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ELOPEMENT AGREEMENT

THIS AGREEMENT is made on the 18 day of September, 2014 (Two Thousand Fourteen) BETWEEN SRI SAMAR DAS son of- Late Phanindra Nath Das, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at- 316, N.S Road, P.O-Narendrapur, P.S.- Sonarpur, Kolkata- 700103, hereinafter called and referred to as the LANDOWNER (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his legal representatives, administrators and/or assigns) of the ONE PART.

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GANGULY HOME SEARCH PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata-700084 and represented by its Director SRI AMIT GANGULY son of- Sri Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality-Indian, residing at- 174, Garia Station Road (opposite Garia Baroda Prasad High School), P.O.- Garia, P.S.- Sonarpur, Kolkata-700084, hereinafter called and referred to as the 'DEVELOPER' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the OTHER PART

WHEREAS the LANDOWNER herein is now the owner and seized and possessed of ALL THAT land total measuring an area of about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft. be the same a little more or less, the said land has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS originally Ramchandra Sardar, son of- Baikuntha Sardar was the recorded owner of the land measuring about 24 decimal in R.S. Dag No. 1231, 13 decimal in R.S. Dag No. 1236 & 52 decimal in R.S. Dag No. 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and in the Revisional Settlement Record-of Rights (Parcha) the names of Nani Gopal Sardar and Hiralal Sardar have been published in respect of the said lands;

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AND WHEREAS on 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making equal division and demarcation of their respective shares in the said total lands executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;

AND WHEREAS Nanigopal Sardar being the First Party and as per "Schedule- Kha" of the said Deed of Partition got the absolute ownership of the Schedule land with other lands and after the demise of Nanigopal Sardar on 21.11.1979 and that of his wife Bijan Bala Sardar their 3 (three) sons namely Sri Subhendu Sekhar Sardar, Sri Ardhendu Sekhar Sardar, Dr. Sudhanshu Sekhar Sardar and 5 (five) daughters namely (1) Smt. Ashalata @ Durgabala Safui, wife of-Late Ashwini Kumar Sanfui, (2) Smt. Nilima Halder, wife of- Late Rabindranath Haldar, (3) Smt. Gayatri Mondal, wife of- Sri Haridas Mondal, (4) Smt. Sibani Roy, wife of- Late Rajani Bhushan Roy, (5) Smt. Gita Biswas, wife of- Dr. Kamalesh Biswas, - all 8 (eight) of them jointly inherited the share of Nanigopal Sardar;

AND WHEREAS after the demise of Dr. Sudhanshu Sekhar Sardar on 17.01.2007 and that of his wife Smt. Bimala Sardar on 20.06.2006 their 3 (three) sons namely (1) Sri Himangsu Sardar, (2) Sri Shubrangshu Sardar, (3) Sri Sitangshu Sardar and only daughter Smt. Sanghamitra Sarkar, wife of Sri Subhachari Sarkar all 4 (four) of them jointly inherited the undivided share of Dr. Sudhanshu Sekhar Sardar;

AND WHEREAS after the demise of Subhendu Sekhar Sardar on 02.01.2010 his wife Smt. Karunamoyee Sardar and 2 (two) daughters

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namely Smt. Kuheli Mondal, wife of Sri Swapan Mondal and Smt.

Kakali Das, wife of Sri Bidyut Das - all 3 (three) of them jointly inherited the undivided share of Subhendu Sekhar Sardar;

AND WHEREAS Hiralal Sardar being the Second Party and as per "Schedule- Ga" of the said Deed of Partition got the ownership of the land as mentioned in the Schedule hereunder written and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said total land of Hiralal Sardar;

AND WHEREAS after the death of Arabinda Sekhar Sardar his wife Dipali Sardar and 3 (three) daughters namely (1) Mousumi Mondal, wife of Sri Arup Kumar Mondal, (2) Madhumita Haldar, wife of Sri Abhijit Haldar and (3) Mohua Mondal, wife of Sri Sujit Mondal, all 4(four) of them jointly inherited the share of land from Arabinda Sekhar Sardar;

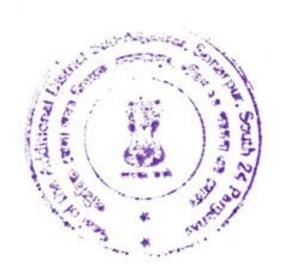
AND WHEREAS after the death of Biva Mondal her 4 (four) sons namely (1) Ashok Kumar Mondal, (2) Shashanka Sekhar Mondal, (3) Samarendra Nath Mondal and (4) Amarendra Nath Mondal and 3(three) daughters namely (1) Sumitra Naskar, wife of Nirmal Naskar, (2) Sabita Mondal, wife of Sri Ashok Mondal and (3) Kabita Naskar, wife of Sri Balaram Naskar all 7(seven) of them jointly inherited the share of land from Biva Mondal;

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AND WHEREAS after the death of Reba Sardar her only son Sudip Sardar solely inherited the share of land from his mother Reba Sardar;

AND WHEREAS on 17.04.2012 the aforementioned legal heirs of Arabinda Sekhar Sardar jointly sold the land measuring about 4.87 decimal alongwith their share in the common passage measuring about 0.063 decimal or 27.5 sq.ft to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 13, Pages 3676 to 3693, Being No. 4656 for the year 2012;

AND WHEREAS on 30.12.2011 Subhra Mondal and Prova Giri jointly sold the land measuring about 9.75 decimal alongwith their share in the common passage measuring about 0.126 decimal or 55 sqft to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 33, Pages 3094 to 3110, Being No. 14211 for the year 2011;

AND WHEREAS on 03.06.2012 the aforementioned legal heirs of Biva Mondal jointly sold the land measuring about 4.87 decimal alongwith their share in the common passage measuring about 0.063 decimal or 27.5 sqft to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 21, Pages 4154 to 4172, Being No. 7566 for the year 2012;

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AND WHEREAS on 19.04.2012 Sudip Sardar (the only legal heir of Reba Sardar) sold the land measuring about 4.87 decimal alongwith his share in the common passage measuring about 0.063 decimal or 27.5 sq.ft to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 14, Pages 5433 to 5448, Being No. 5010 for the year 2012;

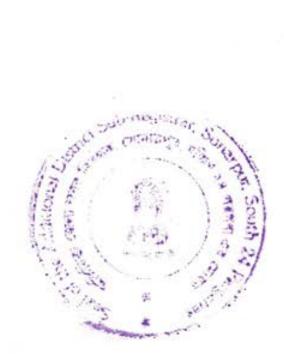
AND WHEREAS on 16.01.2011 Sova Naskar and Niva Mondal jointly sold the land measuring about 9.75 decimal alongwith their share in the common passage measuring about 0.126 decimal or 55 sq.ft to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 1, Pages 6702 to 6719, Being No. 404 for the year 2012;

AND WHEREAS on 09.11.2012 Sitangshu Sardar, son of Late Sudhangshu Sardar sold the land measuring about 3 cottahs 5 chittacks 5 sq.ft. or 5.5 decimal alongwith his share in the common passage measuring about 0.03 decimal or 13.59 sq.ft to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 36, Pages 1110 to 1129, Being No. 13618 for the year 2012;

AND WHEREAS on 06.11,2012 Gita Biswas, wife of Kamalesh Biswas sold the land measuring about 5.25 decimal alongwith her share in the common passage measuring about 0.062 decimal or 27.22 sq. ft. to Samar Das (the Landowner herein) by virtue of a

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Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 35, Pages 6585 to 6601, Being No. 13440 for the year 2012, which includes 3.125 decimal of land and 27.22 sq. ft. share of the common passage comprising of R.S. Dag No. 1237 & 1237/1903 which is the subject matter of this Development Agreement and the balance 2.125 decimal of land out of 5.25 decimal land comprises of R.S. Dag No. 3064 & 3065 which is not the subject matter of this Development Agreement;

AND WHEREAS on 04.12.2013 Sanghamitra Sarkar, wife of Shubochari Sarkar sold the land measuring about 5.3 decimal alongwith her share in the common passage measuring about 0.04 decimal or 16.98 sq.ft. to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 28, Pages 1697 to 1720, Being No. 12538 for the year 2013;

AND WHEREAS on 12.04.2013 the aforementioned 4(four) daughters of Nani Gopal Sardar (except Gita Biswas) jointly sold the land measuring about 6 chittacks or 0.625 decimal as their share of land in the common passage to Samar Das (the Landowner herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 10, Pages 7676 to 7696, Being No. 4530 for the year 2013;

AND WHEREAS thus by virtue of the aforementioned Deeds of Conveyance, Samar Das (the Landowner herein) became the owner of the entire land measuring about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft. in R.S Dag No. 1231, 1236, 1237 and

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1237/1903 under R.S Khatian No. 511, 1792 and 1737, all under Mouza- Barhans Fartabad and since purchasing the said land the Landowner herein has been enjoying the absolute ownership of the same without any interferences from anyone;

AND WHEREAS the Landowner being desirous of construction of new multi-storied building on the said premises have approached the Developer herein and the Developer has agreed to develop the said First Schedule premises on the following terms and conditions as stated hereinafter.

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

ARTICLE - I - DEFINITION

In this Developers Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 LANDOWNER: shall mean SRI SAMAR DAS son of Late Phanindra Nath Das, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 316, N.S Road, P.O- Narendrapur, P.S.-Sonarpur, Kolkata- 700103.
- 1.2 DEVELOPER: GANGULY HOME SEARCH PRIVATE LIMITED a

 Company incorporated under the Companies Act, 1956, and having
 its registered Office at- 167, Garia Station Road, P.O.- Garia, P.S.Sonarpur, Kolkata- 700084 and represented by its Director SRI

 AMIT GANGULY son of- Sri Ranjit Ganguly, by faith- Hindu, by
 occupation- Business, by nationality- Indian, residing at- 174,

GANGULY HOME SEARCH PRIVATE LIMITED

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- Garia Station Road (opposite Garia Baroda Prasad High School),
 P.O.- Garia, P.S.- Sonarpur, Kolkata-700084.
- 1.3 **SAID PREMISES** shall mean the land total measuring an area of about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft., morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **NEW BUILDING** shall mean the new building to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible under the Rajpur Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Rajpur Sonarpur Municipality Building Department.
- 1.5 <u>UNIT/FLATS</u> shall mean the constructed area and/or spaces in the building or buildings intends to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 THE PLAN: shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the

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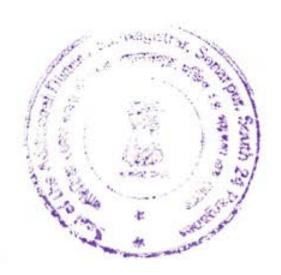
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New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.

- sq. ft. built up area in respect of Flats and 8 (eight) car-parking spaces as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowner which shall absolutely belong to the Developer and the Landowner jointly in proportion to their sharing ratios as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises and a lump sum non-refundable, non-adjustable amount of Rs. 1,00,00,000/- (Rupees One Crore) only. The afore-stated Landowner's allocations have been morefully and particularly described in the SECOND SCHEDULE hereunder written.
- 1.9 DEVELOPER'S ALLOCATION: shall mean and include the remaining Flats and car-parking spaces as per the Building sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Developers Agreement, morefully and particularly described in THIRD SCHEDULE hereunder written.

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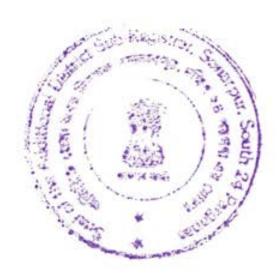
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- easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such unit or on part thereof, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written.
- 1.11 COMMON EXPENSES shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur Sonarpur Municipality Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the SIXTH SCHEDULE hereunder written.
- 1.12 TAX LIABILITIES: The Landowner shall be liable to pay the arrear dues to Rajpur Sonarpur Municipality & other statutory tax liability in respect of selling the flats and car parking spaces under Landowner-Allocation.
- 1.13 **TRANSFER**: with, its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a

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multi-storied building to purchaser thereof although the same may not amount to a transfer in law.

- 1.14 TRANSFEREE shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.
- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 Words importing masculine gender shall include feminine and neuter gender and vice versa.

ARTICLE - II - COMMENCEMENT

THIS DEVELOPMENT AGREEMENT shall be deemed to have been commenced on and with effect from the date of execution.

ARTICLE - III

LANDOWNER'S RIGHTS & REPRESENTATIONS

- 3.1 The Landowner is absolutely seized and possessed of or otherwise well and sufficiently entitled to <u>ALL THAT</u> the entirety of the said premises morefully particularly described in the <u>FIRST SCHEDULE</u> hereunder written,
- 3.2 Except the Landowner and his legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3 The Landowner is fully competent to enter into this Development Agreement.

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- 3.4 The said premises is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Thika Tenants in the said premises.
- 3.6 There is no Temple, Mosque, debottor or burial ground on the said premises.
- 3.7 There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto.

ARTICLE- IV

(DEVELOPER'S RIGHT)

- 4.1 The Landowner hereby grants subject to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Buildings on the said premises in accordance with the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 4.2 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowner and submitted by the Developer on behalf of the Landowner at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur

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Municipality and other authorities shall be borne and met by the Developer <u>PROVIDED HOWEVER</u> that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.

ARTICLE -V-TITLE DEEDS

5.1 Simultaneously with the delivery of possession of the said premises to the Developer the Landowner shall also deliver to the Developer all the Xerox copies of the documents of title in his possession relating to the said premises which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Landowner and the Landowner shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the purchaser of the several residential flats/constructed spaces forming part of the Developers Allocation and also for sanctioning plan from the Rajpur Sonarpur Municipality and for smooth running of the construction work of the proposed building.

ARTICLE -VI-CONSIDERATION

6.1 In consideration of the Landowner's allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Landowner allocation as stated earlier in Article-I, Para 1.8 of this instant Agreement and, which is morefully and particularly described in the SECOND SCHEDULE hereunder written.

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ARTICLE -VII-PROCEDURE

- 7.1 The Landowner will execute a registered General Power of
 Attorney in favour of the Developer for the purpose of
 obtaining necessary permission and/sanction from different
 authorities in connection with the development of the said
 First Schedule premises and also for pursuing up the matter
 with the Rajpur Sonarpur Municipality and other statutory
 authorities.
- 7.2 The Landowner delivers the peaceful vacant possession of the property morefully described in the First Schedule herein below to the Developer on the date of execution of this Development Agreement and the Developer confirms that the Developer has duly received the delivery of vacant possession of the property morefully described in the First Schedule herein below.

ARTICLE -VIII SPACE ALLOCATION

New building or buildings at the said premises, the Landowner and Developer will choose flats, to comprise in the Landowner allocation as stated hereinabove which shall be as per the SECOND SCHEDULE hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new Building or Buildings at the said premises at his own costs and expenses. Be it further clearly mentioned that the afore-stated choice of the Landowner's Allocation will be 50% at the choice of the Landowner and rest 50% at the choice of the Developer

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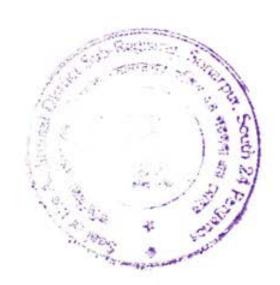
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and this choices should be in a reciprocal manner, which will be specified by the Landowner and the Developer by a Supplementary Agreement to be executed between them within 30 days from obtaining sanction plan from Rajpur Sonarpur Municipality in respect of the First Schedule premises.

- 8.2 The Developer shall on completion of the New Building or Buildings, put the Landowner in undisputed possession of the Landowner allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 72 (seventy two) months from the date of execution of this Agreement.
- 8.3 Subject as aforesaid, the common portion of the said New Building or Buildings and the open spaces including the roof shall jointly belong to the Developer and the Landowner in proportion to their sharing ratios.
- 8.4 The Landowner shall be entitled to an exclusive right to transfer or otherwise deal with their allocations in the new Building or buildings at their own choice.
- 8.5 The Developer shall, subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the New Building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowner's Allocation to the Landowner.

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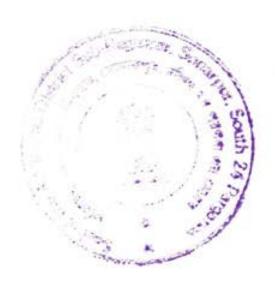
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ARTICLE- IX - BUILDING

- 9.1 The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Landowner allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.
- 9.2 The Landowner and his authorised persons shall be entitled to inspect the work of construction of their allocation during the construction of the said proposed New Building or Buildings of the said premises.
- 9.3 The quality of the materials to be used by the Developer in construction of the New Building or buildings shall be certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.
- 9.4 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the <u>FOURTH SCHEDULE</u> hereunder shall be final and binding upon the parties hereto.

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- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowner construct and complete the said New Building or Buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alteration modification or deviation shall be made in the proposed construction without the consent of the Landowner in writing.
- 9.6 All costs, charges and expenses, including Architect's fees or any damage, loss caused owing to negligence carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the Developer and the Landowner shall bear no responsibility in this context.

ARTICLE -X COMMON FACILITIES

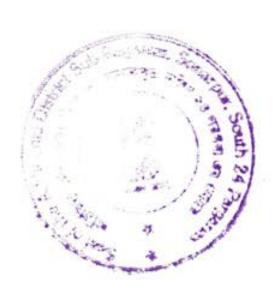
- 10.1 The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said premises till the date of delivery of possession of the Landowner Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 10.2 As soon as the new building or buildings is/are completed the

 Developer shall give notice to the Landowner requesting the

 Landowner to take possession of his Allocations in the

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building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH**SCHEDULE hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession of the said Landowner allocation, payable in respect of the said Landowner allocation by the Landowner.

10.3 As and from the date of service of notice of possession of the Landowner allocation in the New building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building or buildings @ Rs. 2.25/- per sq. ft. in respect of the Landowner allocation, the said charges to include proportionate share of premium for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings, water fire and scavenging charges and taxes, light, maintenance, operation sanitation, lift renovation replacement repair and renewal charges for bill collection and

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management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time morefully particularly described in SIXTH SCHEDULE hereunder written.

- 10.4 The Landowner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for this purpose the Landowner keeps the Developer saved, harmless and indemnified.
- 10.5 The Developer shall build new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the SEVENTH SCHEDULE hereunder written.

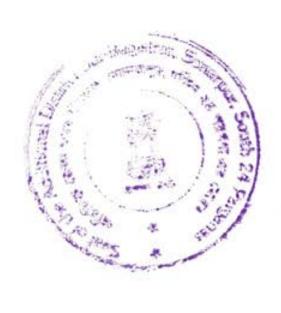
 The Developer shall upon completion of the new building or buildings put the owner in undisputed possession of the Landowner useable Allocation together with all rights in common facilities as stated herein.

ARTICLE XI - COMNMON RESTRICTIONS

11.1 The Landowner Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's

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Sonarpore, South 24 Pm.

Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.

- 11.2 The Landowner shall not use or permit to use the Landowner allocation/Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 11.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and 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.
- sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

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- 11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7 No goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor shall be entitled to remove the same at the risk and cost of the other.
- 11.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.
- 11.9 The Landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowner allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common

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Addl. Dist Sub-Repistrar Sonaspore, South 24 Par.

facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

ARTICLE XII - OBLIGATIONS OF THE LANDOWNER

- 12.1 The Landowner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner shall have the right to supervise the construction of the new building or buildings at the said premises personally.
- 12.2 The Landowner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings or at the said premises subject to the delivery of the undisputed possession of the Landowner allocation to the Landowner by the Developer's within specific period.
- 12.3 The Landowner hereby agrees and covenants with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowner allocation to the Landowner by the Developer.
- 12.4 The Landowner shall actively render at all times all cooperation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.
- 12.5 Upon the Developer's constructing and delivering possession to the Landowner of the Landowner's allocation, the

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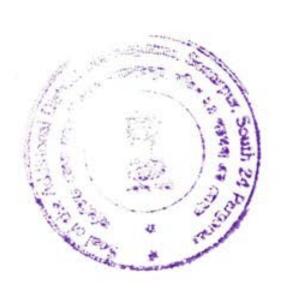
Landowner shall hold the same under the same terms and conditions and restrictions as regard to the user and maintenance of the buildings like the other flats purchasers of the buildings.

12.6 The Landowner will pay an one-time charge of Rs. 1,00,000/- (Rs. One Lac) only per flat in respect of his allocated total Flats to the Developer for installations of generators, common electric meter, transformer, individual electric meter etc. at the time of delivery of the Landowner's allocation to the Landowner by the Developer.

ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER

- 13.1 The Developer hereby agrees and covenants with the Landowner to pay a non-refundable/non-adjustable consideration amount of Rs. 1,00,00,000/- in the manner stated hereunder:-
 - (i) Rs.50,00,000/- upon signing of this Agreement;
 - (ii) Rs.50,00,000/- within 6(six) months.
- 13.2 The Developer hereby agrees and covenants with the Landowner to complete the construction delivery of the possession of the Landowner allocation to the Landowner of the new building or buildings at the said First Schedule premises in terms of the sanction plan within a period of 72 (seventy two) months from the date of execution of this Agreement. Time is the essence of this contract.
- 13.3 The Developer hereby agrees and covenants with the Landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.

GANGULY HOME SEARCH PRIVATE LIMITED



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- 13.4 The Developer hereby agrees and covenants with the Landowner not to do any act deed or thing whereby the Landowner are prevented from enjoying selling, assigning and/or disposing of any of the owner's allocation in the new building or buildings at the said premises.
- 13.5 The Developer hereby agrees and covenants with the Landowner that Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.
- 13.6 The Developer hereby agrees and covenants with the Landowner not to transfer and/or assign the benefits of this agreement or any portion thereof.
- 13.7 In case the Developer's project is delayed or otherwise fails due to breach of contract and default on the part of the Developer within the time limit herein, the Developer shall be liable to compensate the Landowner @ Rs. 1,00,000/- (Rupees One Lac) only per month or such other amount as may be mutually agreed, for the period of default beyond expiry period of this Agreement.

ARTICLE XIV - LAND OWNER'S INDEMNITY

14.1 The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.

GANGULY HOME SEARCH PRIVATE LIMITED



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14.2 The Landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said premises in respect of the Landowner allocation at the said premises, on and from the date of delivery of the possession of the Landowner allocation to the Landowner by the Developer.

ARTICLE XV-DEVELOPERS INDEMNITY

- 15.1 The Developer hereby undertakes to keep the Landowner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building or buildings at the said premises.
- 15.2 The Developer hereby undertakes to keep the Landowner indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owner share.

ARTICLE XVI-MISCELLANEOUS

16.1 It is understood that from time to time facilitate the construction of the new building or buildings at the said premises by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the

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authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been mentioned herein, and the Landowner hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner shall execute to sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owner and/or go against the spirit of this Agreement.

- 16.2 The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof. The Landowner and the co-Landowner/flat-owner hereby agree to abide by all the Rules and Regulations of such Management/Association/ Holding organization and hereby give his consent to abide by the same.
- 16.3 As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the Landowner and/or his transferees shall each be liable to pay and bear proportionate charges on account of Wealth Tax, Service Tax and other taxes payable in respect of their allocation.
- 16.4 The entire roof/terrace of the building shall belong to the Landowner and the Developer in their area sharing

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proportions. If by virtue of any change, the Rajpur Sonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses and the Landowner will get 25% of the newly constructed area for such sanction.

- 16.5 The Developer shall not part with possession of any portion of the Developer's Allocation to any of its transferees until and unless the Developer shall make over possession of the owner's Allocation and comply with all other obligations of the Developer to the Landowner.
- 16.6 The Developer herein will have the right to amalgamate the First Schedule land with adjacent land for making the project more beneficial, but the Landowner will not get any extra area advantage for such amalgamation.
- 16.7 That the new building or buildings to be constructed on the said premises shall be known by a name to be decided by the Developer.

ARTICLE XVII- FORCE MAJEURE

17.1 The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes (including by contractor /construction agencies), lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government

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Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE XVIII- JURISDICTION

18. The High Court at Calcutta and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the land total measuring about 49.875 decimal equivalent to 30 (thirty) cottahs 2 (two) chittacks 36 (thirty six) sq. ft. in R.S Dag No. 1231, 1236, 1237 and 1237/1903 under R.S Khatian No. 511, 1792 and 1737 all under Mouza-Barhans Fartabad, J.L. No. 47, Police Station & Sub-Registry Office- Sonarpur, under Ward No.- 29 of Rajpur Sonarpur Municipality in the District - 24 Parganas (South), and the entire land is butted and bounded as follows:-

ON THE NORTH : By 24 feet wide public road;

ON THE SOUTH : By R.S. Dag No. 1356;

ON THE EAST : By R.S. Dag No. 1232 & 1233;

ON THE WEST : By R.S. Dag No. 1355;

GANGULY HOME SEARCH PRIVATE LIMITED



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THE SECOND SCHEDULE ABOVE REFERRED TO (LANDOWNER ALLOCATION)

ALL THAT the area measuring 8000 sq. ft. built up area in respect of Flats and 8 (eight) car-parking spaces as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowner which shall absolutely belongs to the Developer and the Landowner jointly in proportion to their sharing ratios as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises. Moreover, the Landowner will get an amount of Rs. 1,00,00,000/- (Rupees One Crore) only from the Developer as non-refundable, non-adjustable amount. Each Flat will comprise of three bed rooms, one drawing-cum-dining room, one kitchen, two toilets and balconies. The measurement of no Flat will exceed 1200 sq. ft. built up area.

THE THIRD SCHDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

ALL THAT the remaining Flats and car-parking spaces as per the Building sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belongs to the Developer after providing for the Landowner's Allocation to the Landowner as aforesaid under this Developers Agreement.

GANGULY HOME SEARCH PRIVATE LIMITED

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Addi. Dist Sub-Registrar Sonarpore, South 24 Pm.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS OF CONSTRUCTION)

1. Foundation & Structures

a. RCC framed structure all the materials are to be best of quality and the steel should be from the Company of ISI brand.

Walls-

- Plaster of Paris in the interiors of the walls and ceilings.
- Attractive external finish with best quality cement paint like
 Weather Coat.
- Doors- Main door should be polish finish flush door.
- Aluminium sliding windows with large glass panes (French window if required).
- Door frames of Sal wood.
- c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. like Godrej/Doorset or ISI mark.

Flooring:-

Flooring - Vitrified tiles of reputed company drawing dinning tiles size should be 2' x 2' sqre.

- Kitchen- Floor should be non-slippery ceramic tiles.
- Coloured designed ceramic tiles up to height of 30 inch.
- Kitchen working table counter top with granite to be used.
- Provision for exhaust fan.

6. Bathrooms:-

Coloured/designed ceramic tiles up to lintel height.

GANGULY HOME SEARCH PRIVATE LIMITED



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- Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from reputed Co.
- d. Provision for exhaust fan.
- Lift- Lift for all co-owner and should be of reputed Company.
- Electrical:-
- a. PVC conduit pipes with copper wiring
- b. 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen, T.V. connection should be in Drawing/dining rooms.
- M.C.B. make of reputed Co. to be installed in all Flats, floors
 of Blocks.
- Intercom facilities to be installed and to be interconnected to all the flats and security office.
- 10. CCTV Surveillance security system to be installed inside all lobbies of the Building and the vacant area on the Ground Floor of the project.
- Electrical Calling Bell point at entrance of residential flats.
- Concealed Telephone point in living room.
- Common lighting, street lighting as required to be installed.
- Special Features
- Common Staff toilet in ground floor.
- Deep tube-well and overhead tank will be provided.
- Roof treatment for water proofing on the Roof.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EASEMENT)

Jamar Das

GANGULY HOME SEARCH PRIVATE LIMITED



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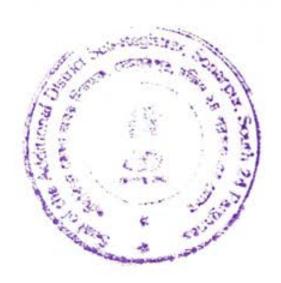
- The clear un-interrupted right of access in common with the Landowner and/or Landowner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
- 2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
- The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
- 4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

THE SIXTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

 The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms,

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the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

 Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO (COMMON AREAS AND AMENITIES, FACILITIES)

- Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
- Staircase on all the floors.
- 3. Staircase Landings and lift landings on all floors.
- Lift well
- Lift plant installation
- Lift room.
- Common passage and lobby on the ground floor excepting for parking space area if any.
- Proportionate share in the roof-right.
- Water pump water tank water pipes and other common plumbing installations.
- Electrical substation, electrical, wiring meter room generator room and fittings.
- 11. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)

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DIRECTOR



Addl. Dist Sub-Registrar Sonarpore, South 24 Pks.

 Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.

13. Pump room.

14. Boundary walls and main gates.

15. Ventilation duct.

16. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

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

SIGNED, SEALED & DELIVERED

by the Parties at Calcutta in

presence of:-

1. Sygnal Ru Slook Vill Halore Co. P.O. Halarch Mahinger-1801 - 700145

Jamar Das

SIGNATURE OF THE LAND OWNER

2. Wrong Of Schol & Hedremysper Schol & Gora- Kol-Py.

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GANGULY HOME SEARCH PRIVATE LIMITED

DIRECTOR

SIGNATURE OF THE DEVELOPER



Sonarpone - Jun 24 2.

MEMO OF RECEIPT

Received Rs. 50,00,000/- (Rupees Fifty Lakh) only from the within-named Developer as per the memo written below:-

By RTGS from IDRI, Bansdroni Branch UTR-IBKLR92014091800021923 --- Rs. 50,00,000/

WITNESSES:-

1. Styaned R. Stock.

2. Vrand dr.

Jamar Das

SIGNATURE OF THE LAND OWNER

Drafted by:-

Dilatan Bhattacharjee: Dibakar Bhattacharjee

High Court, Calcutta.



Addl. Dist Sub-Registrar Sonarpore, South 24 Pgs.

SPECIMEN FORM FOR TEN FINGER PRINTS

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Government Of West Bengal Office Of the A.D.S.R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 09742 of 2014 (Serial No. 11933 of 2014 and Query No. 1608L000020600 of 2014)

On 18/09/2014

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

Presented for registration at 18.00 hrs on :18/09/2014, at the Private residence by Samar Das .Executant.

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

Execution is admitted on 18/09/2014 by

- Samar Das, son of Lt. Phanindra Nath Das , 316, N. S. Road, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession : Business
- Amit Ganguly
 Director, Ganguly Home Search Pvt. Ltd., 167, Garia Station Road, Thana:-Sonarpur, P.O.:-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700084.
 , By Profession: Business

Identified By Bhaskar Chanda, son of Goutam Chanda, 159, Garia Station Road, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700084, By Caste: Hindu, By Profession: Service.

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 19/09/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

- Rs. 55000/- is paid , by the draft number 618670, Draft Date 18/09/2014, Bank Name State Bank Of India, BAGHJTIN BZR GNGULI BGN, received on 19/09/2014
- Rs. 20/- is paid, by the draft number 676746, Draft Date 19/09/2014, Bank Name State Bank Of India, SONARPUR, received on 19/09/2014

(Under Article : B = 54989/- ,E = 21/- ,Excess amount = 10/- on 19/09/2014)

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.-3,97,48,131/-

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 2

19/09/2014 18:04:00



Addi. Dist Sub-Registrer
Sonarpore, South 14 Pm.



Office Of the A.D.S.R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 09742 of 2014 (Serial No. 11933 of 2014 and Query No. 1608L000020600 of 2014)

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

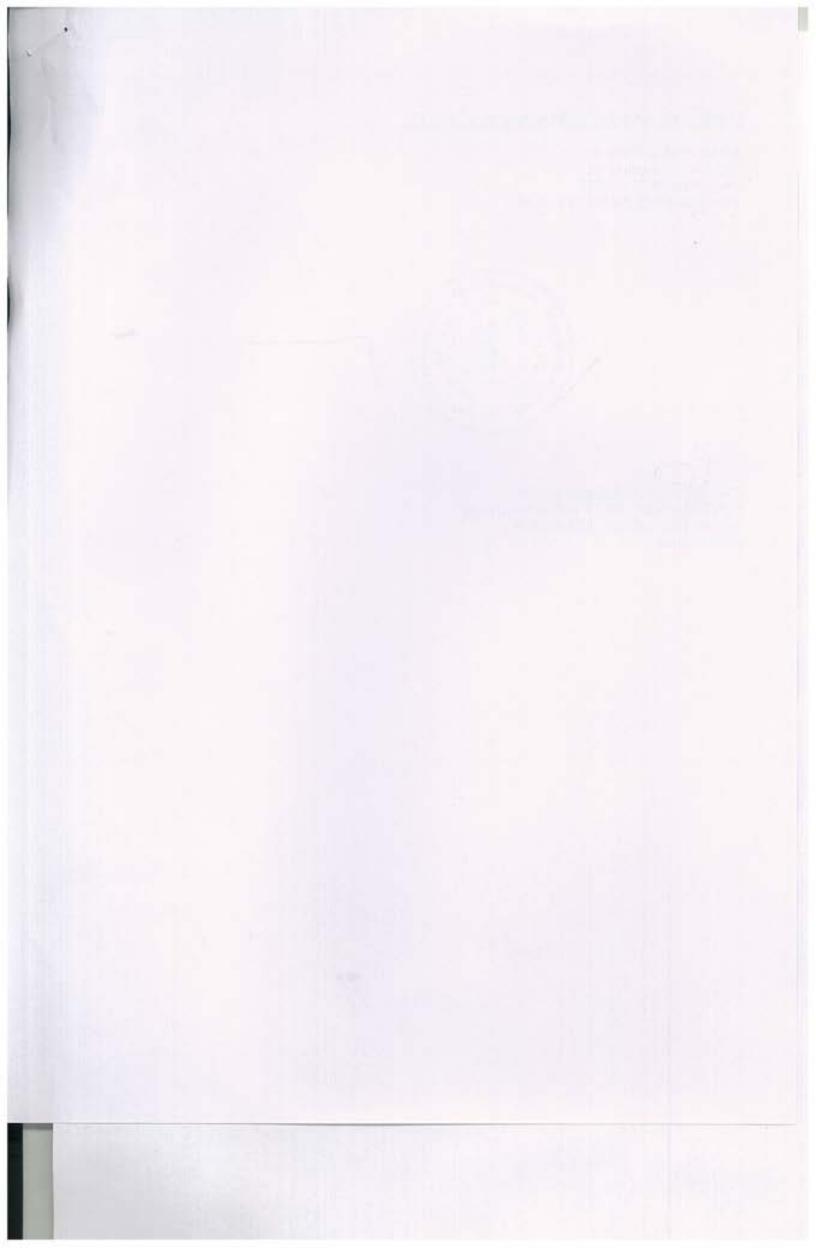
Deficit stamp duty Rs. 70050/- is paid , by the draft number 618669, Draft Date 18/09/2014, Bank : State Bank Of India, BAGHJTIN BZR GNGULI BGN, received on 19/09/2014

(Biswajit Dey) ADDITIONAL DISTRICT SUB-REGISTRAR

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 5683 to 5723 being No 09742 for the year 2014.



(Biswajit Dey) 22-September-2014 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SONARPUR West Bengal