of R.S. Dag Nos. 646 with common easement rights on and over 10' feet wide Common Passage under and part of R.S. Khatian No. 228, L.R. Khatian No. 420, at Mauza Sulangari, J.L. No. 22, R.S. No. 176, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: 24 Parganas now North 24 Parganas morefully and particularly described in the Schedule written therein to <u>SANU ROY</u> therein called as the Purchaser absolutely and forever.
- Χ. Since by virtue of the aforesaid registered Deed of Conveyance dated 07.03.2014, Being No. 02613/2014 the said Mr. Sanu: Roy had thus became absolutely seized and possessed of the aforesaid Plot of Land measuring area about 01 (One) Cottah, 13 (Thirteen) Chitacks, 04 (Four) sq. ft. be the same a little more or less, comprised in part of R.S. Dag No. 646, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian No. 420, lying and situated at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas, And while in seized and possessed thereof, by a Deed of Conveyance dated 15.09.2015, duly registered at the office of the ADSR Rajarhat, New Town, North 24 Pgs., recorded in Book No. 1, Volume No: 1523-2015, Pages from 123698 to 123720, Being No: 10252 for the year 2015, the said Sanu Roy therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed, out of his aforesaid Plot of Land measuring area about 01 (One) Cottah, 13 (Thirteen) Chitacks 04 (Four) sq. ft., a demarcated portion thereof measuring 1 cottah, 05 chittaks be the same a little more or less, comprised in part of R.S. Dag Nos. 646 with common easement rights on and over 10' feet wide Common Passage, lying and situated at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now



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New Town P.S., District: North 24 Parganas; unto and in favour of M/s. Ganeshdham Projects Pvt. Ltd. The First Party in SL. No. (2).

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- Y. By another Deed of Conveyance dated 01.08.1985 duly registered at the Office of the District Registrar at Alipore, and recorded in Book No.1, Volume No. 181, Pages 14 to 27, Being (Deed) No. 10713 for the year 1985, the said Sri Fatick Chandra Mondai being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of his aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No. 3 of the said Scheme Plot Plan measuring an area of 05 Cottahs, 08 Chhittaks, 21 Sqft. a little more or less comprised in part of R.S. Dag No. 591, togetherwith common easement rights on and over the Common Passages, at Mauza: Sulanguri, J.L. No. 22, R.S. No. 176, R.S. Khatian No. 228 corresponding to L.R. Khatain No. 420, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Smt. Rajkumari Didwania therein referred to as the Purchaser at the valuable consideration mentioned therein.
- Z, Since after the said purchase by dint of the said Registered Deed Conveyance dated 01.08.1985, the said Rajkumar Didwania thus became absolutely seized and possessed of the aforesaid Plot No. 3 as the absolute bonafide Owner thereof and while in enjoyment of his aforesaid Plot of Land free from all encumbrances, by a Deed of Conveyance dated 24.11.2014 duly registered at the Office of the Additional District Sub-Registrarar Rajarhat, Newtown, North 24 Paganas, and recorded in Book No.1, CD Volume No. 21, Pages: 4696 to 4711, Being (Deed) No.12892 for the year 2014, the said Smt. Rajkumari Didwania being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased Plot of Land Being No. 3 of the said Scheme Plot Plan measuring 05 Cottahs, 08 Chhittaks, 21 Sqft, a little more or less, a demarcated portion of land thereof marked as Plot No. 3/A measuring an area of 02 Cottahs, a little more or less comprised in part of R.S. Dag No. 591, at Mauza Sulanguri, J.L. No. 22, R.S. Khatian No. 228 corresponding to L.R. Khatain No. 420, Touzi No. 178, P.S.- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sri Tanmoy Das therein referred to as the Purchaser at the valuable consideration mentioned therein.
- AA. By another Deed of Conveyance dated 10.04.2015 duly registered at the Office of the Additional District Sub-Registrarar Rajarhat, Newtown, North 24 Paganas, and recorded in Book No.1, CD Volume No. 8, Pages: 11335 to 11350, Being (Deed) No.04415 for the year 2015, the said Smt. Rajkuman Didwanja being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of his remaining area of Plot of Land Being No. 3 of the said Scheme Plot Plan, another demarcated portion of land thereof marked as Plot No. 3/B measuring an area of 01 Cottahs, 11 Chhittaks a little more or less comprised in part of R.S. Dag No. 591, togetherwith common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. Khatian No. 228 corresponding to L.R. Khatian No.420, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Mrs. Arpita Samaddar therein referred to as the Purchaser at the valuable consideration mentioned therein.



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BB. After the respective sale of the aforesaid two demarcated portions marked as 3/A & 3/B the balance portion of the original Plot No. 3 remained with the said Rajkumar Didwania measuring an area of 1 cottah, 13 chittaks, 21 sq. ft. on actual measurement land area found 1 cottah, 13 chittaks be the same a little more or less comprised in part of R.S. Dag No. 591, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, R.S. Khatian No. 228. corresponding to L.R. Khatain No. 420, Touzi No. 178, Police Station- Rajamat now New Town P.S., District: North 24 Parganas; And while in absolutely seized and possessed thereof, by a Deed of Conveyance dated 15.09,2015 duly registered at the office of the ADSR Rajarhat, New Town, North 24 Pgs., recorded in Book No. I, Volume No: 1523-2015, Pages: from 123373 to 123396, Being No: 10240 for the year 2015, the said Rajkumar Didwania therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed his aforesaid Plot of Land measuring area about 1 cottah, 13 chittaks be the same a little more or less comprised in part of R.S. Dag No. 591, Mouza Sulanguri morefully described in the schedule therein unto and in favour of M/s. Centerio Realtors Pvt. Ltd. The First Party in SL. No. (3).

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- By a Deed of Conveyance duty registered at the Sub-Registration Office at CC. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 17, Pages: 27 to 30, Being (Deed) No. 212 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.40 acre comprised in part of R.S. Dao Nos. 539 and 0.11 acre comprised in part of R.S. Dag Nos. 542 both under and Part of R.S. Khatian No. 228 togetherwith 0.24 acre comprised in part of R.S. Dag No. 541 and 0.08 acre comprised in part of R.S. Dag No. 540. both under and Part of R.S. Khatian No. 201, total Sali Land admeasuring 0.83 acre comprised in Part of said four Dags all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Bhadreshwar Ghosh therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 06.07.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 68, Pages: 268 to 270, Being (Deed) No. 4591 for the year 1976, the said Sri Bhadreshwar Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 0.83 acre comprised in Part of said four Dags recorded under and Part of R.S. Khatian Nos, 228 & 201 all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Namita Bala Mondal wife of Sri Bhupati Krishna Mondal therein called as the Purchaser free from all encumbrances whatsoever. .
- DD. By another Deed of Conveyance dated 30.01.1974 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 21, Pages: 46 to 48, Being (Deed) No. 538 for the year 1974, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.24 acre comprised in R.S. Dag Nos. 597 and 0.24 acre another part of Sali Land comprised in part of R.S. Dag Nos. 598, total admeasuring 0.48 acre in Part of



Market New Town, North 24-Pgs

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said two Dags both under R.S. Khatian No. 228, at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Sunanda Chowdhury, Smt. Jaya Ghosh and Smt. Bela Ghosh all therein jointly called as the Purchasers free from all encumbrances whatsoever; and after such purchase while jointly seized and possessed thereof, by a Deed of Conveyance dated 06.12.1976 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 137, Pages: 57 to 59, Being (Deed) No. 7911 for the year 1976, the said Smt. Sunanda Chowdhury, Smt. Jaya. Ghosh and Smt. Bela Ghosh being the joint owners thereof therein as the Vendors jointly sold, conveyed and transferred free from all encumbrances, the entirety of their aforesaid purchased properties being. All That piece or parcel of Sali Land measuring about 0.24 acre. comprised in R.S. Dag Nos. 597 and 0.24 acre comprised in part of R.S. Dag Nos. 598 total admeasuring 0.48 acre comprised in Part of said two Dags both under R.S. Khatian No. 228, all at Mauza Sulangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Sukhendu Ghosh son of Tarapada Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

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EE. Since after the aforesaid purchase the Said Sukhendu Ghosh thus became seized and possessed of the aforesaid property being All That piece or parcel of Sali Land total admeasuring 0.48 acre comprised in R.S. Dag Nos. 597 & 598 both under R.S. Khatian No. 228, all at Mauza Sutangari, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, as the absolute owner thereof and; while in seized and possessed thereof, by a Deed of Conveyance dated 15.11.1977 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 140, Pages: 103 to 105, Being (Deed) No. 6215 for the year 1977, the said Sri Sukhendu Ghosh therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased Sali Land total admeasuring 0.48 acre morefully described in the Schedule therein unto and in favour of Sri Bhupati Krishna Mondal the husband of aforesaid Namita Bala Mondal absolutely and forever.

FF. In the manners of aforesaid respective purchase by dint of the aforesaid two registered Deed of Conveyances Being Nos. 5491/1976 and 6215/1977, the said Smt. Namita Bala Mondal and her husband Sri Bhupati Krishna Mondal thus became the owners of total Sali Land measuring 0.99 acre comprised in Part of R.S. Dag Nos. 539, 542, 597 & 598 all under and Part of R.S. Khatian No. 228 togetherwith 0.32 acre comprised in Part of R.S. Dag Nos. 540 & 541 both under and Part of R.S. Khatian No. 201 total admeasuring 1.31(0.99+0.32) acre of Sali Land all lying and situated at Mouza Sulangari, Police Station: Rajarhat at present New Town, District: 24 Parganas fow North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; during L.R. Survey Settlement the name of said Smt. Namita Bala Mondal duly recorded under L.R. Khatian No. 204 and the name of said Bhupati Krishan Mondal duly recorded under L.R. Khatian No. 327 in respect of the aforesaid properties so purchased by each of them in the manners aforesaid.

GG. The said Bhupati Krihsna Mondal died intestate survived by his said wife Namita Bala, four sons namely Tarani, Satyajit, Swapan and Amiya Mondal, four daughters namely



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Mrs. Uma Mondal, Gouri Mondal, Parbati Nag and Miss Pratima Mondal all as the joint legal successors of said Late Bhupati Krishna Mondal and all those who since after his expiry became jointly seized and possessed of all the assets and properties including of the said 0.48 (0.24+0.24) acre of Saii Land comprised in R.S. Dag Nos. 597 & 598, at Mouza Sulangari, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, recorded under L.R. Khatian No. 327 so left by said Bhupati Krishna Mondal since deceased and each of his aforesaid nine (09) legal successors became or entitled to 1/9<sup>th</sup> share of rights title and interest therein.

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- HH. Since after the expiry of said late Bhupati Kriahna Mondal, save and except his youngest daughter Pratima Mondal all other tegal successor time to time jointly sold out their 8/9<sup>th</sup> share in the aforesaid Sali land measuring 0.48 acre left by said Bhupati Krishna Mondal, and the said Pratima Mondal now Pratima Khelo being one of his daughters as well a legal successor thus become the owner of 0.0533 acre equivalent to 03 cottha 04 chhittaks little more or less of Sali land out which 01 cottha 10 chhittaks little more or less comprised in part of R.S. as well L.R. Dag No. 597 and 01 cottha 10 chhittaks little more or less comprised in part of R.S. as well L.R. Dag No. 598, both under L. R. Khatain No. 327, at Mouza Sulangari, Police Station: Rajarhat at present New Town, District: North 24 Parganas, being her 1/9<sup>th</sup> share in aforesaid Sali land measuring 0.48 acre inherited from her said deceased father and left remained with her since after the dispose of their 8/9<sup>th</sup> share by her other co-sharers.
- By an Indenture of Sale dated 15.10.2014 duly registered at the Office of the Additional District Sub-Registrar Rajarhat, North 24 Parganas and recorded in Book No. 1, CD Volume No. 18, Pages 8506 to 8516, Being No. 11368 for the year 2014 the said Pratima Mondal now Pratima Khelo therein as the Vendor at the valuable consideration mentioned therein sold, conveyed and transferred ALL THAT Piece Or Percel of Sali Land measuring an area of 01 (One), Cottahs 10 (Ten) Chhittaks a little more or less comprised in part of R.S. Dag Nos. 598, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, presently recorded under and part of L.R. Khatian No. 327, lying and situated at Mauza Sulangari, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Mr. Shyamal Kanti Roy therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever.
- JJ. Since by virtue of the aforesaid registered Deed of Conveyance dated 15.10.2014, Being No. 11368 the said Mr. Shymal Kanti Roy had thus became absolutely seized and possessed of the said Plot of Land measuring area about 01 (One) Cottah, 10 (Ten) Chhittak be the same a little more or less, comprised in part of R.S. Dag No. 598, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian Nos. 327, lying and situated at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas; And while in seized and possessed thereof, by a Deed of Conveyance dated 17.06.2015, duly registered at the office of the ADSR Rajarhat, New Town, North 24 Pgs., recorded in Book No. I, Volume No: 1523-2015, Pages: from 24629 to 24648, Being No: 06762 for the year 2015, the said Shyamai Kanti Roy therein referred to as



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the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed his aforesaid Plot of Land measuring area about **01** (One) Cottah, **10** (Ten) Chhittak be the same a little more or less, comprised in part of R.S. Dag No. 598, Mouza Sulanguri unto and in favour of M/s. Girikunj Projects Pvt. Ltd. The First Party in SL. No. (4).

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KK. By a Deed of Conveyance dated 27.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 110, Pages: 297 to 300, Being (Deed) No. 7471 for the year 1972 the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.50 acre comprised in R.S. Dag No. 619 under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Smt. Sarada Mondal therein called as the Purchaser free from all encumbrances whatsoever, and after such purchase the said Sarada Mondal thus became seized and possessed of the said Sali Land measuring 0.50 acre free from all encumbrances whatsoever and subsequently recorded her name under L.R. Khatian No. 478 in respect of the said Sali Land.

LL. While in seized and possessed thereof the said Sarada Mondat died intestate on 02.06.2008 survived by her four daughters namely Smt. Jaya Rani Das, Smt. Radha Rani Majhi, Smt. Shikha Pramanick and Smt. Monika Dhali as her only legal successors and those who subsequently upon death of their said mother jointly inherited all the properties including of the said 'Sali Land' measuring about 0.50 acre comprised in R.S. Dag No. 619 under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas left by their said mother Sarada Mondal since deceased.

MM. By a Deed of Conveyance dated 08.03,2011 duly registered at the Office of the Additional District Sub-Registrar Bidhannagar, North 24 Parganas in Book No. 1, CD Volume No. 5, Pages 7556 to 7570, Being (Deed) No. 02852 for the year 2011, the said Smt. Jaya. Rani Das, Smt. Radha Rani Majhi, Smt. Shikha Rani Pramanick and Smt. Monika Dhali being the joint owners thereof therein as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred free from all encumbrances, out of their aforesaid Sali Land a portion thereof being a plot under a Scheme Plan marked as Plot No. 3, measuring an area of 01 (one) Cottab 14 (fortgen) Chitacaks be the same a little more or less comprised in part of R.S. Dag No. 619, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, corresponding to under and part of L.R. Khatian No. 478, lying and situated at Mauza Sulanguri, J.L. No. 22, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sunil Shaw, Anil Shaw & Jitendra Shaw therein jointly referred to as the Purchaser.

NN. By a Deed of Conveyance dated 17.07.2019 duly registered at the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas in Book No. 1, CD Volume No. 1523-2019, Pages 331212 to 331244, Being (Deed) No. 08570 for the year 2019, the said Sunil Shaw, Anil Shaw & Jitendra Shaw being the owners thereof therein jointly called



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as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred their said plot of land under the said Scheme Plan marked as Plan Plot No. 3, measuring an area of 01 (one) Cottah 14 (forteen) Chitacks be the same a little more or less comprised in part of R.S. Dag No. 619, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, corresponding to under and part of L.R. Khatian No. 478, subsequently severally recorded under L.R. Khatian Nos. 1760, 1761 & 1750, lying and situated at Mauza Sulanguri, J.L. No. 22, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of M/s. Trilok Vinimay Pvt. Ltd. the First Party in S.L. No. (5) herein therein called as the Purchaser free from all encumbrances whatsoever.

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- OO. By another Deed of Conveyance dated 08.03.2011 duly registered at the Office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 5, Pages 7654 to 7667, Being (Deed) No. 02856 for the year 2011, the said Smt. Jaya Rani Das, Smt. Radha Rani Majhi, Smt. Shikha Pramanick and Smt. Monika Dhali being the joint owners thereof therein as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred free from all encumbrances, out of their aforesaid Sali Land a portion thereof being a plot under a Scheme Plan marked as Plan Plot No. 4, measuring an area of 01 (one) Cottah 14 (forteen) Chitacaks be the same a little more or less comprised in part of R.S. Dag No. 619, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, corresponding to under and part of L.R. Khatian No. 478, lying and situated at Mauza Sulanguri, J.L. No. 22, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sri Gulab Chandra Shaw therein referred to as the Purchaser.
- PP. By a Deed of Conveyance dated 17,07,2019 duly registered at the Office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas in Book No. 1, CD Volume No. 1523-2019, Pages 331965 to 331992, Being (Deed) No. 08572 for the year 2019, the said Sri Gulab Chandra Shaw being the owner thereof therein as the Vendor at the valuable consideration mentioned therein sold, conveyed and transferred his said plot of land under the said Scheme Plan marked as Plan Plot No. 4, measuring an area of 01 (one) Cottah 14 (forteen) Chitacaks be the same a little more or less comprised in part of R.S. Dag No. 619, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, corresponding to under and part of L.R. Khatian No. 478, subsequently L.R. Khatian No. 1729, lying and situated at Mauza Sulanguri, J.L. No. 22, Touzi No. 178, Police Station-Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Said M/s. Trilok Vinimay Pvt. Ltd. the First Party in S.L. No. (5) herein therein called as the Purchaser free from all encumbrances whatsoever.
- QQ. Since after the aforesaid purchase by virtue of the respective Deed of Conveyances stated above the First Parties herein have thus become seized and possessed of each of their respective portions of land as aforesaid and which are contigious and amalgamated in nature total admeasuring a land area about 9 cottans 14 Chitacks, be the same a little more or less comprised in part of R.S as well L.R Dag No. 598, 646, 591, 594 & 619, R.S.



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Khatian No: 228, corresponding to L.R Khatian No. 327, 420, 380, 1760, 1761, 1750 & 1729, at present severally recorded in the respective names of the First Parties comprised under L.R. Khatian Nos. 2091, 2147, 2148, 2198, 2842 & 2841, lying and situated at Mauza Sulanguri, Police Station: Rajarhat at present P.S.: New Town, under Jyangra-Hatiyara Gram Panchyat-II, District: North 24 Parganas morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the 'Said Land' Said Demised Land' and the First Parties herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispendenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

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<u>AND WHEREAS</u> the Owner/s herein are desirous of development and construction of multistoried building/s comprised of self-contained modern flats on ownership basis with car parking spaces on their said land under the First Schedule but due to paucity of fund and lack of experience they are unable to do so by their own capacity.

AND WHEREAS the Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Complex / Complex for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and in urge of the same M/S ASTDURGA CONSTRUCTION PVT. LTD. the DEVELOPER herein have acquired landed properties some by way of purchase and some by way of several joint Ventures Agreement with several Land Owners in the said locality at the same Mouza- Sulanguri beside and surroundings the plots hereunder the First Schedule for development and construction of a Housing Complex / Complex comprised of series of buildings such as Block – A, B, C, D, E, F and onwards comprised self-contained residential flats, car-parking spaces, commercial spaces and others in the locality and have already commenced the construction of some blocks / buildings within the complex Meena Aurum.

AND WHEREAS having knowledge of the Developer's such intention for development and construction of the aforesaid Housing Complex / Enclave by the Developer in the same locality the owner/s herein have approached the Developer to acquire their said plot of land under the First Schedule hereto within the pool of said Development and Construction of said Housing Complex; and having been approached by the owner/s herein in respect of his/her/their aforesaid proposal and also relying on the above representations made by the Owner/s herein to be true, the Developer-hereto has agreed with the Owner/s for acquiring his/her/their Said Land under the First Schedule in the said pool of Development of the Housing Complex/Enclave by way of construction of multi-storied buildings consists with various numbers of self-contained residential flats, carriparking spaces, shops and others on the said plot of land under the First Schedule hereto including other adjacent plots of land by amalgamating the plots acquired and or so to be acquired by the Developer herein and as per drawing plan and specifications to be signed by the owner/s and sanctioned by the competent authorities.

<u>AND WHEREAS</u> the owners hereby declare that the land is free from all encumbrances and the Owners have marketable title thereto.



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AND WHEREAS the Developer has prior to this agreement made independent investigations about the title of the Owners on the said land and has approved and accepted the same and the Developer or its nominee or nominees or the Purchaser of floors, to be constructed by the Developer and Developer shall not be entitled to raise any objection to the title of the Owners to the said plot of land any further. But the Developer or its nominee or the transferee may inspect with prior notice to the Owners for the owner's deeds, documents, etc. in connection with the said plot of land in possession of the Owners.

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Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

**AND WHEREAS** in this Agreement expression used herein shall unless it be contrary and/or repugnant to the context have the following meanings;

<u>HEADINGS</u>: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

"THE OWNERS" shall mean namely (1) M/S. BRIJDHARA COMPLEX PVT. LTD., (2) M/S. GANESHDHAM PRJOECTS PVT. LTD., (3) M/S. CENTERIO REALTORS PVT. LTD., (4) M/S. GIRIKUNJ PROJECTS PVT. LTD., (5) M/S. TRILOK VINIMAY PVT. LTD. described as the parties of the FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND/ AMALGAMATED LAND" described in "First Schedule" hereunder.

"DEVELOPER" Shall mean M/S. ASTDURGA CONSTRUCTION PVT. LTD. (having PAN AALCA5946M) a company incorporated under Indian Companies Act, 1956 having its registered office at AD – 169, Salt Lake City, Sector– 1, Kolkata – 700 064 dealing with business of Real Estate and Development and Construction of Building or Buildings and seiling of flats/ units to the public and referred to as the Second Party herein and have been appointed by the First Party herein as their exclusive Authorised Agent for the purpose of Development Work on and upon the 'Said Demised Land' of the First Party described in the First Schedule hereunder.

"SAID LAND" OR "DEMISED LAND" ALL THAT piece and parcel of land total admeasuring an area of 9 cottahs 14 Chitacks, be the same a little more or less comprised in part of R.S as well L.R Dag No. 598, 646, 591, 594 & 619, R.S. Khatian No. 228, corresponding to L.R Khatian No. 327, 420, 480, 4760, 4761, 1750 & 1729, at present severally recorded in the respective names of the First Parties comprised under L.R. Khatian Nos. 2091, 2147, 2148, 2198, 2842 & 2841, lying and situated at Mauza Sulanguri, Police Station: Rajarhat at present P.S.: New Town, under Jyangra-Hatiyara Gram Panchyat-II, District: North 24 Parganas morefully and particularly described in the FIRST SCHEDULE hereunder written.

"PROPOSED AMALGAMATED LAND"/"AMALGAMATED PROPERTY" shall mean the 'Said Land' and/or the said property described in the First Schedule hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the Said Land and or Said Property by the Developer at any point of time either before or after fulfilling this



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contract and for the said purpose the developer shall be entitled to execute all lawful Deeds including Deed of Amalgamation at its sole costs and expenses.

"SAID BUILDING / SAID BUILDINGS" shall mean Multi-Storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the owner/s "Said Land" described hereunder in the First Schedule AND / OR on the said proposed 'Amalgamated Land' as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively thereon.

"SANCTIONED PLAN" shall mean "Building Plan OR Plans" for a Multi-Storied buildings on the "Said Land" OR a composite Plans showing several Multi-Storied buildings on the proposed "Amalgamated Land" and or "Amalgamated Property" as defined above and so to be prepared and submitted by the Developer at its sole discretions and own costs; and so would be sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and / or by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

"SAID HOUSING COMPLEX" shall mean a Complex namely 'Meena Aurum' consisting of several buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities so have been already constructed in others Phases of construction on others adjacent landed properties and so to be constructed and erected on the said demised land of Landowner/s herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNERS' ALLOCATION" shall mean that the First Party herein as the Landowners shall be entitle to get 30% (Thirty percent) built up area out of the total constructed areas of the proposed building/s in the manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed buildings so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' described in the First Schedule and the said Owners' Allocation morefully and collectively described in Part –I of the Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations".



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"<u>DEVELOPER'S ALLOCATION</u>" Shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

"SUPER BUILT-UP AREA OF THE FLAT/UNIT" shall mean, the built-up area of the any 'Flat/Unit' togetherwith 25% being the indivisible, proportionate shares of all common areas and / or common portions in the said premises added with the said Built-up area aggregating a "Total Measuring Area" of a 'Flat/Unit'.

"PHASES" with their grammatical variations shall mean the different Phases of Constructions in the said Housing Complex on Blocks-wise within which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

"<u>TRANSFEREES</u>" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"Units" shall mean and include:-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

<u>"FORCE MAJURE"</u> Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

<u>"TAX LIABILITIES"</u> The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet, and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.



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"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of unit/units.

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the super built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Demised Land" and/or "Said Amalgamated Land"/ "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Premises".

"SINGULAR" shall include the "PLURAL" and vice-versa.

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"MASCULINE" shall include the "FEMININE" and vice-versa.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owners herein has/have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressively mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by



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adjoining any other adjacent land or properties with the said demised land hereunder the First Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare hereby their free consent and hereby given unfettered exclusive rights to the Developer to the extent of their rights, title and interest in the said proposed Amaigamated Land and the Owner/s also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation" the owners shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or alterations in constructions deviating from the sanction plan are found then it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite by the concerned Municipal Authority. The owners however Neither shall be liable to pay any amount on account of such deviations Nor shall be entitle to claim any amount OR any additional constructed areas other than the said "Owners' Allocations" agreed and stated hereinabove and described in Part - II of the Second Schedule hereunder.

It is agreed by and between the parties hereto that subject to a perfect marketable title is found and/or made out by the owner/s and subject to the Owners' names are mutated with the concerned Land Settlement Record and also the necessary conversions certificates are obtained in respect of change of nature and character of the property hereunder the First Schedule as a 'Bastu Land' as it is physically existing in place of Sali Land as now recorded in B.L.& L.R.O. Records, the owner/s shall be entitle to get 30% (thirty percent) total built up area out of the total constructed areas of the proposed building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed building/s so to be constructed by the Developer on the Owners' Said Land under the First Schedule and the said 30% (thirty percent) total built up area out of the total constructed areas of the proposed building/s in the proposed Housing Complex altocable to the owner/s, shall be constructed by the Developer morefully and collectively described in Part - I of the Second Schedule hereunder written and as described hereinabove as "Owners' Aliocations" in fully complete and in habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the Said Lard hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings and at the said Housing Complex. The said "Owners' Allocable Area" described in Part - I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule, and together with proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtances in connection to the said owners' allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation". It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owner/s shall not be entitled to any additional area and or any cash consideration Provided a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party.



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- 3. Simultaneously with the execution of these presents the Owner/s herein shall sign, execute and a General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Second Party and also of Sanjay Gupta the nominated director of the Developer and all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressively mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwih the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper and the Owner/s however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney Sri Sanjay Gupta and also any of the authorized director of the Second Party herein for the time being in force and shall form a part of this agreement and the said Power or powers of of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTY" and the entire Housing Project is fully and properly developed by the Developers/Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning. \*
- After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. Subject to availability of the marketable title of the said land hereunder the First Schedule is found and or made out by the owner/s and immediate after the name/s of the owner/s is/are mutated and also the necessary Conversion Certificate is/are obtained as aforesaid by the Owner/s, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owners' Allocations" in the proposed



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building/s within 48 (forty-eight) months from the date of obtaining necessary sanction of the Buildings Plan or Pians.

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- 5. The said owners' allocation in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the owner/s has/have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the owner/s. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to 8.L. & L.R.O. and also Panchayet taxes and other outgoings w.e.f. the date hereof till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owner/s.
- Other than the said owners' allocable portions under the Part -t of the Second Schedule togetherwith the undivided proportionate share of the said land described under the First Schedule viz. a viz. the Owners' Allocation allocable to the Owner/s, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the 'Said Land'. The said residue portions (other than the "Owners' Allocations") of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the 'Said Land' hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the sell-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/car parking space in the new proposed building or buildings on the Owner/s 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises save and except the Owner/s shall be solely responsible and liable for making out perfect and marketable title of the said Land hereunder the First Schedule and also for obtaining Mutation/Certificate in the name of the Owners (if not yet mutated) as well the Conversion Certificate in respect of the nature and character of the land under the First Schedule hereto.
- 7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in the proposed building or buildings on the said land/said property or on the said amalgamated land/amalgamated



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property. The Developer shall be fully entitle to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/or mortgagee/mortgagees without hampering the owner/s interest covered under this Agreement.

- 8. The Developer shall be entitle to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground/overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable / responsible in any manner whatsoever regarding the construction materials used by the Developer.
- 9. The Owners from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.
- 10. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for marking payment to each and all of them. The land-owners shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.
- 11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owner/s, his/her/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.
- 12. It is agreed that whenever it becomes necessary and asked by the Developer, the owner/s shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owners' allocable portions, by the developer without raising any objection, thereto. It is agreed that immediate after sanction of the Building Plan and prior to commencement of construction work, the Owner/s shall deliver and handover all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for



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investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto unobliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Complex at the said premises or at the amalgamated premises.

- It is agreed by the land owner/s that in future or during the course of construction, if 13. any defect on the title is found or any suit is lodged against the land owner's in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf on the land owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owner/s herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owners' Allocations" at the time of delivery of the same to the Owners herein. However the owner/s herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through them. However, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non-fulfillment of all the necessary obligations on the part of the Land-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Land-owners shall be bound to pay of all the cost and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Schedule shall remained with the Developer till such amounts are recovered by the Developer from the Owner/s.
- 14. Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majeure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners allocable said portions within the period specified in clause 4 (four) hereinabove, It is expressively mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owners' allocable portions and shall intimate the Owner/s through Registered Post offering the Owner for taking delivery of Owners' allocable portions within 15 days from the date of such intimation AND in failure or negligence on the part of the Owner/s to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a mariner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and



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further shall be entitle to continue with exercising of its absolute rights and authority to dispose of the developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the owner/s herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it mentioned hereto that since the said General Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

- 15. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.
- 16. The Landowner/s hereby agree and covenants with the Developer to pay proportionate Panchayet/Municipal rates, taxes, the Rent or Khajna payable to the Collectorate North 24 Parganas and all other outgoings including service-tax, vat and others as applicable and payble time to time under statu and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owners' Allocation to the Landowner/s by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.
- 17. The Landowner/s shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.
- 18. Upon the Developer constructing and delivering possession to the Landowner/s of his/her/their allocation, the Landowner/s shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.
- 19. The Landowners' Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -



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- 20. The Landowner/s shall not use or permit to use the Landowners' Allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.
- 21. Landowner/s shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 22. THE LANDOWNERS FIRST PARTY DOTH HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:
- i) That each and every representation made by the First Party/Land Owner/s hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner/s.
- ii) That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- iii) That The First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.
- iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- v) That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.
- vi) That For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.
- vii) That it is bi-laterally agreed in between the parties hereto that the First Party/Land-Owners shall bear proportionate costs or charges for installation of electrical transformer



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within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

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- viii) That The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.
- 23. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein 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 if made by each of them.
- 24. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations 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 occupiers of the building indemnified from and against the consequences of any breach.
- 25. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.
- 26. No combustible goods or other items/materials shall be kept by the Landowner/s or by the Developer for display or otherwise in the corridors or other places of the 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 new building or buildings and in case any such hindrance is caused by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.
- 27. 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 or Buildings or in the compounds corridors or any other portion or portions of the new Building or buildings.
- 28. The landowner/s shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building 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 new similar purposes.
- 29. On or before taking delivery of the "Owners' Allocations" the Land Owner/s shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder.-



Promotes Description Sus-Registral Parties New Town, North 24-Pas

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- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.
  - (ii) Power Backup Charges.
  - (iii) Club membership charge.
- (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.
  - (ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity for his/her/their Owners' Allocation from the Main Service connection.
  - (iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions.
- IT IS FURTHER agreed and understood between the parties hereto as follows:-
- The Landowner/s and the Developer have entered into this agreement purely for construction and delivery of Owners' Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowners in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.
- ii) The "Landowners' Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in each of all the respective buildings subject to due compliance of all the obligations on the part of the Landowner/s under the terms and conditions of this Agreement and under the Law Of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowner/s shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.
- iii) In the event the Landowner/s is/are entitled to any liquidated damages in terms of the said Clause 4 (four) stated hereinabove the said liquidated damages shall be paid by the Developer at the time of delivery of Owners' Allocations.
- iv) The Landowner/s shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.
- v) It is well agreed and understood between the parties hereto that in the event of failure on the part of the Developer to complete the entire project within the stipulated time as agreed upon by virtue of these presents subject to relaxations and provisions made in



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- Clause 4 above (the time is the essence of the contract), the Landowner/s shall be entitled to terminate this Agreement and re-possess the said premises.
  - 31. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 as Amendment Act 2015 and also all its modifications for the time being in force shall be final and binding on both the parties.

# THE FIRST SCHEDULE ABOVE REFERRED TO:

(The "Said Land" / "Demised Land" Owned By the First Parties Herein)

ALL THAT SAID SALI LAND admeasuring a net land area about 9 cottahs 14 Chitacks, be the same a little more or less out of which 1 cottah, 6 chitacks comprised in part of R.S./L.R. Dag No. 594, 1 cottah, 5 chitacks comprised in part of R.S./L.R. Dag No. 591, 1 cottah, 10 chitacks comprised in part of R.S./L.R. Dag No. 598, and 3 cottahs, 12 chitacks comprised in part of R.S./L.R. Dag No. 619, R.S. Khatian No: 228, corresponding to L.R. Khatian Nos. 380, 420, 327, 1760, 1761, 1750 & 1729, at present severally recorded in the respective names of the First Parties comprised under L.R. Khatian Nos. 2198, 2147, 2148, 2091, 2842 & 2841, togetherwith rights of ingress and egress through common passages abutting the "Said Land" and all the right & benefits in connection thereto, lying and situates at Mouza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No.178, Police Station: Rajarhat at present New Town, under Jyangra-Hatiara Gram Panchayet— II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas. The Said Land butted and bounded by:

ON THE NORTH

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: By 10' feet wide common kuncha passage;

ON THE SOUTH

By land in part of L.R Dag No. 610;

ON THE EAST

: By land in part of L.R Dag No. 594;

ON THE WEST

: By land in part of t.:R\*Dag No. 591 & 593;

# THE SECOND SCHEDULE (PART-I) ABOVE REFERRED TO:

(The Owners Allocations)

ALL THAT 30% share of the said super, built-up areas calculated and as defined hereinabove in any portion at the suitable choice and discretion of the Developer in the said proposed building including of proportionate and undivided shares in all common areas and common amenities in the Said Premises described in the Fourth Schedule and constructed and finished as per specifications under the Third Schedule togetherwith undivided proportionate shares of the Said Land described in the First Schedule hereinabove.

# (Developer's Allocation) (Part - II)

<u>ALL THAT</u> Constructed Areas save and except the portions allocable to the owner and also the common areas, the entire remaining area in the new buildings equivalent to 70%



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(Seventy percent) super built-up areas of the proposed buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer and/or its nominee/s or assignees under the terms and conditions of this Development Agreement.

# THE THIRD SCHEDULE ABOVE REFERRED TO:

#### SPECIFICATION

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# DOOR & WINDOW:

All doorframes (size 4"x 2 ½") would be made of Sal/Hard wood, doors shutter would be flush doors made of commercial ply (Brahmaputrra ply or similar brand), all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour alluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

#### FLOORING:

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walts of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

#### SANITARY & PLUMBING:

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.), All taps & C.P. fittings of Essco or similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

# 4. KITCHEN:

Black Granite counter top, Stainless steel sink  $(17" \times 20")$ , glazed wall tiles up to 2 ft above black granite counter.

### 5. ELECTRICAL WORKS:

- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinc of legrand or other similar brand)

- i) Bed room (each)
- 2 Light points
- 1 Fan point
- 1 Plug point (5 Amp.)
- ii) Dining/Drawing
- 2 Light points
- 1 Fan points
- 1 Plug points (15 Amp.)
- 1 TV Power point.

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1 Cable Point without Wire

1 phone Point without Wire

iii) Kitchen 1 Light point

1 Exhaust Fan Point

1 Plug point (15 Amp.)

iv) Toilet 1 Light point

1 Exhaust Fan Point

1 Plug point (15 Amp.) for Geyser

v) Verandah 1 Light point

vi) Entrance 1 Door Bell point

6. WATER : Overhead water tank is to be constructed for

supply of water (24 hours).

PAINTING : Plaster of Paris inside walls.

OUTSIDE PAINTING : Snowcem 2 coats painting.

9. RAILING OF STAIR CASE: Railing of iron.

STAIR CASE PAINTING : Plaster of Paris.

11. LIFT : One MCD (Manual Collapsible Door) lift in each

Block.

# THE FOURTH SCHEDULE REFERRED TO :

1. Staircase of all the floors of the said multi-storied building.

- 2. Common landings with lift, Common passage including main entrance leading to the ground floor.
- 3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
- Common toilet on the ground floor, ...
- Common Caretaker's room.
- Meter space.
- 7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
- 8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
- Boundary walls and Main gate.
- 10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in



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amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is expressively mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.

11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

# COMMON EXPENSES:

- All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
- All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
- Costs and charges of establishment for maintenance of the said building.
- Costs and insurance premium for insuring the building and/or the common portion.
- All charges and deposits for supply of common utilities to all the co-owners in common.
- Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
- Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
- All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
- All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.



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

# WITNESSES:

1. Sumit Sinha

S/o. Late Sandip Sinha 171/B, A.P.C Road, Post Office: Shyambazar, Police Station: Shyampukur, Kolkata – 700 004.

2. Arpon charrabordy S10. Tapon charrabordy M. 10 ROAD, L. N Pally. RO+RS- Nimaa, NOL- 700049.

As Common Director of Brijdhara Complex Pvt. Ltd. Ganeshdham Projects Pvt. Ltd. Centerio Realtors Pvt. Ltd.

> As Common Director of Girikunj Projects Pvt. Ltd. Trilok Vinimay Pvt. Ltd.

> > LANDOWNERS

Drafted by:

Anup Jer. Ghash.
(Advocate)
Judges Court Barusat
(F-01/14)

ASTDURGA CONSTRUCTION PVT. LTD.

Director

DEVELOPER

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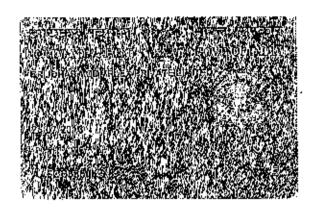
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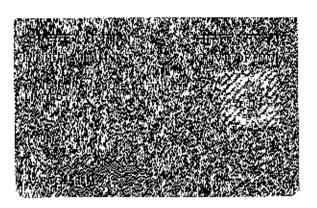


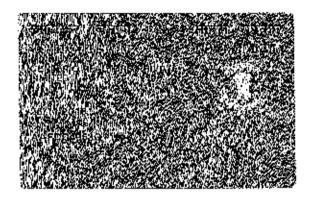
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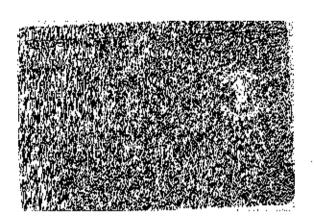
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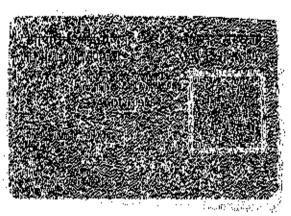








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इस कार्ड के को / निस जाने वर सुन्या जाते करने गासे मानिवारी को सुनिव / नावब कर है बंदुक बायका आयुक्त(गदति एवं करूनीयी), ची-7. बोरंबी जनस्तर,

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Join! Commissioner of Income-tax(Systems & Technical),

B-7. Chuwringhee Square, Calcutta-700 069.



CARRIE SERVICE SERVICE

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Address t W/O: Smiler Gepte, AD 189, SAUTEAKE SECTOR 1, Bidthinnager(M), North 24

Parganas, West Bengal - 700064

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COMMISSIONER OF INCOME-TAX, W.B. - XI

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In case this exed is localisumd, kindly informeration to the inning authority ( Juliet Commissioner of Income-tax(Systems & Technical), P-7, Chancinghee Square,

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# ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

### ভারত সরকার Unique Identification Authority of India Government of India

ভাশিকাভূতির আই ডি/Enrollment No.: 1040/19858/32834





আপনার আধার সংখ্যা/ Your Aadhaar No.:

8321 1432 1920

আধার - সাধারণ মানুষের অধিকার



# SOVERNMENT OF INDIA



সুমিত সিনহা Sorot Sinter শিতা : সন্মা সিনহা Father : SANCIP SINHA জন্ম শূল / Year of Belle : 1982 পুরুষ / Male



8321 1432 1920

আখার - সাধারণ মানুষের অধিকার

Sumit Sinha



### তথ্য

- আধার পরিচরের প্রমাণ, নাগরিকরের প্রমাণ নয়।
- পরিচয়ের প্রনাশ অনপাইন অথেন্টিকেশন থারা প্রাপ্ত করন।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- 🚊 আহার সারা দেশে মানা।

1000 180 1947

- আখার ভবিষ্যতে সরকারী ও বেসরকারী পরিসেবা প্রাপ্তির সধ্যয়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



### Major Information of the Deed

Deed No :	I-1523-14071/2019	Date of Registration	27/11/2019		
Query No / Year	1523-0001656228/2019	Office where deed is registered			
Query Date 28/10/2019 1:52:50 PM		A.D.S.R. RAJARHAT, District: North 24-Parganas			
Applicant Name, Address & Other Details	SANJAY GUPTA Owarka Vedmani,AD-169,Salt La North 24-Parganas, WEST BENG Buyer/Claimant				
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement (No of Agreement : 2)			
Set Forth value		Market Value			
		Rs. 72,60,001/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 10,020/- (Article:48(g))		Rs. 21/- (Article:E, E)			
Remarks	100				

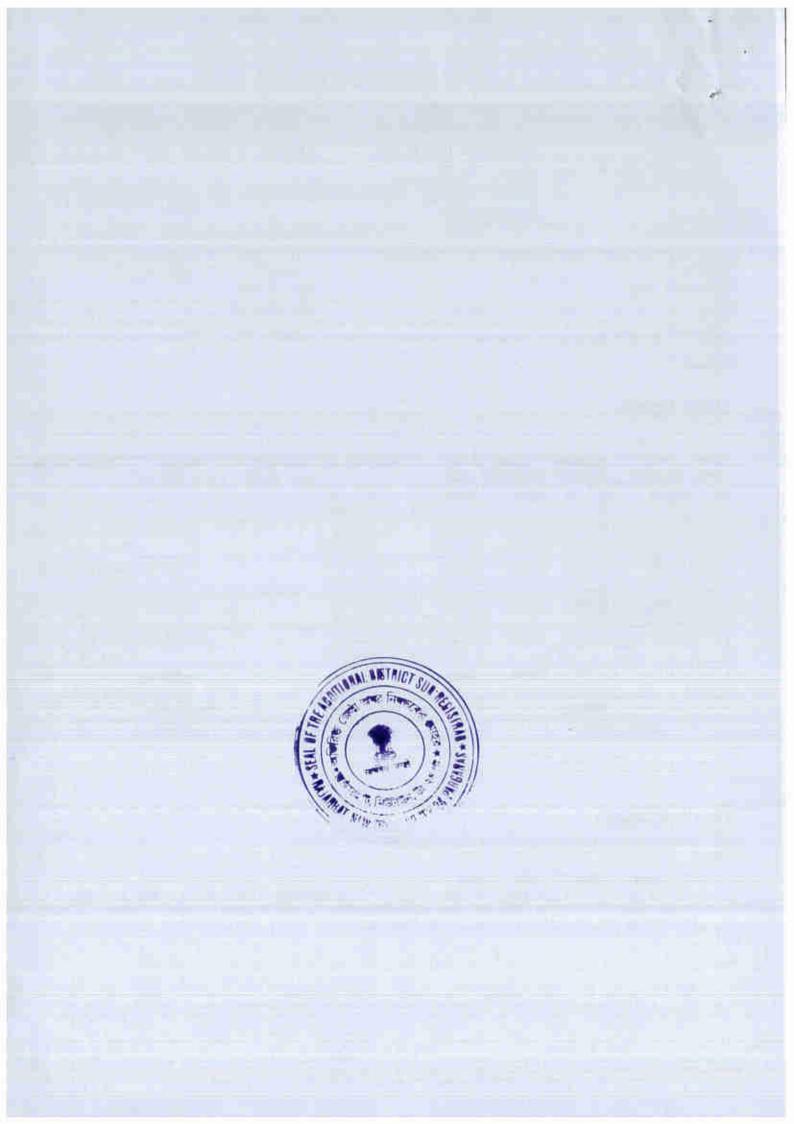
### Land Details:

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri, Ul No; 22, Pin Code : 700059

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-594	LR-2198	Bastu	Shali	1 Katha 6 Chatak			Width of Approach Road: 10 Ft.,
L2	LR-646	LR-2147	Bastu	Shali	1 Katha 5 Chatak		6,49,688/-	Width of Approach Road: 10 Ft.,
L3	LR-591	LR-2148	Bastu	Shali	1 Katha 13 Chatak		14,95,313/-	Width of Approach Road: 10 Ft.,
L,4	LR-598	LR-2091	Bastu	Shali	1 Katha 10 Chatak			Width of Approach Road: 10 Ft.,
L5	LR-619	LR-2842	Bastu	Shali	1 Katha 14 Chatak		15,46,875/-	Width of Approach Road: 10 Ft.,
L6	LR-619	LR-2841	∫Bastu I	Shali	1 Katha 14 Chatak		15,46,875/-	Width of Approach Road: 10 Ft.,
		TOTAL:			16.2938Dec	0 /-	72,60,001 /-	
	Grand	Total:	l		16.2938Dec	0 /-	72,60,001 /-	

### Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
- 1	Brijdhara Complex Private Limited
1	AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West
	Bengal, India, PiN - 700064, PAN No.:: AAFC85860K, Aadhaar No Not Provided by UIDAI, Status :Organization,
ļ	Executed by: Representative, Executed by: Representative



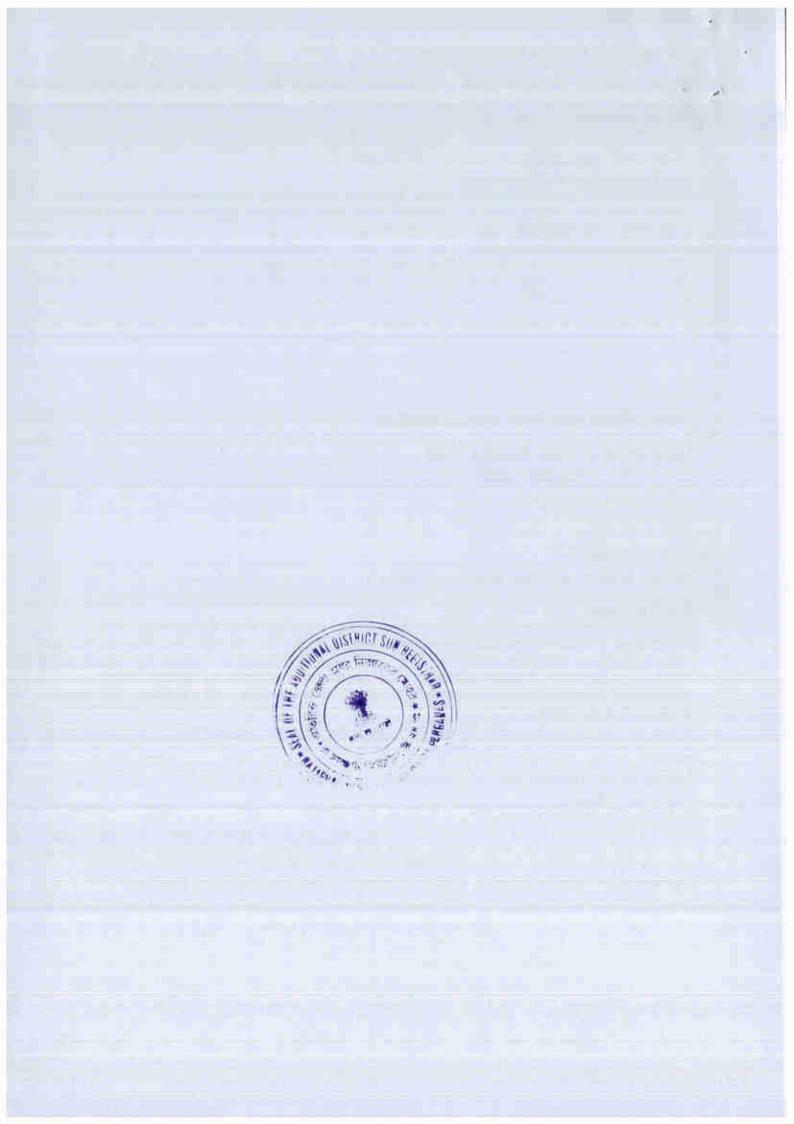
2	Ganeshdham Projects Private Limited  AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, PAN No.:: AAFCG2696M, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Centerio Realtors Private Limited  AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, PAN No.:: AAFCC4953Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by Representative, Executed by: Representative
4	Girîkunj Projects Prîvate Limited  AD-169, Sector-I, Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, PAN No.:: AAFCG4316D, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
5	Trilok Vinimay Private Limited AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, PAN No: AADCT0988J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### Developer Details:

	SI No	Name,Address,Photo,Finger print and Signature	_
	'	Astdurga Construction Private Limited  AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West	
İ		Berigat, India, PtN - 700064 , PAN No.:: AALCA5946M, Aadhaar No Not Provided by UIDAL, Status : Organization, Executed by: Representative	ļ

### Representative Details:

ŞI No	Name,Address,Photo,Finger print and Signature
1	Mrs Jyoti Gupta Daugther of Mr Gopal Prasad Gupta AD-169, Sector-I, Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFVPG4781L, Aadhaar No: 82xxxxxxxx3830 Status: Representative, Representative of: Brijdhara, Complex Private Limited (as Director),
i	Ganesodham Projects Private Limited (as Director), Centerio Realtors Private Limited (as Director)  Mr Gopal Prasad Gupta  Son of Late Dwarika Lal Gupta AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West Bengal, India PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADVPG3111G, Aadhaar No: 54xxxxxxxxx0967 Status: Representative, Representative of: Girikunj Projects Private Limited (as Director), Trilok Vinimay Private Limited (as Director)
3	Mr Sanjay Gupta (Presentant) Son of Mr. Gopal Prasad Gupta AD-169, Sector-I, Salt Lake City, P.O Bidhannagar, P.S Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste; Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADRPG6327Q, Aadhaar No: 70xxxxxxxx7284 Status; Representative, Representative of: Astdurga Construction Private Limited (as Director)



### Identifier Details:

Photo	Finger Print	Signature	
ĺ	Pheto	Photo Finger Print	Photo Finger Print Signature

	er of property for L1	
SI,No	From	To. with area (Name-Area)
1	Brijdhara Complex Private Limited	Astdurga Construction Private Limited-1 Katha 6 Chatak
Transf	fer of property for L2	
Sl.No	From	To. with area (Name-Area)
1	Ganeshdham Projects Private Limited	Astdurga Construction Private Limited-1 Katha 5 Chatak
Transi	fer of property for L3	
SI.No	From	To, with area (Name-Area)
1	Centerio Realtors Private Limited	Astdurga Construction Private Limited-1 Katha 13 Chatak
Trans	fer of property for L4	
SI.No	From	To, with area (Name-Area)
1	Girikunj Projects Private Limited	Astdurga Construction Private Limited-1 Katha 10 Chatak
Trans	fer of property for L5	
SI.No	From	To, with area (Name-Area)
1	Trilok Vinsmay Private	Astdurga Construction Private Limited-1 Katha 14 Chatak
Trans	fer of property for L6	3
S1.No	From	To. with area (Name-Area)
1	, Trilok Vinimay Private   Limited	Astdurga Construction Private Limited-1 Katha 14 Chatak

## Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat JANGRAHATIARA-II, Mouza: Sidanguri, Jl No: 22. Pin Code: 700069

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Piot No:- 594, LR Khatian No 2198	Owner:মেস্সে ব্রীজধারা কময়েক্স প্রা:লি:, Gurdian:পর্য়ে Address:ঘারকা বেদ্মনী, এডি-169, সেক্টর-। পণ্ট লেক সিটি, পো:-বিধাননগর, কোলকাতা:-64, Classification.শালি, Area:0.02000000 Acre,	Brijdhara Complex Private Limited



L2	LR Plot No - 645, LR Khatian No - 2147	Owner মেসার্স গ্রেশধাম প্রজেকীস প্রাঃ লিঃ, Address AD-169, সল্টালেক সিটি,সেকীর-1, পোঃ-বিধাননগর, কোলকাতাঃ-64, Classification শালি, Area 0 02000000 Acre,	Ganeshdham Projects Private Limited
L3	LR Plot No 591, LR Khatian No 2148	Owner: মেসার্স মেন্টেরিও রিযেলটরস্ প্রা: লিঃ, Address:ভারকা বেদমলি, AD-169, সেক্টর-1, সন্টলেকসিটি, পো:-বিধানলগর, কোলকাতা:-64, Classification শলি, Area:0.030000000 Acre,	Centerio Realtors Private Limited
L4	LR Plot No - 598, LR Khatian No - 2091	Owner মেসার্স গিরিকুঞ প্রজেউস প্রাঃ বিঃ, Address ছারকা বেদমনি, এদি-169, সেক্টর-I, দল্ট লেক, কোলকাভাঃ-64, Classification শালি, Area 0.03000000 Acre,	Girikunj Projects Private Limited
L5	LR Plot No:- 619, LR Khatian No:- 2842	Owner মেসার্স ত্রিলোক বিনিম্ম প্রাইভেট লিমিটেড, Gurdian পৃষ্ণ ডিরেক্ট, Address হারকা ভেদমানি এডি ১৬৯ সেক্টর ১ সন্টলেক কোন ৪৮, Classification শানি, Area 0.030000000 Acre,	Trilok Vinimay Private Limited
L6	LR Plot No:- 619, LR Khatian No:- 2841	Owner মেসার্স তিলোক বিনিম্ম প্রাইভেট দিমিটেড, Gurdian পক্ষ ডিরেক্ট, Address ঘারকা ভেদমানি এডি ১৬৯ সেক্টর ১ সন্টলেক কোল ৪৮, Classification শালি, Area 0.030000000 Acre,	Trilok Vinimay Private Limited

Endorsement For Deed Number: I - 152314071 / 2019

#### On 13-11-2019

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 72.60.001/-

B-195-00-

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

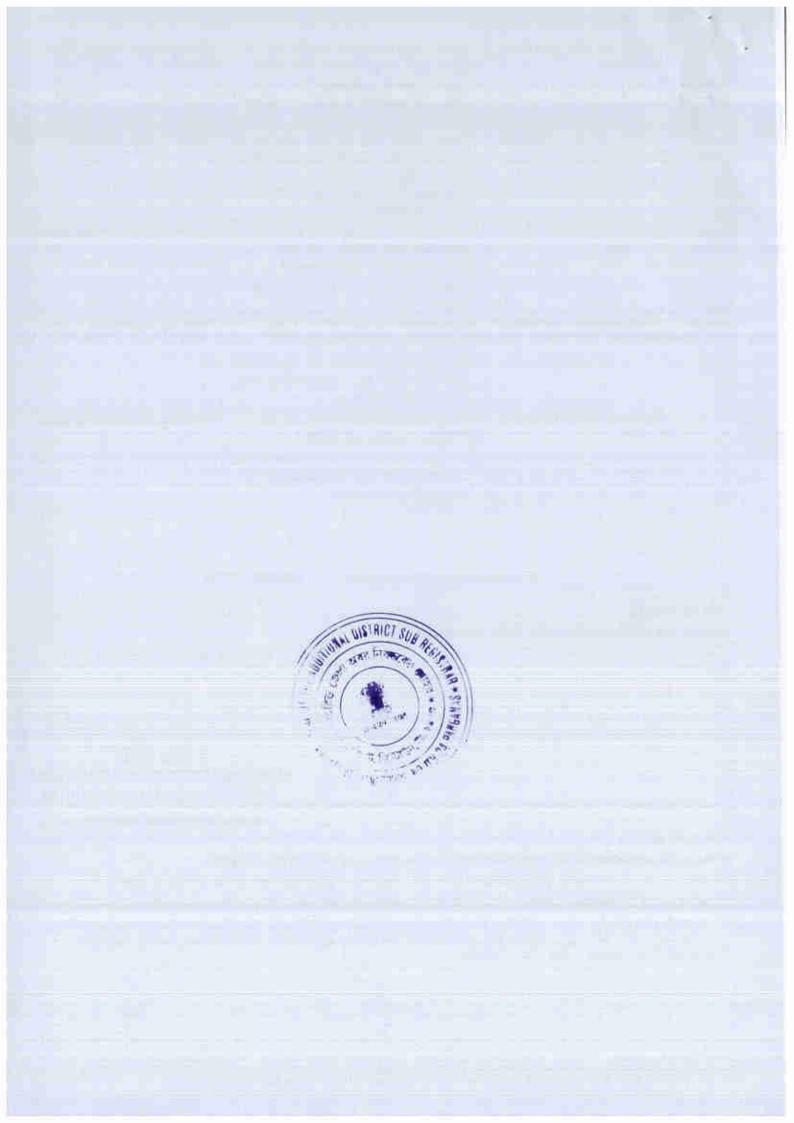
#### On 26-11-2019

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

Presented for registration at 14.25 hrs on 26-11-2019, at the Private residence by Mr. Sanjay Gupta...

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

Execution is admitted on 26-11-2019 by Mr Sanjay Gupta, Director, Astdurga Construction Private Limited (Private Limited Company), AD-169, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064



Indetified by Mr Sumit Sinha, , , Son of Late Sandip Sinha, 171/B, A.P.C Road, P.O. Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

Execution is admitted on 26-11-2019 by Mrs Jyoti Gupta, Director, Brijdhara Complex Private Limited (Private Limited Company), AD-169, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Director, Ganeshdham Projects Private Limited (Private Limited Company), AD-169, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Director, Centerio Realtors Private Limited (Private Limited Company), AD-169, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Indetified by Mr Sumit Sinha, , , Son of Late Sandip Sinha, 171/B, A.P.C Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

Execution is admitted on 26-11-2019 by Mr Gopal Prasad Gupta, Director, Girikunj Projects Private Limited (Private Limited Company), AD-169, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar, District - North 24-Parganas, West Bengal, India, PIN - 700064; Director, Trilok Vinimay Private Limited (Private Limited Company), AD-169, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Indetified by Mr Sumit Sinha, , , Son of Late Sandip Sinha, 171/B, A.P.C Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

 $\begin{cases} f_{1,n} & \text{while} f(x_1, \dots, x_n) \\ \int_{x_1}^{x_n} f(x_1, \dots, x_n) f(x_1, \dots, x_n) \\ & \text{while} f(x_1, \dots, x_n) \end{cases}$ 

Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

#### On 27-11-2019

### 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.

#### Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/11/2019 9:58AM with Govt. Ref. No: 192019200098095361 on 25-11-2019, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 955034111 on 25-11-2019, Head of Account 0030-03-104-001-16



#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type. Impressed, Serial no 4702, Amount: Rs.100/-, Date of Purchase: 25/09/2019, Vendor name: Mita Dutta Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/11/2019 9:58AM with Govt. Ref. No: 192019200098095361 on 25-11-2019, Amount Rs: 9,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 955034111 on 25-11-2019, Head of Account 0030-02-103-003-02

Garage Constraint

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R, RAJARHAT North 24-Parganas, West Bengal



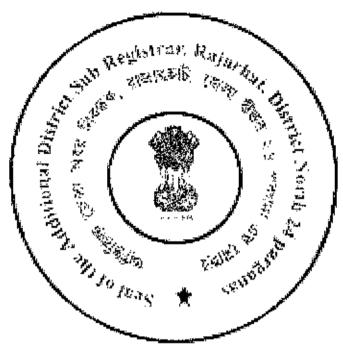




Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 563908 to 563959 being No 152314071 for the year 2019.



Digitally signed by SANJOY BASAK Date: 2019.12.05 12:00:20 +05:30 Reason: Digital Signing of Deed.

(Sanjoy Basak) 2019/12/05 12:00:20 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)