

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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A.D.S.R. Dirgase

2 7 FEB 2015

## DEVELOPMENT AGREEMENT

District- Burdwan, Mouza - Bamunara, area of Land 4 Cottah, P.S.Kanksa, Under Gopalpur Gram Panchayet Area, .

THIS DEVELOPMENT AGREEMENT is made on this the 27th day of February, 2015 (Two Thousand Fifteen)

B E T W E E N

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Contd. . . P/2

SI. No. 4652 Date Name. Argen view Howing Rry Land Address.

Value c. Stamp Papar. 500 - Date of Purchase of the Stamp Paper from Treasury. 18 FEB 2015

Name of the treasury from where Purchase-Durgapur.

Jiteodra Nath Mond Stamp Vender

Stamp Vender

Durgapur Court, Durgapur-16

Licence No-1/69



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Addl. Dist. Sub-Registrar Durgapur, Burdwan

27 FEB 2015

Sri RAJPATI CHOUDHARY [PAN- ADYPC3170A] S/c Sri Sedholal Choudhary, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212 hereinafter refereed to and called as "LANDOWNER" (which term and expression shall unless excluded by ar repugnant to the subject or context be deemed to mean and include his respective heirs representatives, executors, administrators successors and assigns) of the FIRST PART

AND

AMRITA GREEN VIEW HOUSING PRIVATE LIMITED, [PAN - AAKRA8090C] a company incorporated under the provisions of the Companies Act. 1956 having its registered office 1/32. Aldrin Path, Bidhannagar, Durgapur P.S.-N.T.S; District-Burdwan, West Bengal, PIN 713212, hereinafter referred to as the DEVELOPER, represented by one of its Director MAHADEV PAUL S/o Late Nakul Paul, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-/13212 hereinafter referred to and called as the "DEVELOPER" (which terms ar expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART

Whereas the present landowner owning and possessing of a land measuring about 4(four) Kathu under Mouza- Bamunara, J.L.No-58, Plot no-1372, L.R.Plot no-1054, KhutianNo-2603, 3011 under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan. The property more fully mentioned and describe in the First schedule is purchased property of the land awner they purchased the same vide deed no 1738 for the year 2012 of A.D.S.R. Durgapur and the name of present land owner duly recorded in the record of rights.

AND WHERE AS the First Part desire to develop the First schedule property by construction of a multi-storied building up to maximum limit of floor consisting of so many flats and parking space etc as approved by Gopalpur Gram Panchyat but the owner has not the sufficient fund for the development work and for this reason First Part is in search of a Developer for the said development work.

AND WHEREAS the First Part herein has approached the Second Part and whoreas the Second Part after considering the various aspects of execution of the project and proposal of the landowner has decided to construct multistaried building there at consisting of apartments and flat with the object of selling such flats/apartments to the prospective purchasers and the Second Part has accepted the proposal of First Part

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed by and between the parties hereto as follows:-

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#### I-DEFINITION

- 1.1 OWNER/LANDLORD: Sri RAJPATI CHOUDHARY [PAN- ADVPC3170A] 5/o Sri Sadholal Choudhary, resident of Village & Post Samunara. P.S. Kanksha. District Burdwan, West Bengal, PIN-713212.
- 1 2 DEVELOPER: Shall mean AMRITA GREEN VIEW HOUSING PRIVATE LIMITED a company incorporated under the provisions of the Companies Act. 1956 having its registered office B 1/32, Aldrin Path, Bidhannagar, Durgapur P.S. N.T.S., District-Burdwan, West Bengal, PIN-713212.
- 1.3 LAND:- Shall mean land measuring about 4(Four) Katha or ( more orless) 6.6 decimals under Mouza- Bamunara, J.L.No-58, Plot no-1372, L.R.Plot no-1054. KhalianNo.-2603,3011 under the jorisdiction of Gopalpur Grunt Punchyui Disi-Burawan
- 1.4 BUILDING:- Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the Owners herein or the Developer herein in the Land mentioned in the FIRST SCHEDULE.
- 1.5 ARCHITECT (5): Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- 1.6 GOPALPUR GRAM PANCHYAT: Shall mean the Gopalpur Gram Panchyatana shall also include other concerned authorities that may recommend comment upon approve sanction, modify and/or revise the Plans.
- 1.7 PLAN: Mean the sanctioned and/or approved plan of the building/s sanctioned by the Gopalpur Gram Panchyat and shall also include variations/modifications alterations therein that may be made by the Owners herein or the Developer herein if any as well as all revisions, renewals and extensions thereof, if any
- 1.8 OWNERS CONSIDERATION: Shall mean one commercial space measuring more or less 300 sq ft at first floor of black B at Amrita Housing
- 1.9 DEVELOPER'S AREA: Shall mean entire building/s tagether with the undivided impartiable proportionate interest in the said land and the common portions after providing owners area as mentioned in para-1.8
- 1.10 UNIT/FLAT: Shall mean any Unit/Flat in the Building/s lying erected at and upon the premises and the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat
- 1 11 PROJECT: Shall mean the work of development undertake and to be done by the Owners herein or the Developer herein in respect of the premises in pursuance of the Development Agreement and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and

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- upon the said premises be completed and possession of the completed Unit/s/Flat/s/Car Parking Space/s/ and Others be taken over by the Unit/Flat and occupiers.
- 1.12 FORCE MAJEURE: Shall include natural calamities, and of god; floor, tidal waves, earthquake, not, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policles affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer

#### 1 13 PURCHASER/S shall mean and include:

- A)If he/she be an individual then his/her respective heirs, executors, administrators, legal representatives, and/or permitted assigns,
- B) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
- C) If it be a Company then its successor or successors in interests and/or permitted assigns:
- D)If it be a Partnership firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns:
- E) If it be a Trust then its Trustees for the time being and their successor(s)-ininterest and assigns.
- 1.14 Masculine gender: Shall include the feminine and neuter gender and vice versa,
- L 15 Singular number: Shall include the plural and vice-versa.
- II- COMENCMENT: This agreement has commenced and shall be deemed to have commenced on and with effect from the date as mentioned hereinobaye at the commencement of this agreement.
- III EFFECTIVENESS: This agreement shall become effective from the date of acting sanctioned plan from Gopalpur Gram Panchyat.
- IV. DURATION. This agreement is made for a period of 30 month (run the date of it) become effective with a grace period of 6 month with a condition that the construction shall start within 2 month from getting the sanctioned plan from Gopelpur Gram Pancheyat
- V:- SCOPE OF WORK:- The Developer shall construct a multistoried building according to sanctioned plan of Gopalpur Gram Panchyat over and above the First Schedule Land.

VI - OWENER DUTY & LIABILITY -

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- 1 The owners has offered total land of 4 Katho or (more orless) 5.6 decimals for development and construction of a housing complex consisting of flats / apartments & parking spaces.
- That the Owner shall within 7 (Seven) days from this agreement shall vacate and deliver the vacant and peaceful possession of the 1st Schedule property to the second party.
- 3. The Owners hereby declared that :-
- No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
- 5) There is no agreement between the Owners and any other party (except AMRITA GREEN VIEW HOUSING PRIVATE LIMITED ) either for sale or for development and construction of housing complex and the said land is free from any encumbrance.
- 4 That the Owner have agreed that they are personally present before the Registering Authority to sign all the agreement for sell and all deeds of conveyance for selling the Flats to the prospective buyer as Land Owners
- That the Owner also agreed that he gives full authority a power to Second Part to do & execute all lawful acts, deeds things for the owners and on his behalf in respect of all activities related to developing and construction of a housing complex on The said land he to receive sanctioned plan from the Gopalpur Gram Panchyat, such other statutory authority or authorities, received No objection certificate from Assassi-Durgapur Development Authority; to make sign and verify all application or objection to appropriate authorities for all and any license permission or consent etc., to take legal proceedings which are required to be taken in connection with the work of development and construction if any legal action is taken against land owner in connection with the same project, to prosecute and defend such legal proceedings; affidavit, application, etc to engage advocate and to do all such things required to be done in that behalf and sale of flats/apartments to the prospective buyers save and except Owner's allocation and accept booking money, advance and consideration money. However, the attorney or the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer are executed by the owners and the owners shall agreed to ratify all acts and things is fully done by the developer

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## VII - DEVELOPER DUTY, LIABILITY & responsibility:-

- 1. The developer AMRITA GREEN VIEW HOUSING PRIVATE LIMITED confirms and assures the owners that they are fully acquainted with and aware of the process / formalities related to similar project in Corporation area and fully satisfied with the papers/documents related to the ownership, physical measurement of the said land. It light on free possession, suitability of the site and viability of the said project and will not raise any objection with regard thereto.
- 2. The developer confirms and assures the owners that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within the schedule time under this agreement and the owners do not have any liability and or responsibility to finance and execute the project or part thereof
- 3. The developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The bailding plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/Corporation/Govt agencies. Any variation/alteration/modification from the sugmed approved drawing/plan needs approval of the owner & the Architect before submission to the Corporation/appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.
- 4. That the Developer shall not raise any question regarding the measurement of the 1st schedule mentioned property and Developer shall take all necessary step to save the property from any kind of encroachment by the adjacent land owner.
- 5. That the Developer shall be responsible for any acts deeds or things done towards any fund collection from one or more prospective buyer of the proposed flats.

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- 5 That the Developer shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the subsistence of this Agreement. The Owner Part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The Second part shall be responsible for the said incident or damage or loss during construction.
- 7. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses in pursuance of the sanctioned plan within 30 months from the date approval of plan by the PANCHYAT with further additional period of 6 months if needed both the case the time shall be computed on and from the date of agreement.
- 8 That Developer shall not claim any extra amount for water and electricity connection from the Land Owners for their allocation.
- 9 That the Developer shall not make the Owner responsible for any business loss and/or any damages etc or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall been the entire responsibility.

## VIII-Developer Allocation: - Williams

Developers Allocations shall mean entire building including common facilities of the building along with undivided proportionate share of the "said property / premises" after providing the Land Owners allocation as mentioned in this deed.

#### IX-Miscellaneous :-

 a) Indian Law: This agreement shall be subject to Indian law and under the Jurisdiction of Durgapur Court.

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- b) Confidentiality & non-disclosure- Both the parties shall keep all non-public information & documents concerning the transaction herewith contidential unless compelled by Judicial or administrative process.
- Disputes Differences in opinion in relation to or arising out during execution of the housing project under this agreement shall be intimated by a registered letter/Natice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one arbitrator who shall be an Advocate, to be nominated by both the parties or their legal advisors.
- a) copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, lifting/connection of water & electricity, sewerage disposal etc. with due approval and or any other clearance from competent authority are to be supplied by the developers to the owners time to time.
- e) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with the site supervisor but will not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and the architect for discussion and necessary corrective action.
- f) The developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along with all other legal formalities and marci obligations aroung execution of the project so as to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- The second party or the developer shall have the right on d for authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and for take advance from any

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bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of attorney.

- h) A successful project completion certificate from the Architect or any competent technical body with specific observations/ comments on the design quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification, thereof at their cost/expense for a guarantee period of next six months after handing over of physical possession of the flats.
- That all cast, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land, shall be borne paid and discharged by the Developer exclusively.
- The owners shall have no right, title, interest, claim whatsoever in the consideration received by the developers or its nominees out of the developers allocation.
- k) The landowners and the developers have entered into their agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own casts and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and

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when the developer asked for the same without demanding any remuneration and/or money for the same.

m) Save and except the conditions and stipulations as mentioned herein the owner shall have every right to terminate the agreement at any moment if any condition and stipulations is violated and in case of termination of agreement the Developer can not claim any damages from the landowner towards the cost incurred in construction of project.

### First Schedule above referred to

(Description of Land)

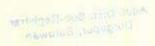
All that piece and parcel OF BAID at present usable as Bastu Land measuring an arcs 4 (Four ) Katha or (more orless) 6.6 decimals under Mouza-Bamunara, J.L.No-58 Plot no 1372 L.R.Plat no-1054 Khatian No. 2603 3011 under the jurisdiction of Gapalpur Gram Panchyat Dist-Burdwan, Butted and Bounded

North - Property of Amrita housing

South: Property of Tonvee Housing

East - Land of naran dutta

West :- Property of Amrita housing



#### Second Schedule above referred to

Shall mean one commercial space measuring more or less 300 sqft at first floor of black B at Amrita Housing.

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IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS /FIRST PART at DURGAPUR in the presence

Rajpati Chandhary

presence of Make day four,

Director

WITNESSES:

1) Pritom Mordal S/OLate Profin Mordal vill + P.O-Bitan PUAL Dung-pun - 213218

Nimes ch (Ju) 910 II Tora Tala (Ju) city cartil

Drafted and Typed at my office & I read over & Explained in

Mother languages to all parties to this deed and

all of them admit that the same has been correctly with the same has been correctly win

PRADIP KR ACHARYYA

ADVOCATE,

Dungapun count

Enrollment no WB/512/2000

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

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Right Hand					Little

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Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands

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Right Hand					Litte	To ha der Pau

Colour Passport size photograph, finger prints of both the hands is attested Amrita Grand Pour Paul

Signature, Colour passport size photograph, finger prints of both the hand pirector of the Vendor & Purchaser

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Right Hand					

Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

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Colour Passport size photograph, finger prints of both the hands is attested.

# **Government of West Bengal**

# Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. DURGAPUR, District- Burdwan

Signature / LTI Sheet of Serial No. 01522 / 2015, Deed No. (Book - I , 01437/2015)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Rajpati Choudhary	- Array	The state of the s	Ass.
Village:Bamunara, Thana:-Kanksa, P.O.	123/		0 0
:-Bamunara,			Ray palichard
District:-Burdwan, WEST BENGAL, India, Pin:-713212		TO STRUMBER	W X
	An analysis over the control of the	LTI	27 1911
	27/02/2015	27/02/2015	-1/2/13

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Rajpati Choudhary Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	Rajpatrcha
			27/02/2015	27/02/2015	
2	Mahadev Paul Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212	Self		LTI	Amrita Green Viewand, Make delen and
			27/02/2015	27/02/2015	

Name of Identifier of above Person(s)

Pritam Mondal Village:Biharpur, P.O.:-Biharpur, District:-Burdwan, WEST BENGAL, India, Pin: -713218

Signature of Identifier with Datector
Pritorn Mondal
27/02/2015

(Satyajit Biswas) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR



# **Government Of West Bengal**

Office Of the A.D.S.R. DURGAPUR District:-Burdwan

Endorsement For Deed Number: I - 01437 of 2015 (Serial No. 01522 of 2015 and Query No. 0206L000002857 of 2015)

# On 27/02/2015

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

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

## Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 27/02/2015

(Under Article: ,E = 14/- on 27/02/2015)

# 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.-19,16,640/-

Certified that the required stamp duty of this document is Rs.- 5010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

# Deficit stamp duty

Deficit stamp duty Rs. 20/- is paid, by the Bankers cheque number 813456, Bankers Cheque Date 27/02/2015, Bank: State Bank of India, DURGAPUR CITY CENTRE, received on 27/02/2015

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

Presented for registration at 13.03 hrs on :27/02/2015, at the Office of the A.D.S.R. DURGAPUR by Rajpati Choudhary ,Executant.

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

Execution is admitted on 27/02/2015 by

- 1. Rajpati Choudhary, son of Sadholal Choudhary, Village:Bamunara, Thana:-Kanksa, P.O.:-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212, By Caste Hindu, By Profession: Others
- 2. Mahadev Paul

Director, Amrita Green View Housing Private Limited, 1/32 Aldrin Path, Bidhannagar, Durgapur, Thana:-New Township, District:-Burdwan, WEST BENGAL, India, Pin:-713212. , By Profession : Business

Identified By Pritam Mondal, son of Late Prabir Mondal, Village:Biharpur, P.O. :-Biharpur, District:-Burdwan, WEST BENGAL, India, Pin:-713218, By Caste: Hindu, By Profession: Others. Relistrar

> (Satyajit Biswas) ADDITIONAL DISTRICT SUB-REGISTRAR OF

DURGAPUR

(Satyajit Biswas) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

27/02/2015 15:14:00

EndorsementPage 1 of 1

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 1890 to 1905 being No 01437 for the year 2015.



(Satyajit Biswas) 27-February-2015 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR West Bengal



পশ্চিমবঙ্গ पश्चिम बँगाल WEST BENGAL

17/8 1932h A 168661

Admitted to Registration the

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A.D.S.R. Durgapes

21 AUG 2012

Development Agreement Between The Land Owner &
Developer

Mouza - Bamunara , J.L. No. - 58

Under Gopalpur Gram Panchayat

Set Forth Value :- Rs. 3,00,000.00

Assessed Market Value:- Rs. 15,17,175.00

( Laws

This Development Agreement is made on this day the  $\frac{17+4}{}$  of August 2012

Between

Page - 1

- (1) Sri Rajpati Choudhury S/o Sri Sadholal Choudhury , by faith Hindu ,by occupation Self Employed PAN-ADYPC3170A.
- (2) Smt Sushila Choudhary W/o Rajpati Choudhury, by faith Hindu , Housewife PAN- AINPC7808D.

Both are residing at Village & Post Bamunara P.S.- Kanksa , Dist—Burdwan, hereinafter called the Land Owners/First Party, Which the expression, unless the context otherwise require means to include his heirs, successors, legal Representative, Assign of the one Part.

#### And

AMRITA GREEN VIEW HOUSING PVT LTD, company constituted under the Companies Act-1956, having its office at B-132,Aldrin Path, Bidhan Nagar Durgapur-713212,DIST -BURDWAN WESTBENGAL, Represented by one of its Director Sri Jitendra Kumar Paul, S/o Rajdhari Pal of Village and post Bamunara, P.S.- Kanksa, Durgapur-713212, District- Burdwan, referred to and called as "DEVELOPER" (which terms or expression Shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office-legal representatives, administrators, executors and assigns), of the Second Part PAN

And whereas The property mentioned in the schedule below was owned and Possessed by Dipak Banerjee and Joydeep Bandyopahdyay which they got by way of Registered Deeds Of Salebeing Deed No I-1276 for the year 1993 & 1921for the year 1992 & 1929 for the year 1992, registered at ADSR Durgapur. That while in possession of the above said land sold and transferred the same in favour of Rajpati Choudhury & Smt Sushila Choudhary through two registered Deed of Sales being Deed NoI- 4205 & 4206 for the year 2006, registered at ADSR Durgapur.

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AND WHEREAS the Landowner herein expressed her said intention to the Developer herein to develop the property by construction of a multi-storied building at Developer's costs and Expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of as many as flats, garages, shops etc. by the Malandighi Gram Panchayat duly approved by Zilla Parishad and/or any other concerned authority/ authorities, from time to time and as such both the parties herein to avoid any future dispute AGREED to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

#### BASIC UNDERSTANDING:

Unhindered and undisturbed possession of the land under first schedule is to be given along with the power of Attorney to the developer, so that the developer with full power and authority can do and execute all ministerial acts deeds and things including the right to sale of flats and apartments and to accept booking money, advance and consideration money and can obtain official clearance from the B.L. & L. R. Kanksa, Malandighi Gram Panchyat and/or any competent authority or Govt. Agency, related to development and construction of multistoried buildings. The developer in return will execute indemnity bond to the owners to keep them saved, harmless against all actions, claims, demands, losses, disputes, damages, accidents, suits, proceedings etc

# Now this Deed/Agreement Witnesses as follows and it is hereby agreed as follows.:-

A This Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- (a) "Agreement" means this Development Agreement, including the Schedule hereto as may be amended, supplemented or modified in accordance with the provisions hereof.
- (b) "Article" shall mean an article to this Agreement.
- (c) "Architect" shall mean a person or any persons who shall be appointed by the developer at its cost for designing planning and supervision of the construction of the building.

- "building" shall mean the proposed building/buildings to be constructed in or upon schedule as mentioned below
- "building contractor'~ shall mean any party/parties which may be employed or appointed by the Developer for construction of the buildings.
- (f) "Building plans and drawings" shall mean the plan for construction of the building/s on the said plots, as sanctioned by the Malandighi Gram Panchayat heriditaments thereto or modifications thereof made or caused by the Developer in consultation with the Owners.
- (g) "common facilities" shall mean corridors, hallways, stairways, passages, lift shafts, lifts, driveways, lawns, 'parks, open spaces, common lavatories, generator room, electrical sub-station, tube well, pump, underground reservoir, over head water tank, plumbing lines, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/ or management of common facilities, as provided by the Developer for the building, complying with prevailing Municipal laws.
- (h) "consents" shall mean any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the applicable laws or from any government authority required in connection with the development of the said plots and for undertaking, performing or discharging the obligations contemplated by this Agreement.
- (j) "encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the said plots or third party claims or rights of any kind attaching to the same.
- (k) "intending purchaser" means any person occupying, using, owning or having the right to occupy, own or use the building or any part thereof.

- "person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- (m) "said plots" means all that the pieces and parcels of land and structures fully described in the Schedule below.
- (p) "complex" shall mean one or more residential and commercial buildings to be developed by the Developer on the said plots (including building constructed on an area of -more or less comprised within the said plots as mentioned and more fully described in the Schedule Residential Complex: High rise buildings within norms prescribed under prevailing laws, car parking spaces and other common facilities where optimum F.A.R. available can be achieved, club with all equipments including swimming pool and community hall;
- (b) Commercial Complex: With facilities which have the maximum commercial viability in the opinion of the Developer.
- (q) "Gross sale proceeds" shall mean the consideration received for sale/lease/rent or transfer of any space including installments therefore for super built up area in the residential or commercial complex but excluding, taxes, if any applicable, deposits or advances or cost of extra work requested by the customer or charges for maintenance or common services of any kind and will also exclude extra costs realized from buyers of spaces on account of extraordinary rise in cost of steel and cement as agreed between the parties
- (r) "Owners' Authorised Representatives" shall mean any person authorised jointly and severally by the Owners to represent all of them and to deal with the Developer in all matters in respect of this Agreement.

Lawyer shall mean Biswajit Chattaraj who is appointed by the Developer/Second party to look into all or any matters with regards to the said project ie preparing Agreement to Sale with the intending purchaser, Sale Deed etc of the said complex.

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#### ARTICLE II -INTERPRETATIONS

unless there is something in the subject or context inconsistent therewith:

- ii. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Article in 'this Agreement limits the extent or application of another Article.
- iii. words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and direct or indirect shall have the correlative meanings.

#### ARTICLE III - COMMENCEMENT

3.1 This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement and will continue till such time all the units or salable area in the complex are sold and the registration of Deeds of Conveyance are executed by the Owners and till parties to this Agreement have mutually decided to record satisfactory performance of this Agreement and bring the Agreement to an end.

#### ARTICLE IV - Owner's & Developer's Allocation:-

- A That it has been agreed between the parties that the tune of share of the dwelling units to be constructed by the Developer on the schedule below property will be in the ratio of 60:40, ie the Developer will get 60% of the constructed area on the actual coverage/usage of the land in the project as per sanction plan duly approved by the Malandighi Gram Panchayat and also approved by Burdwan Zilla Parishad and one flat on the 1st Floor with parking space.
- B. That it is also agreed between the parties that the owner shall also contribute 20% for promotional & advertising expenses to be borne by the developer.

- C. It is hereby specifically mentioned that the parties hereto shall be free to sell, transfer, and /or mortgage, assignor part with the possession of their respective portion at their own risk and account without any objection from the other party and to receive, accept any consideration, money in regards to her respective share. Each Party shall have rights to negotiate their respective portion with common facilities to any intending purchaser/s
- D. That it is also agreed between the parties that if the owner/first party wants to sell her respective share through the developer then the developer will get 20% of the gross sale proceed of the sale of the residential unit.

#### ARTICLE V - TITLE DEEDS

- Simultaneously with the execution of this agreement, the Owners will hand
  over to the Developer/second party all original documents of title in respect
  of the schedule below plot. The Developer shall and will, from time to time
  and at all times hereafter, produce or cause to be produced the said title
  deeds for giving inspection to all authorities, potential buyers and others
  and also to enable the Developer to effectively carry out development of
  the said plot.
- 2. The Developer shall and will, unless prevented by fire or some other inevitable accident, from time to time and at all times hereafter, produce or cause to be produced at the Owners' request or through its attorney or agent for giving inspection to authorities or at any trial, hearing, commission or examination or otherwise as occasion shall require, the original title deeds and shall and will in the meantime unless prevented as above keep the same safe, un-obliterated and un-cancelled.
- 3. The said title deeds will be held as security by the Developer for securing the obligations of the Owners herein contained and the Owners agree to sign, execute and deliver to the Developer necessary documents in this regard including Memorandum recording deposit of title deeds simultaneously with the execution of this Agreement.

#### ARTICLE VI -DEVELOPMENT RIGHT

The Developer undertakes to develop and commence, execute and complete the development of the said plots according to the terms, covenants and conditions herein contained unless prevented by reasons for which performance is excused as contained in this Agreement, the Developer shall complete construction of the complex on the said plots within 36 (Thirty six) months of sanction of building plan or within such extended time mutually agreed in writing between parties to the Agreement.

### ARTICLEVII - BUILDING PLANS, DRAWINGS & CONSENTS

- The Developer agrees to engage architect of his choice to carry out all functions required of an Architect for development of the said plots and construction of buildings thereon, who shall be responsible for making the plans for the complex in consultation with the Developers and Owners.
- 2. The plans shall be signed by the Developer/Owners as may be required by the Authorities and the Developer shall make application to the Malandighi Gram Panchayat and/or other concerned authorities for obtaining requisite permissions, sanctions and approvals for the construction of the proposed building. The Developers shall be responsible for obtaining the approval / sanction of the plans but the Owners shall provide all assistance and cooperation required to enable the Developer to expeditiously obtain such approval.
- 3. The Developer shall at its cost, have the building plans and drawings prepared by the Architect setting out inter alia drawings containing plans, elevations, sections, details prepared for the purpose of obtaining building sanction from the Malandighi Gram Panchayat or other concerned authorities, following the specific requirements of the sanctioning authority.
- The Owners shall take immediate steps for mutation of their names in the Record of Rights, to the extent not already entered, in respect of all the various plots comprised mentioned in the schedule All taxes payable up to



the date the Developer is put in vacant possession of the said plots whether charged before or after such date, shall be paid and borne by the Owner The Owners shall also amalgamate the said plots if required for development

- Whenever required by the Developer, the Owners shall sign such papers and documents as may be required by the Developer to enable it to apply to the Appropriate Government Authority under the Urban Land (Ceiling & Regulation Act, 1976 or to any other Government Body or Town Planning Department or Authority concerned in this behalf for obtaining "no objection certificate", approvals, licenses, etc. Ali expenses involved in obtaining such certificates or licenses as are directly connected with the sanction of plan shall be paid and borne by the Developer & owner in equal proportion.
- The Developer shall cause all changes in the building plan as shall be required by the Malandighi Gram Panchayat or any authority or to comply with any sanction, permission, clearance or approval as aforesaid and shall keep the Owners informed of all such developments.
- All applications, plans, documents and other papers, shall be submitted by or in the name of the Owners of the said plots, but otherwise at the cost and expense of the Developer, and the Developer shall pay and bear all expenses for submission of plans, etc. and other fees, charges and expenses required to be paid or deposited for sanction of the building plan for the building or otherwise to obtain sanction for the construction of building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/ or deposits made by it.

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The Developer shall be responsible and answerable to the Panchayat, police, fire and other authorities for any query, clarification, demand or requisition which they or any of them may require from time to time, at the time of sanction or at any time thereafter during development and for all times after completion, for all matters and purposes in connection with the development of the said plots at

their own cost and expenses, provided however, that the Owners will render all assistance and cooperation in this regard.

#### ARTICLE VIII -DEVELOPMENT AND CONSTRUCTION

- The Developer shall cause to be obtained sanction of the plan. Once sanction is obtained, the Developer will commence construction expeditiously and construct, erect and complete at its own cost and within the time contained herein, the proposed buildings on the said plots in accordance with the plan to be sanctioned by the Malandighi Gram Panchayat as may be modified from time to time, and/ or other appropriate authorities concerned.
- The plan for construction may be modified subject to the approval of the Malandighi Gram Panchayat and/ or other sanctioning authority / ies. The Developer shall keep the Owners informed of such modification, if any.
- 3. The Owners shall simultaneously with execution of this Agreement execute Power of Attorney in favour of the Developer and/ or its duly appointed/ authorised nominee or nominees in form as required by the Developer, to enable it to carryon development and construction of the buildings, enter into Agreements for Sale and other documents or otherwise deal with the residential and commercial spaces as well as the undivided proportionate interest in the land of the said plots appertaining to the said spaces, receive consideration moneys, execute receipts/ all documents in connection therewith. The agreements entered into by the Developer on behalf of the owners on the strength of the said Power of Attorney in terms of this Agreement shall be binding on the Owners. The Owners further agrees that she will not revoke the Power of Attorney during the subsistence of this Agreement.

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 The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies relating to development of

the said plots and to be observed by it in favour of this Agreement and shall attend to answer and be responsible for any deviation violation and/ or breach of any of the said laws, bye-laws, rules and regulations. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said premises and any accident or mishap arising out of faulty design, construction or \workmanship and arising as a result of the acts and omissions of the Developer PROVIDED HOWEVER that in carrying out all of the obligations of the Developer as aforesaid, the Owners will without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render their active cooperation and assistance in getting and keeping valid all such consents and the Owners agree not to do or cause to be done any act or thing, which will render invalid or make liable to be rendered invalid any such consents. The Developer shall be entitled to construct the building the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for them.

5. The Developer shall be entitled to make any variation and/ or modifications in the said plan and/ or specifications and/ or construction of the building as may be required to be done from time to time at the instance of the concerned Panchayat or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect without any objection or hindrance from the owner.

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The type of construction, specification of material to be used for the construction of the buildings and the residential as well as commercial units shall be as finalized by the Architect within budgetary provision.

- The Architect, in consultation with the Developer, shall determine as to what quality and specifications of building materials are to be used in construction of the building.
- The Architect appointed by the Developer shall, determine and ascertain
  the super built-up area of the said residential and commercial spaces with
  the objective of optimum utilization of available space, keeping in mind the
  market scenario.
- The Developer will have the authority to decide on the sale price including price escalation of the constructed spaces after due assessment of market condition.

#### ARTICLE IX - DEVELOPER'S OTHER RIGHTS

- Subject to the Owners' right to receive a part of the consideration as
  provided, the Developer shall be entitled to deal with all units and/ or
  spaces comprised in the proposed buildings in the complex along the
  Developer shall develop the said plots at its cost without any hindrance or
  obstruction from the Owners or any person claiming through or under trust
  for them unless any breach is committed by the Developer.
- During the period of construction of the Complex, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary Suggestions/ observations, if made on such inspection shall be communicated to Office of the Developer, who may discuss the same with the Architect and implement, if feasible.
- The Owners shall not in any way interfere with the vacant possession of the Developer and shall not disturb or cause obstruction in the construction or development of the said plots.

#### ARTICLEXIV-DEVELOPER'S REPRESENTATIONS.

- The Developer represents and warrants to and covenants with the Owners:
- That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the said plots as envisaged herein
- (ii) That it shall complete the development of the said plots in accordance with the sanctioned plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws; and that it shall at its own costs obtain Completion Certificate from Malandighi Gram Panchayat and other statutory certificates as may be required.
- (iii) The Developer shall in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and service products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (iv) That it has adequate funds to undertake and complete the development of the said plots as per the terms of this Agreement;
- (v) That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owner for the development of the said plots;

### ARTICLE XV -OWNERS' REPRESENTATIONS

#### WARRANTIES AND COVENANTS

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The Owner/First Party is the absolute owner of all that the pieces and parcels of land fully describe in the schedule below and is seized and possessed thereof and/ or otherwise well sufficiently entitled thereto free from all sorts of encumbrances, liens, attachments, mortgages, charges and lispendens.

That the Owners have not done any act deed or thing which might affect
her right to grant the Developer the exclusive right to develop the schedule
below land and that she have not entered into any agreement, written or
oral, with any person other than the Developer herein concerning the said
plots.

That the said plots are free from all encumbrances charges liens lispendens acquisitions requisition attachment and trusts of whatsoever or howsoever nature and that the said plots are in the exclusive possession of the Owner/first Party and the Owner/First Party hereby undertake to indemnify and keep the Developer indemnified, from and against any and all actions charges liens claims encumbrances mortgages or any third party possessory rights on the said plots or any part thereof.

- 3. That subject to the Developer complying with its obligations herein, the Developer shall be and is entitled to exclusively develop construct and complete the buildings on the said plots without any interruption or interference from the Owners or any person or persons claiming through or under the Owners and the Owners hereby undertake to indemnify and keep the Developer indemnified against all and any loss damage costs charges and expenses suffered by the Developer as a result of any breach of this undertaking in respect of title or commitments made,
- The Owners do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 or West Bengal Land Reforms Act.
- There is no suit or proceedings pending against them or touching the said plots and the Owners hereby undertake to indemnify and keep the Developer indemnified against all and any loss damage cost charges and expenses as a result of any breach of this undertaking.

 The Owners shall execute all deeds, documents and instruments as may be necessary and/ or required from time to time for carrying out the development of the said plots in terms hereof.

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7. For the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the residential and commercial complex in accordance with the sanctioned building drawings, the Owners shall also render assistance in obtaining Completion Certificate and any other statutory clearances which may be required on completion of the project.

#### ARTICLE XVII - MISCELLANEOUS

- That this agreement shall not to be deemed to constitute a partnership between the owner /First Party& Developer/Second Party or an agreement to sale of the schedule below plot by the owner and the developer
- In the event the Owners fail and/ or neglect to perform any of the terms conditions and covenants to be paid observed and performed as contained herein, the Developer shall be entitled to terminate this Agreement upon recovery of all costs charges and expenses till then incurred by it for development of the buildings and shall also be entitled to.

### ARTICLE XIX - DISPUTE RESOLUTION

- In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights, and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to the sole arbitration by an Arbitrator to be appointed by the parties jointly under the provisions of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the said Arbitrator shall be final and binding on the parties. Arbitration will be held in Durgapur and the language shall be in English.
- 2 Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to



perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

#### ARTICLE XX - JURISDICTION

1 Courts at Durgapur & Burdwan alone shall have the exclusive jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

### Schedule of the Land

In the district of Burdwan P.S Kanksa ,Within Mouza –Bamunara, J.L No-58,Plot Nos –R.S-1353,1372, L.R. Plot No- 1034,Kh No- 331,321, L.R.- 2449, 2450 area 6.13cottahs land classification- Baid Presently used for Bastu.

## SCHDULE 'B' ABOVE REFFERED TO (Owners' Allocation)

That in total the Owners' will be allocated 40% of the constructed area including super built up area as mutually agreed between parties but subject to adjustment of advance or security deposit paid to the Owners or if any amount if be spent on behalf of the Owners and the area to be provided to the Owners be finished in habitable condition as per specifications given herein below And will also have a Flat at 1<sup>st</sup> Floor of the said project together with one parking space.

(Developers' Allocation)

Balance 60% of the total constructed area will be the Developer's share with right to sale, transfer or deal with or to hold or to keep in their possession in any manner whatsoever the developers shall like.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

It is hereby declared that the full name, colour passport size photograph and finger prints of each fingers of both the hands of the authorized representatives of VENDORS and the purchasers are attested in additional pagers in this deed being pages nos. 1a (total 1 page) and the same are treated as part and parcel of this deed.

#### WITNESSES:

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" Jangachar Roy

Drafted and Typed by me & I have read over & Explained in Mother languages to all parties to this deed and All of them admit that the same has been correctly Written as per their instruction

Written as per their instruction

INSAPUN COME ADVOCATE

Ray patr Chondhary
Signature of the 1st. Party

Sushila Chardras Signature of the 1st. Party

Amrita Green View Housing Pvt. Ltd.

Signature of the 2nd, Party

## FINGER PRINTS FOR THE PARTIES



Name: Rajpat: Chondhary

LEFT HAND	EFT HAND						
		•	<b>(2)</b>	•			
Thumb RIGHT HAND	Little finger	Ring Finger	Middle Finger	Index Finger	Sushula		
	*		· magg	**	Chaudhag		
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	(		

Name: Sughila Choudhory

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RIGHT HAND	-				
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Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	7

Name : Amrie Green View Housing Pvt. Ltd.



#### Government Of West Bengal Office Of the A.D.S.R. DURGAPUR District:-Burdwan

## Endorsement For Deed Number : I - 07450 of 2012 (Serial No. 07726 of 2012)

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

#### Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 21/08/2012

( Under Article : ,E = 14/- on 21/08/2012 )

#### Deficit stamp duty

Deficit stamp duty Rs. 20/- is paid, by the Bankers cheque number 830174, Bankers Cheque Date 13/08/2012, Bank Name State Bank of India, DURGAPUR CITY CENTRE, received on 21/08/2012

( Satyajit Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR



( Satyajit Biswas )

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

EndorsementPage 2 of 2



#### Government Of West Bengal Office Of the A.D.S.R. DURGAPUR District:-Burdwan

### Endorsement For Deed Number: I - 07450 of 2012 (Serial No. 07726 of 2012)

On

Payment of Fees:

On 17/08/2012

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

Presented for registration at 19.32 hrs. on :17/08/2012, at the Private residence, by Rajpati Choudhary, one of the Executants.

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

Execution is admitted on 17/08/2012 by

- Rajpati Choudhary, son of Sadholal Choudhary, Village:Barnunara, Thana:-Kanksa, P.O.:-Barnunara District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- Sushila Choudhary, wife of Rajpati Choudhary, Village:Bamunara, Thana:-Kanksa, P.O.:-Bamunara District:-Burdwan, WEST BENGAL, India., By Caste Hindu, By Profession: House wife
- Jitendra Kumar Paul Director, Amrita Green View Housing Pvt, Ltd., B-132, Aldrin Path, Bidhannagar, Durgapur, P.O.:-District:-Burdwan, WEST BENGAL, India, Pin:-713212.
   By Profession: Others

Identified By Gangadhar Roy, son of Saktipada Roy, Village:Bamunara, Thana:-Kanksa, P.O. :-, District:-Burdwan, WEST BENGAL, India, Pin:-713212, By Caste: Hindu, By Profession: Others.

( Satyajit Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

On 19/08/2012

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-15.17.175/-

Certified that the required stamp duty of this document is Rs.- 5010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Salyaja Biswas

On 21/08/2012

Certificate of Admissibility (Rule 43, Wilk Registration Rules 1962)

( Satyajit Biswas )

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

ADDITIONAP DISTRICT SUB-REGISTRAR OF

21/08/2012 17:21:00

EndorsementPage 1 of 2