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Certified that the document is admitted in registration. The signature sheet / sheets and the endorsement sheet / sheets attached with this document's are the part of this document.

Registrar U/S. 712,
North 24-Parganas
Barasat
(D.S.R.-I)

23 DEC 2016

JOINT VENTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made this the 23rd day of DECEMBER, 2016 (TWO THOUSAND AND SIXTEEN) of the Christian Era.

BETWEEN

(1) **SMT. GITA SARKAR**, PAN NO. ENYPS8749M, W/o. Late Prithyish Ranjan Sarkar, residing at 468, Dum Dum Park Road, P.O. Bangur Avenue, P.S. Dum Dum, Kolkata - 700 055, Dist - North 24 Parganas,

(2) **SMT. SHUBHRA SARKAR**, PAN NO. DBNPS8916N, W/o. Shri Anirban Sengupta, D/o. Late Prithyish Ranjan Sarkar, permanently residing at residing at 468, Dum Dum Park Road, P.O. Bangur Avenue P.S. Dum Dum, Kolkata - 700 055, Dist - North 24 Parganas, presently

নম্বর : ১৭৭
সন ও তারিখ : ২২/১১/১৬
জমিদার নাম : Kalpataru Construction
সিদ্ধান্ত : ৪০, Dr. M. L. Road, ১৪
মূল্য : ১৫০০ (Fifty One Thousand Only)
ক্রেতার নাম : [Signature]



ব্যাংকিং কোর্ট
জেনারেল ম্যাজিস্ট্রেটের কার্যালয়
তারিখ : ২ NOV 2016
মোট টাকার মূল্য : RS:300000
ক্রয়কারী : [Signature]
ক্রয়কারীর নাম : শ্রী সত্যজিৎ বোস



Registrar
North 24-Parganas
Barisal
(B.B.R-1)

23 DEC 2016

residing at 20031, KARN, CIR, SANATOGA, CA95070, (3) **SHRI PUSHPAK SARKAR**, S/o. Late Prithyish Ranjan Sarkar, permanently residing at residing at 468, Dum Dum Park Road, P.O. Bangur Avenue P.S. Dum Dum, Kolkata - 700 055, Dist - North 24 Parganas, presently residing at 8, ROGERS, CIR, E. BRUMSWICK, NEW JERSEY, the Land Owner No. 2 & 3 herein are hereby represented by their Constituted Attorney & self (4) **DR. SHAMPA SARKAR**, PAN NO. EDKPS4490H, D/o. Late Prithyish Ranjan Sarkar, residing at 468, Dum Dum Park Road, P.O. Bangur Avenue, P.S. Dum Dum, Kolkata - 700 055, Dist - North 24 Parganas, all are by Nationality - Indian, by Faith - Hindu, by Occupation - No. 1 - Household works, No. 2 & 3 - Service, No. 4 - Doctor, hereinafter called and referred to as the **LAND OWNERS** (which terms and/or expression shall unless excluded by or repugnant to the context or subject or deemed to mean and included their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

A N D

M/S. KALPATARU CONSTRUCTION, PAN NO. AALFK9104A, a Partnership Firm incorporated under the Indian Partnership Act, having its place of business at 80, Debinibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, represented by its Partners (1) **SHRI SUMIT GHOSH**, PAN NO.

ADXPG0073B, Son of Late Tarak Nath Ghosh, residing at No. 80, Debinibas Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, **(2) SHRI PRASANTA DATTA**, PAN NO. AFMPD0005P, Son of Late Premchandra Dutta, residing at No. 441/1 North Nilachal, Friends Park, P.S. Airport, P.O. Birati, Kolkata - 700 051, Dist - North 24 Parganas, **(3) SHRI TUSHAR KUMAR SIL**, PAN NO. ALPPS7886J, Son of Late Dilip Kumar Sil, residing at 15A, Sarkar Lane, P.O. Barabazar, P.S. Girish Park, Kolkata - 700 007, **(4) SHRI SHIBASISH CHANDRA**, PAN NO. ANEPC4467C, Son of Shri Debprasad Chandra, residing at 62/5, Anjan Garh, P.O. Birati, P.S. Airport, Kolkata - 700 051, Dist - North 24 Parganas, all are by Nationality - Indian, by Faith - Hindu, by Occupation - Business, hereinafter called and referred to as the **DEVELOPERS** (which terms and/or expression shall unless excluded by or repugnant to the context or subject or deemed to mean, and included their heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

LAND OWNER and the DEVELOPER collectively Parties and individual party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

- 1. Subject : Matter of Development.**
- 2. Development Project & Appurtenances :**

PROJECT PROPERTY :

ALL THAT a piece and parcel of Revenue paying Danga land admeasuring an area of 05 (Five) Cottahs 08 (Eight) Chittacks be the same a little more or less together with structures in Scheme Plot No. 468, lying and situated at Mouza - Shyamnagar, J.L. No. 17, comprised in C.S. Dag No. 2399, R.S. Dag No. 1063, R.S. Khatian No. 420, within the local limits of South Dum Dum Municipality Holding No. 746, Dum Dum Park, in Ward No. 28, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, more fully described in the **FIRST SCHEDULE** hereinafter written.

3. Background, Representations, Warranties and Covenants :

REPRESENTATIONS AND WARRANTIES REGARDING TITLE : The Landowners has made the following representations and given the following warranties to the Developer regarding title.

- a) Whereas one "The Krishnapur Refugee Co-operative Colony Limited" was the absolute Owner of the landed property under Mouza - Krishnapur at present under Mouza - Shyamnagar, by dint of a Registered Deed of Transfer being No. 9811 dated 28/11/1975 which was registered at S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 175, Pages from 193 to 200 for the year 1975, which was obtained from Govt. of West Bengal.

- b) And Whereas said "The Krishnapur Refugee Co-operative Colony Limited" sold and transferred the aforesaid landed property measuring 05 Cottahs 08 Chittacks in Scheme Plan Plot No. 468 to one of its Member, who is coming from East Pakistan now Bangladesh as Refugee namely Prithyish Ranjan Sarkar by virtue of a Registered Deed of Sale being No. 7962 for the year 1983 which was registered at S.R.O. Cossipore Dum Dum, and recorded in Book No. I, Volume No. 206, Pages from 150 to 152 for the year 1983.
- c) And Whereas said Shri Prithyish Ranjan Sarkar after purchasing the aforesaid landed property by virtue of aforesaid Registered Deed of Sale being No. 7962 for the year 1983 became the absolute Owner of the said land and while he seized and possessed the said landed property, died intestate leaving behind his wife Smt. Gita Sarkar, the Land Owner No. 1 herein, two daughters namely Shampa Sarkar, the Land Owner No. 4 herein and Smt. Shubhra Sarkar, the Land Owner No. 2 herein and one Son Shri Pushpak Sarkar, the Land Owner No. 3 herein as his only legal heirs and successors to inherit his aforesaid landed property.
- d) And Whereas after demise of said Prithyish Ranjan Sarkar, his aforesaid legal heirs and successors i.e. his wife, daughters and

son namely Smt. Gita Sarkar, Dr. Shampa Sarkar, Smt. Shubhira Sarkar and Shri Pushpak Sarkar the Land Owners herein become the absolute Owners of the aforesaid landed property measuring 05 Cottahs 08 Chittacks be the same a little more or less in Scheme Plan Plot No. "468" under Mouza - Shyamnagar, J.L. No. 17, comprised in C.S. Dag No. 2399, R.S. Dag No. 1063, R.S. Khatian No. 420, within the local limits of South Dum Dum Municipality Holding No. 746, Dum Dum Park, in Ward No. 28, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** herein below by way of inheritance as per Hindu Succession Act left by said Prithyish Ranjan Sarkar and the Land Owners herein after obtaining the aforesaid landed property mutated and recorded their names before the local South Dum Dum Municipality, and paying respective rents and taxes on regular basis and seized and possessed the same free from all encumbrances.

4. **Absolute Sole Ownership of SMT. GITA SARKAR, DR. SHAMPA SARKAR, SMT. SHUBHRA SARKAR AND SHRI PUSHPAK SARKAR** : Thus on the basis of aforesaid manner by way of inheritance as per Hindu Succession Act, said **SMT. GITA SARKAR, DR. SHAMPA SARKAR, SMT. SHUBHRA SARKAR AND SHRI**

PUSHPAK SARKAR, Present Owners herein became the absolute Sole Owners of the aforesaid landed property measuring 05 Cottahs 08 Chittacks be the same a little more or less in Scheme Plan Plot No. "468" under Mouza - Shyamnagar, J.L. No. 17, comprised in C.S. Dag-No. 2399, R.S. Dag No. 1063, R.S. Khatian No. 420, within the local limits of South Dum Dum Municipality Holding No. 746, Dum Dum Park, in Ward No. 28, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, more fully described in the **FIRST SCHEDULE** hereinafter written.

5. **Record by SMT. GITA SARKAR, DR. SHAMPA SARKAR, SMT.**

SHUBHRA SARKAR AND SHRI PUSHPAK SARKAR : In the record of the concerned South Dum Dum Municipality having Holding No. 746, Dum Dum Park, in Ward No. 28, Kolkata - 700 055.

6. **Desire of Development of the Land & Acceptance** : The said **SMT. GITA SARKAR, DR. SHAMPA SARKAR, SMT. SHUBHRA SARKAR AND SHRI PUSHPAK SARKAR**, Landowners herein express their desire to develop their aforesaid plot of land measuring **05 Cottahs 08 Chittacks** be the same a little more or less by constructing a multi storied building thereon, and the present Developer herein accepted the said proposal and the present owners have decided to enter into the present Development Agreement with the Developer herein for the

land mentioned above and explicitly in the **FIRST SCHEDULE** hereunder written.

7. Registered Power of Attorney : For the smooth running of the said project, the said Landowners agreed to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated present Developer herein as their Constituted Attorneys, to act on behalf of the Landowners,

8. DEFINITION :

I) **LAND OWNERS** : shall mean **SMT. GITA SARKAR**, W/o. Late Prithyish Ranjan Sarkar, **DR. SHAMPA SARKAR**, D/o. Late Prithyish Ranjan Sarkar, **SMT. SHUBHRA SARKAR**, W/o. Shri Anirban Sengupta, D/o. Late Prithyish Ranjan Sarkar, **AND SHRI PUSHPAK SARKAR**, S/o. Late Prithyish Ranjan Sarkar and their legal heirs, executors, administrators and assigns and legal representatives.

II). **DEVELOPER** : shall Mean **M/S. KALPATARU CONSTRUCTION**, a Partnership Firm incorporated under the Indian Partnership Act, having its place of business at 80, Debinibash Road, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, represented by its Partners **(1) SHRI SUMIT GHOSH**, PAN NO. ADXPG0073B, Son of Late Tarak Nath Ghosh, **(2) SHRI**

PRASANTA DATTA, PAN NO. AFMPD0005P, Son of Late Premchandra Dutta, **[3] SHRI TUSHAR KUMAR SIL**, PAN NO. ALPPS7886J, Son of Late Dilip Kumar Sil, **[4] SHRI SHIBASISH CHANDRA**, PAN NO. ANEPC4467C, Son of Shri Debprasad Chandra, and its legal representatives, executors, Officer-administrators, office-successors-in-interest and assigns.

- III) **PREMISES** : shall mean the official identity of the collective front or the said land with one or more building collectively.
- IV) **BUILDING** : shall mean multi storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the sanctioned Plan or Revise Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality and the said land described in the first schedule hereunder only and/or the said amalgamated land as stated herein above.
- V) **COMMON FACILITIES & AMENITIES** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift, and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- VI) **SALEABLE SPACE** : Shall mean the space within the building, which is to be available as an unit / flat for independent use and

occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.

VII) LANDOWNERS' ALLOCATION : Shall mean the consideration in the form and nature of Landowners' Allocation against the project by the Landowners more fully described in **SECOND SCHEDULE** hereunder written Together With proportionate share in the land and the proposed building and together with proportionate undivided share in common facilities and amenities.

VIII) DEVELOPER'S ALLOCATION : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate undivided share of common facilities, common parts and common amenities of the building, which is morefully described in **THIRD SCHEDULE** written herein below.

IX) ARCHITECT / ENGINEER : Shall mean such person or persons being appointed by the Developer.

X) TRANSFER : With its grammatical variations shall include possession under an Agreement or Part performance of a Contract and by any other means and also as defined u/s 2(47)(f) to (vi), 269VA(a), f(i)&(ii) of the Income-tax Act, 1961

although the same may not amount to a transfer within the meaning of Transfer of Property Act, 1882.

- XI) TRANSFeree** : shall mean a person, Firm, Limited Company, Association of persons or body of individuals to whom any space in the Building has been transferred. (n) Words importing singular shall include plural and vice versa.
- XII) BUILDING PLAN** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the South Dum Dum Municipality in the name of the Landowners for construction of the building, including its modification and amenities and alterations.
- XIII) BUILT UP AREA (FOR ANY INDIVIDUAL UNIT)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- XIV) SUPER BUILT UP AREA (FOR ANY INDIVIDUAL UNIT)** : Here super built up area means the total covered area plus service area.
- XV) ADVOCATE** : Shall mean Shri Sourish Kumar Biswas, practicing Advocate at Judges' Court, Barasat, North 24 Parganas having

his Chamber at Udayan Apartment, Flat No. 3C, Block - II
246/12, R.B.C. Road, Kolkata - 700 028.

9. LANDOWNERS' RIGHT & REPRESENTATION :

- i. **Indemnification regarding Possession & Delivery :** The Landowners are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- ii. **Free From Encumbrance :** The Landowners also indemnifies that the project property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

10. DEVELOPER'S RIGHTS :

- i. **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- ii. **Right of Construction :** The Landowners hereby in full permission an exclusive rights to the Developer to build new building upon the project property.

- iii. **Construction Cost :** The Developer shall carry total construction work and Completion Certificate of the present building at their own costs and expenses. No liability on account of construction cost and completion certificate will be charged from Landowners' Allocation.
- iv. The Developer shall be entitled to the entirety of the debris of the existing structures at the said premises exclusively and shall at his own cost and expenses have the existing structure/s demolished and shall use and/or sale the same as per their own requirements.
- v. **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- vi. **Booking & Agreement for Sale :** Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending Purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holders. All the Sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.

- vii. **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- viii. **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- ix. **Possession to the Landowners** : On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- x. **Possession to the intending purchaser** : On completion of the project, the Developer will hand over possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowners.
- xi. **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowners.

11. CONSIDERATION :

i. **Permission against Consideration :** The Landowners shall be granted permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation described in the **SECOND SCHEDULE** hereunder written to the Developer.

12. DEALING OF SPACE IN THE BUILDING :

i. **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

ii. **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. POWER AND PROCEDURE :

We, **SMT. GITA SARKAR**, W/o. Late Prithyish Ranjan Sarkar,
DR. SHAMPA SARKAR, D/o. Late Prithyish Ranjan Sarkar.
SMT. SHUBHRA SARKAR, W/o. Shri Anirban Sengupta, D/o.

Late Prithyish Ranjan Sarkar, **AND SHRI PUSHPAK SARKAR**,
 S/o. Late Prithyish Ranjan Sarkar, Landowners / Executants /
 Principals herein, are executing this present Registered Power of
 Attorney irrevocable (upto the period of completion of the project in
 writing and upto the completion of sales of the Developer's
 allocation) in favour of the Developer / Promoter including power of
 preparing and executing and signing and also presenting for
 registration of Deed of Conveyance for Developer's Allocation, and
 for this purpose, we are hereby appointing, nominating and
 constituting **(1) SHRI SUMIT GHOSH**, Son of Late Tarak Nath
 Ghosh, residing at No. 80, Debinibas Road, P.S. Dum Dum,
 Kolkata - 700 074, Dist. - North 24 Parganas, **(2) SHRI**
PRASANTA DATTA, Son of Late Premchandra Dutta, residing at
 No. 441/2, North Nilachal, Friends Park, P.S. Airport, P.O.
 Nilachal, Kolkata - 700 134, Dist - North 24 Parganas, **(3) SHRI**
TUSHAR KUMAR SIL, Son of Late Dilip Kumar Sil, residing at
 15A, Sarkar Lane, P.S. Girish Park, Kolkata - 700 007, **(4)**
SHRI SHIBASISH CHANDRA, Son of Shri Debprasad Chandra,
 residing at 62/5, Anjan Garh, P.O. Birati, P.S. Airport, Kolkata -
 700 051, Dist - North 24 Parganas, all are by Nationality - Indian,
 by Faith - Hindu, by Occupation - Business, all the Partners of
KALPATARU CONSTRUCTION, a Partnership Firm incorporated
 under the Partnership Act, having its Office at No. 80, Debinibas

Road, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, the Developer herein as our constituted Attorneys, to do, act and represent ourselves in our names and on our behalf, as follows :

- a) To appear and represent before the authorities of South Dum Dum Municipality, W.B.S.E.D.C.L. / C.E.S.C. Ltd., B.L. & L.R.O., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Kolkata, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new buildings and do all the needful as per the conditions mentioned in this Registered Agreement for Development for allotment/registration and sale of flats, garage spaces of Developer's Allocation.
- b) To apply, sign, obtain building plan, electricity, Gas, Water, Sewerage, orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects

and other Agents and Sub-Contractor for the aforesaid purpose as the said Attorney may think fit and proper.

- c) To manage and maintain the said premises including the building/s to be constructed thereon.
- d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of the said premises before South Dum Dum Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- e) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names.
- f) To enter into any Agreement for Sale, Memorandum of Understanding, Deed of Conveyance and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the said new building/s in favour of the intending purchaser/s in terms of the Registered Agreement for Development. To take finance/loan in his name or in the name of intending purchaser/s from any financial concern

by depositing and mortgaging flat/ flats/garages from Developer's Allocation and to sign in the papers and documents for the said purpose on our behalf. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flats/s, units and / or car parking spaces in the said new building/s in favour of the intending purchaser/s relating to Developer's Allocation as per Registered Agreement for Development.

g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as their lawful representatives.

h) To do all the needful according to the condition mentioned in the Registered Agreement for Development regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

- i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in the aforesaid Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
- k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokatnamna, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- l) That our Attorneys will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance

in favour of any intending purchasers according to the condition mentioned in the aforesaid Registered Agreement for Development on behalf of us.

m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the said Registered Development Agreement.

n) The Attorneys will do the aforesaid acts, deeds and things regarding development of the aforesaid land mentioned in the schedule of the said Registered Agreement for Development.

14. NEW BUILDING :

i. **Completion of Project;** The Developer shall at their own costs construct and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

ii. **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, lift, permanent electric connection from the WBSEDCL / CESC Ltd. and until permanent electric

connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats thereon on ownership basis and as mutually agreed upon.

iii. Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear the responsibility in this context.

iv. Municipal Tax & Other Taxes of the Property : The Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay / will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

v. From the date of completion and allocation of the floor area between the Landowners and the Developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and / or their nominees and the Landowners and / or their nominee / nominees respectively

vi. Upkeep Repair & Maintenance : Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :

- i) **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.
- ii) **Payment of Municipal Taxes :** Within 15 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation.
- iii) **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners

shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the maintenance charges for the common facilities in the new building-payable in respect of the Landowners' Allocation.

16. COMMON RESTRICTION :

i) Restriction of Landowner and Developer in common : The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

a) Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

b) Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

c) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed as to terms and

conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

d) Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies 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, byelaws and regulation.

e) The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

f) No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of

common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

g) Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

h) The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down, maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNER'S OBLIGATION :

No Interference :

The Landowners hereby agrees and covenants with the Developer

Not to cause any illegal, immoral, unjust, interference or hindrance in the construction of the building by the Developer.

Not to do any act, deed or thing, whereby the Developer may be preventive for selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

Not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

That if any disputes will arise regarding the title of the aforesaid landed property, then the Land Owners shall pay the demurrages to the Developer forthwith and this Agreement for Developer shall be treated as cancelled.

18. DEVELOPER'S OBLIGATION :

i) Time Schedule of completion of project : The Developer hereby agree and covenant with the Landowners to complete the entire project (G+4) within **36 (Thirty six) months** from the date of sanction of building plan and if sanction will be obtained for extra floor i.e. FIFTH FLOOR (sanction of which generally accorded after completion of G+4) additional reasonable times beyond the stipulated period of 36 Months should be allowed.

ii) Shifting Charges : That for the period from the day when the owners will vacate the premises till handing over the finished flat to the owners, the Developer shall provide accommodation

to the Land Owner No. 1 herein for her inhabitation and the Developer shall bear the said shifting charges.

iii) **Penalty :** If the Landowners' Allocation Will not be delivered within the stated period, the Developer shall be liable to pay Rs. 5,000/- (Rupees Five thousand) only per month except the unavoidable circumstances to the Landowner as demurrage.

iv) **No Violation :** The Developer hereby agree and covenant with the Landowners :

Not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

19. LANDOWNERS' INDEMNITY :

Indemnity : The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

20. DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowners :
 Indemnified against third party claiming and actions arising out of
 any sort of act of occupation commission of the Developer in
 relation to the construction of the said building against all actions
 suits, costs, proceedings and claims that may arise out of the
 Developer's actions with regard to the development of the said
 premises and / or for any defect therein.

21. MISCELLANEOUS :

i. **Contract Not Partnership :** The Landowners and the Developer
 have entered into this agreement purely as a contract and
 nothing contained herein shall be deemed to constitute as a
 partnership between the Landowners and the Developer in any
 manner nor shall the Parties hereto be constituted as
 association of persons.

ii. **Not specified Premises :** It is understood that from time to
 time facilitate the construction of the building by the Developer
 various deeds, matters and things not hereby specified may be
 required to be done by the Developer and for which the
 Developer may need the authority of the Landowners and
 various applications and other documents may be required to
 be signed or made by the Landowners related to which specific

provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and any authorization as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.

iii. Not Responsible : The Landowners shall not be liable or 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 Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

iv. Process of Issuing Notice : Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the

Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with the acknowledgment to the registered office of the Developer.

v. Formation of Association : After the completion of the building and receiving peaceful possession of the allocation, the Landowners hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge or such management of the affairs of the building and or common parts thereof and hereby given the consent to abide by such rules and regulations.

vi. Right to borrow fund : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the Developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

vii. **Documentation** : The Landowners delivered all the original title deeds and documents relating to the said premises to the Developer at the time of execution of the Development Agreement.

22. FORCE MAJEURE :

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

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. 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 and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time.

In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of two arbitrators, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners in their separate choice.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute 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.

24. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE SCHEDULE ABOVE REFERRED TO

(THE LAND / SAID PREMISES)

ALL THAT a piece and parcel of Revenue paying Danga land admeasuring an area of **05 (Five) Cottahs 08 (Eight) Chittaks** to the same a little more or less together with structures in Scheme Plot No 468, lying and situated at Mouza - Shyamnagar, J.L. No. 17, comprised

in C.S. Dag No. 2399, R.S. Dag No. 1063, R.S. Khatian No. 420, within the local limits of South Dum Dum Municipality Holding No. 746, Dum Dum Park, in Ward No. 28, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, which is butted and bounded by as follows :-

ON THE NORTH :- By Dum Dum Park Road
(Shyamnagar Udbastu Colony);

ON THE SOUTH :- By Plot no. 467;

ON THE EAST :- By Dum Dum Park Road
(Shyamnagar Udbastu Colony);

ON THE WEST :- By Drain and Plot No. 533.

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the **FIRST SCHEDULE** herein above by raising the construction of a multi storied building and over and above from the said Multi-Storied building, the Land Owners will be entitled to get **50% of the constructed area as per building sanctioned plan** as their Land Owners' allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will get 50% of the new proposed Multi-Storied building as per sanctioned plan and the Flats will be allotted as follows :-

i) **The Land Owners** will be entitled to get 50% on the GROUND FLOOR from SOUTH-WEST SIDE of the building and 100% of entire SECOND FLOOR and THIRD FLOOR of the Constructed Area as per building sanctioned plan from the said proposed Multi-Storied building. If the Developer will construct the Fifth Floor, then the Land Owners will be entitled to get 1200 Sq ft from the said additional constructed area on FIFTH FLOOR at SOUTH-WEST SIDE of the building.

ii) Later on, after preparation of the Floor Plan, the flats will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with Supplementary Development Agreement denoting the flats within the purview of the Landowner's Allocation.

2. The existing building will be demolished by the Developer and sale proceeds of its residuals will be taken by the Developer.

3. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building/s, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.

4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire buildings (excluding Landowners' Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landowners' Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers transferees, by and mode of Transfer of Property Act or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[GENERAL SPECIFICATION]

- 1) **FOUNDATION** : R.C.C. isolated and combined footings with tie Beam (1:2:4).
- 2) **STRUCTURE** : R.C.C. framed structure as per approved design with relevant I.S. Standards Steel and Cement.

3) **WALLS :** 200 MM, 125 MM, 1ST Class Brick work with Cement Mortar of 1:6 ratio.

4) **DOORS & WINDOWS :** All main door frames should be SAL Wood and the shutters made of SHEGUN, polished and fitted with GARDER lock. Main entrance to be protected with Collapsible gate and all other doors should be water proof FLASH Doors laminated one side and coloured the other side. All Windows will be of sliding Aluminium panel fitted with Glass Grills will be fitted for protection. Bathroom / Toilets will have PVC Doors.

5) **FINISHES :** Internal and External walls & Ceilings will be finished with Cement Plaster with cement mortar of 1:4 ratio.

Toilet Walls : Glazed Ceramic Tiles upto 1.8 Mtr. from floor.

Kitchen Walls : Glazed Ceramic Tiles above table Top upto a height of 0.45 Mtr..

6) **FLOORING :**

All Bedrooms, Dining, Drawing, Toilets and Kitchen Floors would be Marble furnished and walls of the Toilets would have 6' ft. high Glazed Tiles.

7) **SANITARY AND PLUMBING :**

Common Toilet would be of matching size shower, two bib-cock and would be fitted with one Indian Type Pan (White standard quality) with low P.V.C. Cistern (White). All inside plumbing line are ()

Non-Tata, Outside P.V.C. (Jaiswal / Oriplast) and W.C. with one Indian Type white commode of Low P.V.C. (white) cistern two bib-cocks, one standard size white basin in dining / bathroom as desired by the Owners, two bib-cocks in the kitchen.

8) **KITCHEN :**

One Granite Top Cooking Platform with cylinder space on bottom, one steel sink 2'-0" skirting made of white glazed tiles on the back of the cooking platform to protect the oil spots.

9) **ELECTRICALS :** Conductor : Multicore copper conductor of ISI Mark. Switches - ISI mark range. Cable T.V. outlet (without cable).

10) **ELECTRICAL WORKS :**

1. Full concealed wiring with copper conduit.
2. In Bed Room : Three light points, only one 5 amp. plug point, one fan point and one A.C. Point.
3. Drawing /Dining Room : Two light points, One Fan point, one 5 amp plug one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one exhaust fan point and one Hot water and Cold Water point in the Common Toilet.

6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

11) PAINTING :

Plaster of Paris, Putty, Colour Wash in outside wall and weather coat / weather max in all common areas of the building.

12) WATER SUPPLY :

Overhead water tank attached with connection of Deep Tube Well (P.V.C.), if permissible by the authority, with submersible pump (2 H.P.) and underground reservoir will also be provided and if Deeptube-well will not be permitted by the concerned authority then in such case Municipal Water Supply connection will be provided.

13) VERANDAH GRILLS :

M.S. Railing upto 1'-6" will be provided on 1'-6" brick work in each Verandah.

14) LIFT : Lift of a Standard Company will be provided.

15) NOTE : For all extra item of works other than stated above will be charged extra and in such case 50% of the charges will have to be paid in advance.

IN WITNESS WHEREOF the PARTIES above named heretinto have set and subscribed their respective hands, seal and signatures on the day month and year as first mentioned hereinabove in the presence of the following witnesses :-

Witnesses :-

- 1) *Jayan Babu*
adancha pally, P.O. fromanga
rajan, P.S. Barasat, Kol-124
- 2) *Sanjit Kumar Ghosh*
S/o - A.L. Ghosh
OJ - Barasat
Court - Kol - 124.

Gita Sarkar

SIGNATURE OF THE LAND OWNER
NO. 1

Shampa Sarkar

SIGNATURE OF LAND OWNER No. 4
FOR SELF AND AS CONSTITUTED
ATTORNEY OF
LAND OWNER NO. 2 & 3.

M/S. KALPATARI CONSTRUCTION
Sumit Ghosh
Prasanta Datta
Partner

Drafted and prepared by :-

Sourish Kumar Biswas
Enrollment No. 405/2006
(Sourish Kumar Biswas)

Advocate,
Judges' Court, Barasat,
Dist - North 24 Parganas,
Kolkata - 700 124

Computer type by :-

Rana Dey
(Rana Dey, Barasat)

Mob: 8697270067

M/S. KALPATARI CONSTRUCTION
Tushar Kumar
Partner

M/S. KALPATARI CONSTRUCTION
Shibansh Chandra
Partner

SIGNATURE OF THE DEVELOPER

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

GRN: 19-201617-003684215-1

Payment Mode Online Payment

GRN Date: 22/12/2016 14:08:36

Bank : UCO Bank

BRN : 8477192

BRN Date: 22/12/2016 14:07:15

DEPOSITOR'S DETAILS

Id No. : 15011000430722/5/2016

(Query No / Query Year)

Name : S K Biswas

Contact No. :

Mobile No. : +91 9433270810

E-mail :

Address : Barasat Judges Court

Applicant Name : Mr S K Biswas

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development, Agreement or Construction agreement.
 Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	15011000430722/5/2016	Property Registration- Registration Fees	0030-03-104-001-16	11
2	15011000430722/5/2016	Property Registration- Stamp duty	0030-02-103-003-02	5000
Total				5011

In Words : Rupees Five Thousand Eleven only

E-payment Received

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name Gita Sankar

Status - Presentant/Executant/Claimant/Attorney/Prncipal/Guardian/Testator (✓)



L.H.

LITTLE

RING

MIDDLE

FORE

THUMB

THUMB

FORE

MIDDLE

RING

LITTLE

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Gita Sankar

Signature of the Presentant / Executant / Claimant/Attorney/Prncipal/Guardian/Testator. (✓)

(2) Name Shampa Sankar

Status - Presentant/Executant/Claimant/Attorney/Prncipal/Guardian/Testator (✓)



L.H.

LITTLE

RING

MIDDLE

FORE

THUMB

THUMB

FORE

MIDDLE

RING

LITTLE

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Shampa Sankar

Signature of the Presentant / Executant / Claimant/Attorney/Prncipal/Guardian/Testator. (✓)

(3) Name Sumit Ghosh

Status - Presentant/Executant/Claimant/Attorney/Prncipal/Guardian/Testator (✓)



L.H.

LITTLE

RING

MIDDLE

FORE

THUMB

THUMB

FORE

MIDDLE

RING

LITTLE

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Sumit Ghosh












Signature of the Presentant / Executant / Claimant/Attorney/Prncipal/Guardian/Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name Prasanta Datta

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

 Prasanta Datta	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	THUMB	FORE	MIDDLE	RING	LITTLE	
	R.H.					












All the above fingerprints are of the abovenamed person and attested by the said person

Prasanta Datta

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(2) Name Tushar Kumar Sin

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

 Tushar Kumar Sin	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	THUMB	FORE	MIDDLE	RING	LITTLE	
	R.H.					












All the above fingerprints are of the abovenamed person and attested by the said person

Tushar Kumar Sin

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(3) Name Shibasish Chandra

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

 Shibasish Chandra	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	THUMB	FORE	MIDDLE	RING	LITTLE	
	R.H.					

All the above fingerprints are of the abovenamed person and attested by the said person

Shibasish Chandra

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

Major Information of the Deed



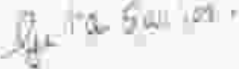
Deed No :	I-1501-08508/2016	Date of Registration:	23/12/2016
Query No / Year	1501-1000430722/2016	Office where deed is registered	
Query Date	21/12/2016 4:58:00 PM	D.S.R - I NORTH 24-PARGANAS, District North 24-Parganas	
Applicant Name, Address & Other Details	S K Biswas Barasat Judges Court, Thana Barasat, District North 24-Parganas, West Bengal Mobile No 9433270810, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
	Rs 75.07.502/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 10,000/- (Article 48(g))	Rs 1/- (Article E, M(B))		
Remarks	Received Rs 50/- (FIFTY only) from the applicant for issuing the assessment slip (Urban area)		

Land Details :

District North 24-Parganas, P.S.- Dum Dum, Municipality SOUTH DUM DUM, Road Shyamnagar Udbashi Colony
Mouza Shyamnagar

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
LT	RS-1083	RS-420	Bastu	Danga	5 Katha 8 Chatak		75.07.502/-	Width of Approach Road 10 Ft Augment to Main Road
Grand Total :					9.075Dec	0/-	75.07.502/-	

Land Lord Details :




Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Smt Gita Sarkar Wife of Late Prithyish Ranjan Sarkar Executed by: Self, Date of Execution: 23/12/2016 Admitted by: Self, Date of Admission: 23/12/2016, Place Office			
	468 Dum Dum Park Rd, P.O:- Bangur Avenue, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. ENYPS8749M, Status :Individual			

2	Name	Photo	Fingerprint	Signature
	Dr Shampa Sarkar Daughter of Late Prithyish Ranjan Sarkar Executed by: Self, Date of Execution: 23/12/2016 , Admitted by: Self, Date of Admission: 23/12/2016, Place of Admission: Office	 <small>23/12/2016</small>	 <small>23/12/2016</small>	 <small>23/12/2016</small>
468 Dum Dum Park Rd, P.O:- Bangur Avenue, P.S:- Dum Dum, District:-North 24 Parganas, West Bengal, India, PIN - 700055. Sex: Female, By Caste: Hindu, Occupation: Professionals, India, PAN No. EDKPS4490H, Status: Individual.				
3	Smt Shubhra Sarkar Wife of Mr. Anirban Sengupta 468 Dum Dum Park Rd, P.O - Bangur Avenue, P.S. - Dum Dum, District:-North 24 Parganas, West Bengal, India, PIN- 700055. Sex: Female, By Caste: Hindu, Occupation: Professionals, India, PAN No. DBNPS8016N, Status: Individual, Executed by: Attorney.			
4	Mr Pushpak Sarkar Son of Late Prithyish Ranjan Sarkar 468 Dum Dum Park Rd, P.O.- Bangur Avenue, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN -700055 Sex Male, By Caste: Hindu, Occupation: Professionals, India, Form: 6018T supplied, Status: Individual, Executed by: Attorney			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/s Kalpataru Construction 80 Debimbash Road, P.O - Motiheel, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 PAN No. AALFK9104A, Status: Organization

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Dr Shampa Sarkar Daughter of Late Prithyish Ranjan Sarkar Date of Execution - 23/12/2016, Admitted by: Self, Date of Admission: 23/12/2016, Place of Admission of Execution: Office	 <small>23/12/2016</small>	 <small>23/12/2016</small>	 <small>23/12/2016</small>
468 Dum Dum Park Rd, P.O:- Bangur Avenue, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Female, By Caste: Hindu, Occupation: Professionals, India, Status: Attorney, Attorney of: Smt Shubhra Sarkar, Mr Pushpak Sarkar				

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Sumit Ghosh Son of Late Tarak Nath Ghosh Date of Execution - 23/12/2016, Admitted by Self, Date of Admission: 23/12/2016, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>23/12/2016</td> <td>LT</td> <td>23/12/2016</td> <td>23/12/2016</td> </tr> </tbody> </table> <p>80 Debnibas Road, P.O - Motijheel, P.S - Dujm Dujm District -North 24-Parganas, West Bengal, India PIN - 700074 Sex Male, By Caste Hindu, Occupation: Business, Citizen of India, PAN No ADXPG00736 Status: Representative Representative of : M/s Kalpataru Construction (as partner)</p>	Name	Photo	Finger Print	Signature	Mr Sumit Ghosh Son of Late Tarak Nath Ghosh Date of Execution - 23/12/2016, Admitted by Self, Date of Admission: 23/12/2016, Place of Admission of Execution: Office				23/12/2016	LT	23/12/2016	23/12/2016
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Mr Prasanta Datta Son of Late Prem Chandra Datta Date of Execution - 23/12/2016, Admitted by: Self, Date of Admission: 23/12/2016, Place of Admission of Execution: Office													
23/12/2016	LT	23/12/2016	23/12/2016										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Tushar Kumar Sil Son of Late Dilip Kumar Sil Date of Execution - 23/12/2016, Admitted by: Self, Date of Admission: 23/12/2016, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>23/12/2016</td> <td>LT</td> <td>23/12/2016</td> <td>23/12/2016</td> </tr> </tbody> </table> <p>15 A Sarkar Lane, P.O - Bara Bazar, P.S.- Gish Park, District -Kolkata, West Bengal India PIN 700007, Sex: Male, By Caste: Hindu, Occupation Business, Citizen of India, PAN No ALPAA/8164 Status: Representative, Representative of : M/s Kalpataru Construction (as partner)</p>	Name	Photo	Finger Print	Signature	Mr Tushar Kumar Sil Son of Late Dilip Kumar Sil Date of Execution - 23/12/2016, Admitted by: Self, Date of Admission: 23/12/2016, Place of Admission of Execution: Office				23/12/2016	LT	23/12/2016	23/12/2016
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23/12/2016	LT	23/12/2016	23/12/2016										

Identifier Details

Name & address
Mr Sandi Kumar Ghosh Son of Mr. A.L Ghosh Barasat Judges Court, P.O.- Barasat, P.S.- Barasat, District-North 24-Parganas, West Bengal, India. This is a Male, By Caste-Hindu, Occupation Law Clerk, Citizen of India, Identifier Of Smt Gita Sarkar To Shampa Sarkar, Mr Shampa Sarkar, Mr Sumit Ghosh, Mr Prasanta Datta, Mr Tushar Kumar Sii, Mr Shibansh Chandra
23/12/2016
<i>Accepted by</i>

Transfer of property for L1


Sl.No	From	To, with area (Name-Area)
1	Smt Gita Sarkar	M/s Kalpataru Construction-2.26875 Dec
2	Dr Shampa Sarkar	M/s Kalpataru Construction-2.26875 Dec
3	Smt Shubhra Sarkar	M/s Kalpataru Construction-2.26875 Dec
4	Mr Pushpak Sarkar	M/s Kalpataru Construction-2.26875 Dec

Endorsement For Deed Number : 1 - 150108508 / 2016

On 21-12-2016

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 ascertained at Rs. 75,07,502/-


Supriya Chattopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R., NORTH 24
PARGANAS
North 24-Parganas, West Bengal

On 23-12-2016

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, sub-section 1(i) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules, 1962)

Presented for registration at 12:08 hrs on 23-12-2016, at the Office of the D.S.R., NORTH 24-PARGANAS by Smt Gita Sarkar one of the Executants.

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

Execution is admitted on 23/12/2016 by 1) Smt Gita Sarkar, Wife of Late Prithyish Ranjan Sarkar, 688, Bhowanipore Park Rd, P.O. Bangur Avenue Thana Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN- 700038, a Hindu, by Profession house wife, 2) Dr Shantini Sarkar, Daughter of Late Prithyish Ranjan Sarkar, 418, Bhowanipore Park Rd, P.O. Bangur Avenue, Thana Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN- 700038, a Hindu, by Profession Professionals

Identified by Mr Sanjit Kumar Ghosh, Son of Mr A L Ghosh, Barasat Judges Court, P.O. Barasat, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk.

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

Execution is admitted on 23-12-2016 by Mr Shibulal Chandra, partner, Mrs Kalpataru Construction, 30 Dumdum Road, P.O. - Motijheel, P.S. - Dum Dum, District - North 24-Parganas, West Bengal, India, PIN - 700029.

Identified by Mr Sanjit Kumar Ghosh, Son of Mr A L Ghosh, Barasat Judges Court, P.O. Barasat, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk.

Execution is admitted on 23-12-2016 by Mr Sumit Ghosh, partner, Mrs Kalpataru Construction, 30 Dumdum Road, P.O. - Motijheel, P.S. - Dum Dum, District - North 24-Parganas, West Bengal, India, PIN - 700029.

Identified by Mr Sanjit Kumar Ghosh, Son of Mr A L Ghosh, Barasat Judges Court, P.O. Barasat, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk.

Execution is admitted on 23-12-2016 by Mr Prasanna Datta, partner, Mrs Kalpataru Construction, 30 Dumdum Road, P.O. - Motijheel, P.S. - Dum Dum, District - North 24-Parganas, West Bengal, India, PIN - 700029.

Identified by Mr Sanjit Kumar Ghosh, Son of Mr A L Ghosh, Barasat Judges Court, P.O. Barasat, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk.

Execution is admitted on 23-12-2016 by Mr Tushar Kumar Saha, partner, Mrs Kalpataru Construction, 30 Dumdum Road, P.O. - Motijheel, P.S. - Dum Dum, District - North 24-Parganas, West Bengal, India, PIN - 700029.

Identified by Mr Sanjit Kumar Ghosh, Son of Mr A L Ghosh, Barasat Judges Court, P.O. Barasat, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk.

Executed by Attorney

Execution by Dr Shampa Sarkar, Daughter of Late Pritylish Ranjan Sarkar, 468 Dum Dum Park Rd, P.O. Bangun Avenue, Thana, Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700055; by caste Hindu, by profession Professionals as the constituted attorney of 1. Smt Shubhra Sarkar, 468 Dum Dum Park Rd, P.O. Bangun Avenue, Thana, Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700055, 2. Mr Puahpak Sarkar, 468 Dum Dum Park Rd, P.O. Bangun Avenue, Thana, Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700055, admitted by him.

Identified by Mr Sanjit Kumar Ghosh, Son of Mr A L Ghosh, Barasat Judges Court, P.O. Barasat, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11/- i.e. = Rs 7/- (Seven Rupees) only.

Registration Fees paid by Cash Rs 0/-, by online = Rs 11/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB, Online on 22/12/2016, 2:07PM with Govt. Ref. No: 192016170036842151 on 22-12-2016, Amount Rs 11/-, Thana Barasat, UCB Bank (UCBA0000190), Ref. No. 8477192 on 22-12-2016, Head of Account 0030-02-104-001/16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,000/- and Stamp Duty paid by Stamp is 5,000/- by online = Rs 5,000/-

Description of Stamp

1. Stamp: Type: impressed, Serial no 5797, Amount: Rs.5,000/-, Date of Purchase: 22-12-2016, Venue: Barasat, North 24-Parganas

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB, Online on 22/12/2016, 2:07PM with Govt. Ref. No: 192016170036842151 on 22-12-2016, Amount Rs 5,000/-, Thana Barasat, UCB Bank (UCBA0000190), Ref. No. 8477192 on 22-12-2016, Head of Account 0030-02-104-001/16



Supriya Chattopadhyaya,
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. (NORTH 24-
PARGANAS)
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1501-2016, Page from 175397 to 175447
being No 150108508 for the year 2016.



Digitally signed by SUPRIYA
CHATTOPADHAY
Date: 2016.12.29 10:43:04 +05 30
Reason: Digital Signing of Deed.

(Supriya Chattopadhyay) 12/29/2016 10:43:03 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)