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Certified that the document is admitted to register with the signature sheet and the endorsement sheets attached with this document are the part of this document

Advt. Dist. Sub-Registrar Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT

30 JUN 2015

- 1. Date: 25/06/2015
- 2. Place: Kolkata
- 3. Parties

3.1 SHRI SAMIR KARMAKAR (PAN- AIVPK8268E), SHRI SUBIR KARMAKAR (PAN - AKRPK9804D), and SHRI HIRANMOY KARMAKAR (PAN - BVLPK3739D), all sons of Late Lakhinarayan Karmakar, by faith Hindu, all by occupation - retired, service and unemployed respectively, and respectively, all resident of 96, Baburam Ghosh Road Kolkata, under ward no. 97 of the Kolkata - 700040 Municipal Corporation under P.S Regent Park, P.O. Azadgarh, in the District South 24 Pargana.
 (Collectively Owners, includes heirs, executors, successor, legal representatives and assigns)

And



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- 3.2 SUNBRIGHT DEVELOPERS PVT LTD., a company incorporated under the Companies Act, 1956 and an existing Company within the meaning of the Companies Act, 2013 having its office at 9A, Raja Basanta Roy Road, Police Station - Tollygunge, P.O. - Kalighat, Kolkata-700026, (PAN AATCS3848L), represent by SRI BISWADEEP GANGULY, son of Late Priyabrata Ganguly, (PAN - ADXPG9344F) residing at 1/4, Raja Basant Ray Road Kolkata - 700026, Police Station - Tollygunge, P.O. - Kalighat, in the South 24 Parganas (Developer includes successor-in-interest and assigns).

Owner and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Development of Said Premises:** For Development and commercial exploitation between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of ALL THAT piece and parcel of land measuring more or less about 12 Cottah 12 Chittack 11 Square feet of land lying and situate at Premises no. 96 Baburam Ghosh Road Kolkata -700040 within Ward no. 97 of the Kolkata Municipal Corporation, comprising in Dag No. 1151, 1152 and 1153, appertaining to Khatian No. 329, 234 and 330 in J.L. No. 41, Mouza - Chandpur Rosapagla, P.S. - Tollygunge and Dist - 24 Pargana (South), delineated on the Plan A annexed hereto and bordered in colour Green thereon and described in Part I of the 1st Schedule below, hereinafter the (Said Property).

5. Representations, Warranties and Background

- 5.1 **Owner's Representations:** The Owners have represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of Owners:**
- 5.1.2 That the Said Property originally belonged to one Nawab Nuruddin Khan (since deceased) which was purchased from the legal heirs of Tipu Sultan.
- 5.1.3 That while being seized and possessed of the Said Property, in the year 1925 said Nuruddin Khan (since deceased) executed a mortgage deed with Radha Pyari Dasi mother of Manmathanath Das Karmakar (the Sebait of the present vendor herein) over the land measuring about 10 cottah 25 Chittak 25 sq.ft. on 12.06.1925.
- 5.1.4 The said Nuruddin Khan died intestate on 16.01.1928 leaving behind his three sons namely (1) Sahajada Latifuddin Khan, (2) Sahajada Faizuddin Khan & (3) Sahajada Anowaruddin Khan and one daughter namely Sahajadi Anayakunnessa Begum.
- 5.1.5 Thereafter as per Deed No. 313 of 1931 the said Sahajada Latifuddin Khan inherited 2/7th portion of land from his deceased father.



- 5.1.6 Subsequently the said Sahajada Latifuddin Khan also filed a suit for partition over his father's left property before the District Sub Judge Court vide the Case No. 68 of 1929.
- 5.1.7 As per the final decree regarding the partition suit passed by the Court on 18.12.1930, the said Sahajada Latifuddin Khan and Sahajada Anowaruddin Khan became the payees of that above mortgaged property which was made by their deceased father.
- 5.1.8 Both of them failed to repay the debt and sold and transferred and conveyed the entire mortgaged land measuring about 10 Cottah 6 Chittak 25 sq.ft. in favour of Sri Manmathanath Das Karmakar, son of Late Gobinda Chandra Das Karmakar, who purchased the aforesaid property in the name of Sree Sree Radha Ballav Jew, in the name of Deity installed inside the Said Property.
- 5.1.9 The above stated purchase was registered and recorded in Book No. 1, Vol.No.7, pages 46 to 56 being No. 313 of 1931, Behala Sub Registry Office.
- 5.1.10 The said Sahajada Latifuddin also executed an Agreement for Sale from his self inherited 2/7th portion of land measuring about 2 Cottah 5 Chittak 31 sq.ft. (said property), lying and situate in Dag No. 1153 comprising to Khatian No. 329 with the Sebait of Sree Sree Radhaballav Jew i.e. Nandabala Dasi (minor) (the Sebait of the purchaser herein), daughter of Sri Manmathanath Das Karmakar on 3rd Ashwin, 1339 (as per Bengali calendar), due to some financial crisis he took some earnest money for the purpose of carrying forward the above mentioned partition suit.
- 5.1.11 That, By virtue of the aforesaid purchases the said Sri Manmatha Das Karmakar (since deceased) and Smt. Nandabala Dasi (since deceased) became the sole and absolute owner of all that land measuring about 12 (twelve) Cottah 12 (twelve) Chittack 11 (eleven) sq ft, lying and situate in Dag No. 1153, under Khatian No. 329, in Mouza Rosapagla, J.L. No. 41, in the district of South 24 Parganas (hereinafter referred to as the Said Property/premises) from Md. Latifuddin Khan, son of Late Nawab Nuruddin Khan vide two different registered Deed of Sale being no. 313 of 1931 & 4471 of 1932 in the name Sri Sri Radha Ballav Jew, in the name of Deity installed inside the a Said Property.
- 5.1.12 That, said Manmatha Das Karmakar died intestate leaving behind his one son namely Sri Lakhinarayan Karmakar (since deceased), and one daughter namely Smt. Nandabala Dasi (since deceased).
- 5.1.13 That said Smt. Nandabala Dasi died intestate without leaving any legal heirs and the said late Lakhinarayan Karmakar died intestate on 24.11.1978, leaving behind his four sons namely Sri Lilamoy Karmakar, Sri Samir Karmakar, Sri Subir Karmakar, Sri Hiranmoy Karmakar and one daughter namely Smt. Gita Karmakar, on whom the estate of late Manmatha Das Karmakar has devolved.
- 5.1.14 That subsequently, the said Gita Karmakar died intestate on 26.11.1989 without leaving any successors and consequent upon her death and by virtue of such intestate succession the said Sri Subir Karmakar, Sri Samir Karmakar, Sri Lilamoy Karmakar and Sri Hiranmoy Karmakar, have become absolute owner and are now seized and possessed all that land measuring about 12 cottah 12 chittack 11 sq. ft by virtue of inheritance.



- 5.1.15 That the said property is absolutely owned by successors of the said late Manmatha Das Karmakar, i.e. Sri Subir Karmakar, Sri Samir Karmakar, Sri Lilamoy Karmakar and Sri Hiranmoy Karmakar.
- 5.1.16 The Said Property was initially numbered as 18 and 19 Baburam Ghosh Road, which was subsequently, renumbered as 96 Baburam Ghosh Road.
- 5.1.17 That Sri Subir Kamakar, Samir Karmakar & Hiranmoy Karmakar by an Affidavit cum Declaration dated 15/06/2015 have stated that the Said Property is neither a Debttor Property nor any trust created for charitable purpose, but on the contrary Said Premises has been used for residential purposes by successors of late Manmatha Das Karmkar since last 9 (nine) decades and the same are in their absolute possession.
- 5.1.18 That though Sri Subir Karmakar, Sri Samir Karmakar, Sri Lilamoy Karmakar and Sri Hiranmoy Karmakar are present joint owners of the Said Property but only Sri Subir Karmakar, Sri Samir Karmakar, and Sri Hiranmoy Karmakar are executing this Agreement since Sri Lilamoy Karmakar who left home almost on or about in the year 1985, has not returned. The present owners who intend to develop the Said Property, have offered to Developer that they shall hold the share of Sri Lilamoy Karmakar in trust for him and on this condition and representation the Developer has agreed to proceed with development. The Developer shall take appropriate steps for perfecting the title of the owner in accordance with law and the present owners shall sign and execute necessary documents as and when required. If required the Developer shall take all necessary steps in accordance with law to obtain declaration from appropriate Court of Law with respect to missing case of Lilamoy Karmakar whose whereabouts are not known for more than 30 years and such expenses will be borned by the developer.
- 5.1.19 **Owner has Marketable Title:** The right, title and interest of the Owners in the Said Premises are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.20 **Owner to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owner to the Said Premises continues to remain marketable and free from all encumbrances till the completion of the development of the Said Premises.
- 5.1.22 **No Requisition or Acquisition:** The Said Premises is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.23 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement and no permission under law is required to be obtained beforehand and if at any stage if it is considered necessary then the same shall be duly obtained and in that context the same shall become a condition precedent for development.
- 5.1.24 **No Prejudicial Act:** The Owners have neither done, nor permitted anything to be done whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:



- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Premises, *inter alia* by way of construction of a New Building on the Said Premises.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Premises and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Premises.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners discussed and decided amongst themselves to have the Said Property developed and approached the Developer and offered to have the Said Property developed by the Developer. Discussions were held between the Parties for taking up the development of the Said Property by constructing a ready-to-use G+4 residential building with specified areas, amenities and facilities to be enjoyed in common (collectively **Said Building**) and if any (**Project**).
- 5.4 **Amenities higher than stated specifications:** In event the Owners demand certain set of Amenities over and above the Specifications given in the 2nd Schedule below, then Owners shall be liable to pay 50% of such extra cost incurred in providing such amenities.
- 5.5 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1 **Development of Said Premises by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Premises by construction of the New Building thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.2 **Nature and Use of New Building:** The New Building shall be constructed in accordance with architectural plan (**Building Plan**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the KMC and other statutory authorities concerned with sanction (collectively **Planning Authorities**), of the building with specified areas, amenities and facilities to be enjoyed in common.
7. **Appointment Commencement and Payment of Security Deposit:**



7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoints the Developer to develop the Said Premises with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

7.3 **Adjustable Security Deposit:** Simultaneously on the execution of these presents the Developer shall pay to the Owners a sum of Rs.60 Lacs (Rupees Sixty Lacs only) by way of adjustable security deposit i.e by paying to each of the owners Subir Kumar Karmakar Rs 20 Lacs, Samir Kumar Karmakar Rs 20 Lacs and Hiranmoy Karmakar Rs 20 Lacs on proper receipt.

8. Sanction and Construction

8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plan. In this regard it is clarified that (1) full potential of FAR of the Said Premises shall be utilized for construction of the New Building, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer. In event the Developer is able to obtain more FAR over and above the existing norms for which extra cost is incurred by the Developer then the Developer shall be entitled to such extra FAR for its benefit.

8.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

8.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, demolish the existing building on the Said Premises and construct, erect and complete the New Building as per specifications given in the 2nd Schedule hereunder on the Said Premises comprising of a residential building and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans. The debris arising out of the demolition of the existing building on the Said Premises or the value thereof shall belong exclusively to the Developer and the Owner shall have no claim thereon.

8.4 **Construction and Renovation of Temple:** The Developer has agreed to reconstruct the Temple with Marble and Tiles. If necessary, the New Temple the same may be constructed to the other portion of the premises with the written consent of the Owner.



- 8.5 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that after sanction of the Building Plans the Developer shall commence the foundation work of the new structures on the Said Premises. Subject to Circumstances of Force Majeure (defined in Clause 25.1 below), the Developer shall complete the entire process of development of the Said Premises and construct, erect and complete the New Building within a period of 24 (twenty four) months from the commencement of foundation work (with reasonable variance up to 6 (six) months (**Completion Time**)).
- 8.6 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Building (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Building (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by CESC Limited and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Building.
- 8.7 **Building Materials:** The Developer shall be authorized (in the name of the Owner) to apply for and to obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.8 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Premises, upon payment of all usage charges, till the building is completed.
- 8.9 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owner, within the permissible limits of the Planning Authorities and/or sanctioned under Rule 25 of the KMC Building Rules.
- 8.10 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Premises and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
- 9.0 **Possession, Rehabilitation of Tenants and Alternative Accommodation**
- 9.1 **Possession:** The Owners on execution of these presents shall put in Possession the Developer all that part or portion of the Said Property which are vacant to enable the Developer to carry out all activities incidental to development.



9.2 **Rehabilitation of Tenant:** The rehabilitation of tenant shall be made at the cost of the Developer for the purpose of execution of the Project and cost of such rehabilitation shall be borne by the Developer.

9.3 **Owners Alternate Accommodation:** Before demolition of the existing structures the Developer shall provide alternative accommodation during the time of construction.

10. Powers and Authorities

10.1 **Power of Attorney for Building Plans Sanction:** The Owners for the purpose of carrying out development and construction on their behalf shall grant a Power of Attorney in favour of SUNBRIGHT DEVELOPERS PVT LTD, the developer, represent by SRI BISWADEEP GANGULY, son of Late Priyabrata Ganguly, for the purpose of getting a Building Plan sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.

10.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owner shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owner's Allocation

11.1 **Owner's Allocation:** The Owner is and shall be entitled to 50% (Fifty percent) of the total sanctioned FAR (collectively **Owner's Allocation**). It is clarified that the Owner's Allocation shall include undivided, impartible and indivisible 50% (Fifty percent) share in (1) the Common Portions and (2) the land contained in the Said Premises. The Owner's Allocation shall be made available to both the Owner collectively and the Owner shall *inter se* distribute the same among themselves. It is clarified that the title of the Owner to the Owner's Allocation shall be derived from their registered ownership documents (mentioned in the various sub-clauses of Clause 5.1 above) read in conjunction with (1) this Development Agreement (2) the separate instrument whereunder details of the demarcation shall be recorded after sanction of the Building Plans and (3) the Possession Letter/s that shall be issued by the Developer to the Owner at the time of handing over possession of the Owner's Allocation. The Owner's Allocation shall be heritable and freely transferable.

12. Developer's Allocation

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to balance of the sanctioned FAR i.e. 50% (Fifty percent) of the total sanctioned FAR (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible 50% (Fifty percent) share in (1) the Common Portions and (2) the land contained in the Said Premises. The Developer's Allocation shall be heritable and freely transferable.



13. Dealing with Respective Allocations

13.1 Demarcation of Respective Allocations: The Parties have mutually agreed that on sanction of the Building Plan, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

13.2 Owner's Allocation: The Owner shall be exclusively entitled to the 1st and 2nd Floor as the Owner's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owner deems appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's Allocation. It is clearly understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.

13.3 Developer's Allocation: The Developer shall be exclusively entitled to the 3rd and 4th Floor as the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 Transfer of Developer's Allocation: In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the Said Premises and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above. It is agreed that the developer shall not transfer Developer's Allocation until handing over the possession of the Owner's Allocation according to the specification, as to be agreed between the Parties.

13.5 No Objection to Allocation: The Parties confirm that neither Party has any objection with regard to their respective allocations in the ratio of 50% : 50% of the sanctioned FAR.

13.6 Cost of Transfer: The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. Municipal Taxes and Outgoings

14.1 Relating to Period Prior to Date of Sanction of Building Plans: All Municipal rates, taxes, penalty, interest and outgoings (collectively Rates) including arrear tax and arrear G.R on the Said Premises relating to the period on the date of



handing over the *khas*, vacant, peaceful and physical possession of the Said Premises, shall be the liability of the Developer and thereafter the same shall be borne, paid and discharged by the Developer.

14.2 Relating to Period After Sanction of Building Plans: As from the date of handing over the possession of the Said Premises, as mentioned in Clause No. 14.1 herein above, the Developer shall be liable for the Rates in respect of the Said Premises and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.

15. Possession of Completed Units and Post Completion Maintenance

15.1 Possession of Owner's Allocation: Within 15 (fifteen) days or the nearest ritually suitable date (whichever be later) after the Developer complete the New Building, the Owner shall take possession of the Owner's Allocation and if the Owner does not take such possession, it shall be deemed that the Developer has delivered possession to the Owner. The developer shall be liable for obtaining occupancy certificate within 4 (four) months from the date of handing over possession to the Owner's Allocation.

15.2 Possession Date and Rates: On and from such date of the Owner actual taking physical possession or deem possession, as the case may be (**Possession Date**), and the Parties shall become liable and responsible for the Rates in respect of their respective Allocations and also pay the maintenance charges as applicable for the building.

15.3 Punctual Payment and Mutual Indemnity: The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

15.4 Maintenance: The Developer and the Owner shall jointly and mutually frame a scheme for the management and administration of the New Building. The Owner hereby agrees to abide by all the rules and regulations to be so framed for the management and administration of the New Building.

15.5 Maintenance Charge: The Transferees and the Owner shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Building.

16. Common Restrictions

16.1 Applicable to Both: The Owner's Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to



multi-storied ownership buildings, intended for common benefit of all occupiers of the New Building.

17. Obligations of Developer

- 17.1 Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Premises within 24 (twenty four) months with an extension of another 6 (six) month, from the date of handing over possession *khas*, vacant, peaceful and physical possession of the Said Premises. However, if both the Parties agree the completion time may be extended till such agreed time.
- 17.2 Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use and with Occupancy Certificate from KMC.
- 17.3 Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 Commencement of Project:** The development of the Said Premises shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 17.6 Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Building at its own cost and responsibility and shall be responsible for construction defects for a period of 3 (three) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.7 Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.8 Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.



- 17.9 **No Assignment:** The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owner.
- 17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Building.
- 17.11 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
- 17.12 **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owner not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owner's Allocation is delivered to the Owner in the manner mentioned in Clauses 15.1 and 15.2 above **provided** however this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.
- 18. Obligations of Owners**
- 18.1 **Necessary Permission:** The Owner undertakes that the Developer shall execute such documents or undertakings as may be required in order to ensure title is duly perfected and if at any point of time if it is considered necessary that permission from either court or any appropriate authority is required to be obtained then the Owners without fail shall duly obtain such permission at their own cost.
- 18.2 **Settlement with the Occupant/ Tenant:** On behalf of the Owners, the Developer undertakes that, the Developer shall handle and settle all matters relating to all existing tenant of the Said Premises and rents also received by the Developer. All cost to be born in this regard shall be borne by Developer.
- 18.3 **Mutation:** The Developer shall rectify the records of the Kolkata Municipal Corporation and shall produce mutation certificate and/or tax receipts within three months to the Developer showing the name of the Said Trust (the Owner herein) as owner of the Said Premises. All cost to be borne in this regard by Developer.
- 18.4 **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises.
- 18.5 **Act in Good Faith:** The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.6 **Documentation and Information:** The Owner undertakes to provide the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time.



- 18.7 **No Obstruction in Dealing with Developer's Functions:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.8 **No Obstruction in Construction:** The Owner covenants not to cause any interference or hindrance in the construction of the New Building.
- 18.9 **No Dealing with Said Premises:** The Owner covenants not to let out, grant lease, mortgage and/or charge the Said Premises or any portions thereof save in the manner envisaged by this Agreement.
- 18.10 **Financial Arrangements:** The Owners covenant that the Owner shall co-operate with the Developer in all manner as the Developer may deem fit and proper to secure financial accommodation from any financial organization in order to complete the Project.
- 18.11 **Office Space:** Simultaneously with the execution of this Development Agreement, the Owners shall hand over a constructed area measuring about 1000 sq.ft. from the front portion of the Said Premises to the Developer to enable the Developer to set up a mobile office and godown.
- 18.12 **Maintenance charges:** the Owners shall bear and pay maintenance charges for proper upkeep and maintenance of the Said Premises and also bear and pay the deposits to be made to CESC to obtain electricity connection in the Said Premises.
19. **Indemnity**
- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 19.2 **By the Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Premises or any of the Representations of the Owner being incorrect.
20. **Corporate Warranties**
- 20.1 **By Developer:** The Developer warrants to the Owner that:
- 20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or



duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

22. Miscellaneous

22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

22.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

22.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.

22.5 **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons. It is clarified that this is not an agreement to sell and / or transfer of the Said Premises or any part thereof to the Developer but is merely an agreement authorizing the Developer to develop the Said Premises by constructing and completing the New Building.

22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.



- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.10 **Name of New Building:** The name of the New Building shall be decided by the Developer.
- 22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Premises or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Premises in terms of this Agreement.
23. **Defaults:** In the event of any default on the part of the Owner, the Developer may at its sole discretion may terminate this Agreement against damages or sue the Owner for specific performance of this Agreement and also for damages. However, if there is any delay in completion of the Project, the consequences mentioned in Clause 17.1 shall apply.
24. **Nomination And Assignment:** Notwithstanding anything herein contained, the Developer shall be entitled to assign or transfer the benefits and obligations under this Agreement in favour of such persons/companies as the Developer may deem fit and proper or can nominate any persons/companies to complete the Project (without prejudice the interest of the Owner), for which the Owner shall have no objection and shall not ask for any additional consideration/allocation in the Project.
25. **Force Majeure**
- 25.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, and restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).



25.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

26. Entire Agreement

26.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

27. Counterparts

27.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owner.

28. Severance

28.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

29. Amendment/Modification

29.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

30. Notice

30.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owner.

31. Alternative Dispute Resolution



- 31.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 30.2 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time.
- 31.2 **Arbitral Tribunal:** In this regard, the Parties irrevocably agree that the Arbitral Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:
- 31.2.1 **Appointment by Owner:** 1 (one) Arbitrator to be appointed jointly by the Owner.
- 31.2.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.
- 31.2.3 **Chairman:** The Chairman of the Arbitral Tribunal to be jointly appointed by the other 2 (two) Arbitrators.
- 31.3 **Conduct of Arbitration Proceeding:** The Parties irrevocably also agree that:
- 31.3.1 **Place:** The place of arbitration shall be Kolkata only.
- 31.3.2 **Language:** The language of the arbitration shall be English.
- 31.3.3 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 31.4 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Premises and/or the New Building without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
32. **Jurisdiction**
- 32.1 **Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and City Civil Court shall have jurisdiction to entertain and try all actions and proceedings.
33. **Rules of Interpretation:**
- 33.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Premises.
- 33.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.



- 33.3 **Party:** in this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 33.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 33.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 33.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or innovation of that document.
- 33.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 33.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**First Schedule
(Said Premises)**

ALL THAT piece and parcel of land measuring more or less about 12 Cottah: 12 Chittack 11 Square feet of land lying and situate at Premises No. 96 Baburam Ghosh Road within Ward no. 97 of the Kolkata Municipal Corporation, Dag No. 1151, 1152 and 1153, appertaining to Khatian No. 329, 234 and 330 J.L. No. 41, Mouza - Chandpur Rosapagla, P.S. - Tollygunge and Dist - 24 Parganas (South), delineated on the Plan A annexed hereto and bordered in colour Green thereon and described in Part I of the 1st Schedule below, hereinafter the (Said Property).

On The North : By KMC passage , 100C & 100D Baburam Ghosh road
 On The East : By 88/4 K 97 Baburam Ghosh road
 On The South : By 95 and 98C/1 Baburam Ghosh Road
 On The West : By Baburam Ghosh Road



Second Schedule

(Specifications)

Building	:	RCC Frame Structure
External finish	:	Blending of Cement base paint & other decorative finish
Stair Cases	:	Spacious Stair cases in Kota Stone
Interior walls:	:	Brick Walls with Plaster of Paris over cement plaster
Flooring	:	Vitrified/Ceramic tiles in the Bedroom, kitchens, toilets, living room & Balcony.
Kitchen	:	Counter with granite slab, one stainless steel sink, ceramic tiles upto two feet height
Bathroom	:	Glazed Tiles upto door height hot and cold water in Master Bathroom, white colored European style WC and basin silver ware or equivalent make, elegant CP fittings of ESCO/Jaguar or equivalent make
Doors	:	Main Doors Decorative and other doors painted wooden.
Electrical	:	Copper wiring in concealed conduits, sufficient light/fan points and TV, telephone points in master bed room and living/dining room, AC point in master bed room, switches semi modular.
Windows	:	Aluminum Sliding Windows
Common Facilities:	:	Lift of Adams or equivalent make, Decorative finish of lift facia,



34. Execution and Delivery

34.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Samir Karmakar
[Samir Karmakar]

Subir Karmakar
[Subir Karmakar]

Hiraninoy Karmakar
[Hiraninoy Karmakar]

For Sunbright Developers Pvt. Ltd.

Prasanna Anand
Director

[Developer]

Witnesses:

Signature *Subhasish Roy*

Name Subhasish Roy

Father's Name
CHANDRA SEKHAR ROY

Address 28 - B.T. ROAD.
KOLKATA - 700002

Signature *Sandip Karmakar*

Name Sandip Karmakar

Father's Name
Subir Karmakar

Address 96, Baburam Ghosh
Rd. Kol- 40.



Receipt and Memo of Consideration

The Owners confirms having received from the Developer a sum of Rs. 60,00,000/- (Sixty Lakhs only) towards Security Deposit for development of the Said Property, in the following manner:

Sl. No.	Date	In the Name of	Bank	Mode	Cheque No.	Amount (Rs.)
1.	20.06.2015	Samir Karmokar	Allahabad Bank	Bank draft	574327	9,00,000/-
2.	20.06.2015	Samir Karmokar	Allahabad Bank	Bank draft	574328	9,00,000/-
3.	20.06.2015	Samir Karmokar	Allahabad Bank	Bank draft	574330	2,00,000/-
4.	20.06.2015	Subir Karmakar	Allahabad Bank	Bank draft	574326	9,00,000/-
5.	20.06.2015	Subir Karmakar	Allahabad Bank	Bank draft	574334	9,00,000/-
6.	20.06.2015	Subir Karmakar	Allahabad Bank	Bank draft	574333	2,00,000/-
7.	20.06.2015	Hiranmoy Karmakar	Allahabad Bank	Bank draft	574331	9,00,000/-
8.	20.06.2015	Hiranmoy Karmakar	Allahabad Bank	Bank draft	574332	9,00,000/-
9.	20.06.2015	Hiranmoy Karmakar	Allahabad Bank	Bank draft	574329	2,00,000/-
(Rupees Sixty Lakhs only)						60,00,000/-

Witnesses

1. *Seay*

2. *Sandip Karmakar*

Drafted By:

Sanjita Saha

Advocate
F/1199/2013

ANC Law Chambers
Advocates & Legal Consultants
4, Govt. Place (N) Delta House,
Room No. 4 Fourth Floor
(opp. Raj Bhawan), Kolkata - 700 001

Samir Karmokar
Subir Karmakar
Hiranmoy Karmakar

Owners



SPECIMEN FORM FOR TEN FINGER PRINT



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SIGNATURE

Sankar

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Director

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For Subright Development Pvt. Ltd.
Pradeep




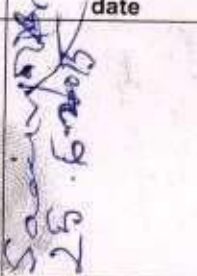
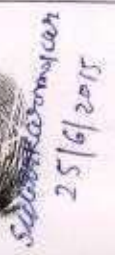


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas


Signature / LTI Sheet of Query No/Year 16050000349339/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mr Samir Karmakar 96, Baburam Ghosh Road, P.O:- Azadgarh, P.S:- Regent Park, District:- South 24-Parganas, West Bengal, India, PIN - 700040	Landlord			
2	Mr Subir Karmakar 96 Baburam Ghosh Road. P.O:- Azadgarh, P.S:- Regent Park, District:- South 24-Parganas, West Bengal, India, PIN - 700040	Landlord			
3	Mr Hiranmoy Karmakar 96 Baburam Ghosh Road, P.O:- Azadgarh, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040	Landlord			



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Finger Print	Signature with date
4	Mr Biswadeep Ganguly 1/4, Raja Basanta Ray Road, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700026	Representative of Developer [Sunbright Developer s Pvt Ltd	 	<i>Biswadeep Ganguly</i> 25/6/15
Sl No.	Name and Address of identifier		Signature with date	
1	Mrs Rita Sarkar Wife of Mr Dilip Sarkar 302, Netaji Road, Noapara, Ichapur, P.O:- Nabangunj, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743144	Mr Samir Karmakar, Mr Subir Karmakar, Mr Hiranmoy Karmakar, Mr Biswadeep Ganguly	<i>Rita Sarkar</i> 25/06/2015	

(Arbab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mr Samir Karmakar Son of Late Lakhinarayan Karmakar 96, Baburam Ghosh Road, P.O:- Azadgarh, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, Status : Self Date of Execution : 25/06/2015 Date of Admission : 25/06/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>Mr Subir Karmakar Son of Late Lakhinarayan Karmakar 96 Baburam Ghosh Road, P.O:- Azadgarh, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Self Date of Execution : 25/06/2015 Date of Admission : 25/06/2015 Place of Admission of Execution : Pvt. Residence</p>
3	<p>Mr Hiranmoy Karmakar Son of Late Lakhinarayan Karmakar 96 Baburam Ghosh Road, P.O:- Azadgarh, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Self Date of Execution : 25/06/2015 Date of Admission : 25/06/2015 Place of Admission of Execution : Pvt. Residence</p>

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Sunbright Developers Pvt Ltd 9A, Raja Basanta Ray Road, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 PAN No. AATCS3848L, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr Biswadeep Ganguly Son of Late Priyabrata Ganguly 1/4, Raja Basanta Ray Road, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADXPG9344F, Status : Representative Date of Execution : 25/06/2015 Date of Admission : 25/06/2015 Place of Admission of Execution : Pvt. Residence</p>

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mrs Rita Sarkar Wife of Mr Dilip Sarkar 302, Netaji Road, Noapara, Ichapur, P.O:- Nabangunj, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743144 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India,</p>	<p>Mr Samir Karmakar, Mr Subir Karmakar, Mr Hiranmoy Karmakar, Mr Biswadeep Ganguly</p>	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baburam Ghosh Road, , Premises No. 96, Premises No:96</p>		<p>12 Katha 12 Chatak 11 Sq Ft</p>	1/-	2,51,29,780/-	Proposed Use: Bastu, Property is on Road

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Hiranmoy Karmakar	Sunbright Developers Pvt Ltd	7.0209	33.3333
	Mr Samir Karmakar	Sunbright Developers Pvt Ltd	7.0209	33.3333
	Mr Subir Karmakar	Sunbright Developers Pvt Ltd	7.0209	33.3333

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Amarnath Choudhury
Address	4 Govt Place North,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160504441 / 2015

Query No/Year	16050000349339/2015	Serial no/Year	1605005329 / 2015
Deed No/Year	I - 160504441 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Biswadeep Ganguly	Presented At	Private Residence
Date of Execution	25-06-2015	Date of Presentation	25-06-2015

Remarks

On 25/06/2015

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

Presented for registration at 19:27 hrs on : 25/06/2015, at the Private residence by Mr Biswadeep Ganguly .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,51,29,780/-

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

Execution is admitted on 25/06/2015 by

Mr Samir Karmakar, Son of Late Lakhinarayan Karmakar, 96, Baburam Ghosh Road, P.O: Azadgarh, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, By caste Hindu, By Profession Retired Person

Indetified by Mrs Rita Sarkar, Wife of Mr Dilip Sarkar, 302, Netaji Road, Noapara, Ichapur, P.O: Nabangunj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, By caste Hindu, By Profession Service

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

Execution is admitted on 25/06/2015 by

Mr Subir Karmakar, Son of Late Lakhinarayan Karmakar, 96 Baburam Ghosh Road, P.O: Azadgarh, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, By caste Hindu, By Profession Service

Indetified by Mrs Rita Sarkar, Wife of Mr Dilip Sarkar, 302, Netaji Road, Noapara, Ichapur, P.O: Nabangunj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, By caste Hindu, By Profession Service

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

Execution is admitted on 25/06/2015 by

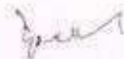
Mr Hiranmoy Karmakar, Son of Late Lakhinarayan Karmakar, 96 Baburam Ghosh Road, P.O: Azadgarh, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, By caste Hindu, By Profession Others

Indetified by Mrs Rita Sarkar, Wife of Mr Dilip Sarkar, 302, Netaji Road, Noapara, Ichapur, P.O: Nabangunj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, By caste Hindu, By Profession Service

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

Execution is admitted on 25/06/2015 by

Mr Biswadeep Ganguly, , Sunbright Developers Pvt Ltd , 9A, Raja Basanta Ray Road, P.O: Kalighat, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026
Indetified by Mrs Rita Sarkar, Wife of Mr Dillip Sarkar, 302, Netaji Road, Noapara, Ichapur, P.O: Nabangunj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, By caste Hindu, By Profession Service



(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 30/06/2015

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 66,010/- (B = Rs 65,989/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 66,010/-

Description of Draft

1. Rs 26,010/- is paid, by the Draft(8554) No: 000404918432, Date: 23/06/2015, Bank: STATE BANK OF INDIA (SBI), RASH BEHARI AVENUE.
2. Rs 40,000/- is paid, by the Draft(8554) No: 000404918434, Date: 23/06/2015, Bank: STATE BANK OF INDIA (SBI), RASH BEHARI AVENUE.

Payment of Stamp Duty

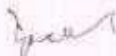
Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Draft Rs 40,021/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 58, Purchased on 02/03/2015, Vendor named G Mallick.

Description of Draft

1. Rs 40,021/- is paid, by the Draft(8554) No: 000404918433, Date: 23/06/2015, Bank: STATE BANK OF INDIA (SBI), RASH BEHARI AVENUE.



(Arnab Basu)

নং 58 02.03.15 দ্বিতীয় পাত
নামঃ Amermath Chowdhury
স্বার্থঃ High Court, Cal
ডেপুটিঃ *[Signature]*
লাইসেন্স নং - ২৫৮
বিক্রমপুর, এ.ডি.এস. অফিস, জেলা নং ২৪ পরগণা

Pisowalee Unguly

VLT9
4250

Pisowalee Unguly

VLT9
4251

Subbaramochar

VLT9
4252

Sainkar

VLT9
4253

Hirannyakumar

Indentified by me.

Rita Sarkar

Mo Dilip Sarkar

302, Netaji Rd. Nowapara



Signature.....
25 JUN 2015
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.