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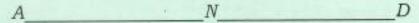
1.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 27th day of July, 2015.

BETWEEN

SMT SARBANI MONDAL, W/O- Sri Asoke Kumar Mondal, by religion-Hindu, by occupation-Business, residing at Uttarayan, Chinsurah Station Road, P.O.-Chinsurah (R.S), P.S.- Chinsurah, Dist -Hooghly, Pin-712102, PANNo. AEYPM4610G, West Bengal, India, hereinafter referred to as the "VENDOR/LAND OWNER" (which expression shall unless excluded by or repugnant to the context be deemed and mean to include her legal heirs, representatives administrators, executors or assigns as the case may be) of the ONE PART.



"EAST HOOGHLY CONSTRUCTION, a Partnership Firm, having its Head Office and Principal Place of business at Rammandir, P.O- Chinsurah (R.S), P.S- Chansurah, Dist. Hooghly, Pin No. - 712102, PAN No. AAEFE3530H, West Bengal, India, represented by its Partners, (1) SMT. ANIMA MONDAL, W/O-Sri Krishna Chandra Mondal, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Rammandir, Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. - 712102, PAN No- AEIPM8634C, West Bengal, India, (2) SMT. JHUMPA MONDAL, W/O- Sri Mainak Mondal, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S-Chinsurah, Dist. Hooghly, Pin No. - 712102, PAN No-AMMPM8270A, West Bengal, India, hereinafter called the "DEVELOPERS" (which expression shall unless excluded by or repugnant to the context to be deemed to mean and include their legal heirs, representatives, successors-in-office, administrators or assigns as the case may be) of the SECOND



PART. Smt. Anima Mondal, W/O- Sri Krishna Chandra Mondal and Smt. Jhumpa Mondal, W/O- Sri Mainak Mondal execute this deed through their registered Power of Attorney Holder SRI MAINAK MONDAL, S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, PIN No. 712102, PAN No- AEIPM8633F, West Bengal, India.

WHEREAS all piece and parcel of "BASTU" land admeasuring about (more or less) 0.10 Acre or 10 Decimal or 5 Katha 13 Chatak 22 Sqft appertaining to R.S. Dag No. 1775, L.R Dag No. 1951, under R.S Khatian No. 142, mutated L.R Khatian No. 5498, within ambit of Mouza- Simla, J.L No.16, P.O-Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, which was originally belonged to Nemai Chand Sil, S/O- Late Manik Lal Sil of 2/B, Palit Street, P.S- Baliganj, Dist. Kolkata- 700019, who had absolute right, title, interest and possession over the Schedule mentioned property enumerated in First Schedule Part "A" hereunder written.

AND WHEREAS said Nemai Chand Sil, S/O- Late Manik Lal Sil sold the First Schedule Part "A" property to one Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder of Chinsurah Station Road, P.S- Chinsurah, Dist.- Hooghly after taking valuable consideration by way of registered <u>DEED OF SALE</u> dated 21.03.1983 which was registered at the office of the District Sub- Registrar, Hooghly and recorded in Book No- I, Volume No-43, Pages- 129 to135, being No- 2488 and delivered possession thereon.

AND WHEREAS all piece and parcel of "BASTU" land admeasuring about (more or less) 0.10 Acre or 10 Decimal or 6



Katha 7 Chatak 9 Sqft appertaining to R.S. Dag No. 1775, L.R Dag No. 1951, under R.S Khatian No. 142, mutated L.R Khatian No. 5498, within ambit of Mouza- Simla, J.L No.16, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, which was originally belonged to Nemai Chand Sil, S/O- Late Manik Lal Sil of 2/B, Palit Street, P.S- Baliganj, Dist. Kolkata-700019, who had absolute right, title, interest and possession over the Schedule mentioned property enumerated in *First Schedule Part "B"* hereunder written.

AND WHEREAS said Nemai Chand Sil, S/O- Late Manik Lal Sil sold the First Schedule Part "B" property to one Smt. Jyotirani Mukhopadhya, W/O- Sri Bhabani Kumar Mukhopadhya, of Chinsurah Station Road, P.S- Chinsurah, Dist.- Hooghly after taking valuable consideration by way of registered <u>DEED OF SALE</u> dated 21.03.1983 which was registered at the office of the District Sub- Registrar, Hooghly and recorded in Book No- I, Volume No-43, Pages- 117 to 122, being No- 2486 and delivered possession thereon.

AND WHEREAS by dint of a <u>DEED OF EXCHANGE</u> said Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder transferred the *First Schedule Part "A" property* to Smt. Jyotirani Mukhopadhya, W/O- Sri Bhabani Kumar Mukhopadhya and said Smt. Jyotirani Mukhopadhya, W/O- Sri Bhabani Kumar Mukhopadhya transferred the *First Schedule Part "B" property* to Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder, in the Year 1986 which was registered at the office of the District Sub- Registrar, Sader, Hooghly and recorded in Deed No. 7877 and delivered possession to each other thereon. By this way said Jyotirani Mukhopadhya, W/O- Sri Bhabani Kumar Mukhopadhya had established absolute right, title,



interest and possession over the First Schedule Part "A" property and Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder had established absolute right, title, interest and possession over the First Schedule Part "B" property.

AND WHEREAS subsequently said Smt. Jyotirani Mukhopadhya, W/O- Sri Bhabani Kumar Mukhopadhya transferred the First Schedule Part "A" property to one Oindrila Majumder, D/O- Sri Sankar Lal Majumder, of Chinsurah Station Road, Uttarayan, P.S. Chinsurah, Dist.- Hooghly by way of registered DEED OF GIFT dated 15.09.2000 which was registered at the office of the District Sub- Registrar, Hooghly and recorded in Book No- I, Volume No-64, Pages- 95 to 100, being No- 3072 and delivered possession thereon. By this way said Oindrila Majumder, D/O- Sri Sankar Lal Majumder had established absolute right, title, interest and possession over the First Schedule Part "A" property by paying all the relevant Govt. taxes/fees and also mutated their names in Record of Rights, i.e. B.L.& L.R.O, Chinsurah- Mogra Block, Hooghly and local concerned Gram Panchayet.

AND WHEREAS subsequently said Oindrila Majumder, D/O-Sri Sankar Lal Majumder had transferred the First Schedule Part "A" property to one Smt. Sarbani Mondal, W/O- Sri Asoke Kumar Mondal (the present land owner) of Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S-Chinsurah, Dist.- Hooghly, by way of registered <u>DEED OF SALE</u> dated 07.02.2014 which was registered at the office of the District Sub- Registrar-I, Hooghly and recorded in Book No- I, Volume No-3, Pages- 4351 to 4363, being No- 01032 and delivered possession thereon.



AND WHEREAS subsequently said Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder had transferred the First Schedule Part "B" property to one Smt. Sarbani Mondal, W/O-Sri Asoke Kumar Mondal (the present land owner)of Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, by way of registered DEED OF SALE dated 11.02.2014 which was registered at the office of the District Sub- Registrar-I, Hooghly and recorded in Book No- I, Volume No-3, Pages- 4578 to 4590, being No- 01047 and delivered possession thereon. By this way Said Smt. Sarbani Mondal, W/O- Sri Asoke Kumar Mondal (the present land owner) had established absolute right, title, interest and possession over the First Schedule Part "A" & "B" property by paying all the relevant Govt. taxes/fees and also mutated their names in Record of Rights, i.e. B.L & L.R.O, Chinsurah- Mogra Block, Hooghly and local concerned Gram Panchayet.

AND WHEREAS the property mentioned in the First Schedule herein below written is free from all encumbrances.

AND WHEREAS the Land Owner herein considering the want of sufficient fund and for want of experience regarding construction of building has decided to make construction of new multistoried building by appointing a reliable Developer /Developers, who at its/their own cost shall make construction and for investment on the land, shall take the Developer's Allocation (more fully describe in the Third Schedule herein below written) together with proportionate undivided share of land and as consideration of the schedule mentioned land described in the First Schedule herein below, the Developers shall give the Land Owner's Allocation (more fully describe in the Second Schedule herein below written).



AND WHEREAS the Land Owner herein considering the goodwill and herein credentiality of the Developers have made approach to the Developers herein for making construction of building on the schedule mentioned land enumerated in the First Schedule hereunder written, conveying the terms and conditions of the Developers and the Developers herein considering the bonafide approach, agreed to accept the proposal, subject to conditions that one GENERAL POWER OF ATTORNEY is to be given, conferring all powers to the nominated person of the Developers and also shall have to deliver possession and shall have to co-operate with the Developers regarding the matter, which will be necessary for completion of the construction of multistoried building (G+IV/V) and also the absolute right of sale/transfer of Developer's Allocation (more fully describe in the Third Schedule herein below), together with proportionate undivided share of the land, is to be given.

AND WHEREAS the Land Owner and the Developers, considering each of their proposal, have agreed to accept the same, now for avoiding all disputes and for maintaining good relation, do hereby agree on the following terms and conditions.

AND WHEREAS the Vendor/Land Owner herein the sole and absolute owner of the said property more fully and particularly mentioned and described in the First Schedule hereunder written and sufficiently entitled to the said property in its entirely as the owner hereof and has full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and has also declared



and confirmed that he has not executed any sort of instruments like sale, lease, gift, mortgage, charge or agreement for sale, tenancy and Development Agreement or any sorts of agreement tenable in the eye of law of the land with regard to the schedule mentioned property enumerated in the First Schedule herein below with anybody/bodies, person/persons, concern/concerns, Company/ companies and authority/ authorities.

AND WHEREAS the present Vendor/ Land Owner has declared and represented as under:

- i) That the property enumerated in the First Schedule is absolutely free from all encumbrances, mortgages, attachments, liens, lispendens or rights of others, whatsoever.
- ii) That the said property enumerated in the First Schedule does not attract the mischief of Urban Land (Ceiling & Regulation) Act 1976 or any other attachment at present.
- iii) That the present Vendor/ Land Owner has not entered into any agreement for sale of the said property or any part thereof nor they bound him by any such condition as would laid to a proceeding under Specific Relief Act in relation to the said property.
- iv) That the Vendor/ Land Owner has good right, indefeasible title and absolute power and authority to transfer his said property enumerated in the First Schedule and every part thereof.



AND WHEREAS the Vendor/ Land Owner desire of having the said property developed for better utilization of the space available therein.

<u>AND WHEREAS</u> the present Vendor/ Land Owner has agreed with the said proposal of the Developers on certain terms and conditions for the contemplated joint venture have been settled between the parties as herein after appearing.

AND WHEREAS all the clauses of this <u>DEVELOPMENT</u>

AGREEMENT shall be binding in between the legal heirs of the Vendor/Land Owner and the Developers in case of any death/casualty occurred between them.

<u>NOW THIS INDENTURE WITNESSES</u> and it is hereby agreed by and between the parties hereto as follows, unless in these presents it is repugnant to the subject on context.

ARTICLE - I

(DEFINITIONS)

1. VENDOR /LAND OWNER: - Shall mean SMT SARBANI MONDAL, W/O- Sri Asoke Kumar Mondal, by religion- Hindu, by occupation- Business, residing at Uttarayan, Chinsurah Station Road, P.O.-Chinsurah (R.S), P.S.- Chinsurah, Dist-Hooghly, Pin. 712102, PAN No. AEYPM4610G, (which expression shall unless excluded by or repugnant to the context be deemed and mean to include his heirs, legal representatives, administrators, executors and assigns as the case may be).

2. DEVELOPERS:-Shall mean "EAST HOOGHLY CONSTRUCTION",
a Partnership Firm, having its Head Office and Principal Place
of business at Rammandir, P.O- Chinsurah (R.S), P.S-

Chansurah, Dist. Hooghly, Pin No. - 712102, PAN No. AAEFE3530H, West Bengal, India, represented by its Partners, (1) SMT. ANIMA MONDAL, W/O- Sri Krishna Chandra Mondal, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Rammandir, Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. - 712102, PAN No-AEIPM8634C, West Bengal, India, (2) SMT. THUMPA MONDAL, W/O- Sri Mainak Mondal, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Uttarayan, P.O-Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. -712102,PAN No- AMMPM8270A, West Bengal, India, (which expression shall unless excluded by or repugnant to the context shall mean and include their legal representatives, successors-in-Office, administrators assigns as the case may be). Smt. Anima Mondal, W/O- Sri Krishna Chandra Mondal and Smt. Jhumpa Mondal, W/O- Sri Mainak Mondal execute this deed through their registered Power of Attorney Holder SRI MAINAK MONDAL, S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, PIN No. 712102, PAN No-AEIPM8633F, West Bengal, India

 PROPERTY: - Shall mean and include which mentioned in the First Schedule herein below written.



4. **BUILDING:** Shall mean the structure or super structure intended to be constructed on the said property in place of the one now existing and shall include all the several units/flats of residential and/or commercial, and all common rooms, spaces and constructions including the meter room(s), pump room(s), reservoirs/tanks, drainage/sewerage lines, and other covered

spaces intended for the use and enjoyment of the occupants of the building in common, including all its rights like easements, appurtenances and appendages.

5.BUILDING PLAN: shall mean the plan which has been sanctioned Ground plus Four/Five (G+IV/V) storied building prepare by the planer for the construction of the building and duly sanctioned by the Kodalia No-1 Gram Panchayet or the appropriate authority of the Govt. at the cost of the Developers and shall include any alteration, modifications, revisions made thereto and therein, in accordance with the Building Rules of the West Bengal Panchayet Act, 1973.

6. COMMON PARTS & PORTIONS: Shall be deemed to include all passage, ways, stairways, corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manholes, pits, roof, terrace, water connection and pipe lines between overhead and underground reservoir, motor pump, fences, boundary walls, courtyard, WBSEDCL supply, electric supply and electric connection to common areas and common implements, fittings, fixtures, for the above, entire exterior walls, garbage vat, common driveways and other facilities whatsoever required for the convenient enjoyment of dwelling and other units in the proposed building and provision for maintenance and management of the said common parts and the common services thereto annexed in the said building at the said premises as mentioned in the Fourth Schedule hereunder written which may be mutually agreed upon between the parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be



enjoyed by the flat owner who shall purchase the same from the Land Owner and the Developers.

- 7. **AREA**:-Shall mean and include the super built-up area constructed in the said property and shall include all the common areas in and for the building.
- 8. SUPER BUILT-UP AREA: Of a unit shall mean the builtup area of the unit together with its proportionate share of the staircase, landings, passages, and like share in all constructed areas and each such unit shall be entitled to full advantages and right of user.
- 9. **LAND OWNER'S ALLOCATION**: Shall mean a build up area of 4000 (Four thousand) Sq.ft, or equivalent amount of sale as per the existing market price for the purpose of the development in the *First Schedule Property* after completion of the multi-storied building (More fully described in the *Second Schedule* herein below).
- 10. **DEVELOPER'S ALLOCATION:** Shall mean the remaining total built up area allotted in the Ground floor(including Garage(s) / Shop(s)/Godown (s) and/or any residential and/or commercial space) (except the Land Owner's allocated portion), First floor, Second floor, Third floor, Fourth floor and/or Fifth floor of the building to be constructed in the property mentioned in the First Schedule herein below together with common passage and the proportionate right, title interest in land underneath the said New Building and right of user of common areas, parts, facilities and amenities thereof upon construction of the building together with absolute right on the part of the Developers to enter into sale, agreement for sale, etc. (more fully described in the *Third Schedule* herein below).



11. ARCHITECT: Shall mean such person or body of persons conforming to all the statutory provisions of the Panchayet, rules, regulations and other statutory provision, as appointed by the Developers for designing and planning of the building proposed to be constructed and in charge of supervision during construction of the building.

ARTICLE - II

(TITLE AND DECLARATION)

1.The Vendor/Land Owner hereby declare that *she* has good and absolute right, title, interest and possession over the Schedule mentioned property mentioned enumerated in the First Schedule herein below written without any claim of any right, title or interest of any person or persons adversely against him. The Developers are free and at liberty to make such investigations with regard to the title of the Vendor/Land Owner to which the Vendor/Land Owner shall extend all cooperations.

2. The Vendor/Land Owner hereby undertakes and assure that he shall vacate the schedule mentioned land enumerated in the First Schedule herein below written from this day after execution of this Deed of DEVELOPMENT AGREEMENT. The Developers will be entitled to construct and complete the said total building within months 36 (Three Six) Months (excluding any unavoidable delay, acts of God and /or any effects of Force Majeure, elaborately discussed under Article XII herein below written) from the date of sanction of the building plan by the Kodalia-1 Gram Panchayet or the appropriate authority of the Govt. (subject to the conditions enumerated under the heading Force Majure herein below written), with all responsibility and benefits as agreed by and



between the parties and the Developers will be further entitled to transfer by way of sale or otherwise as the absolute owner of the Developer's Allocated share with the proportionate share in the land of the schedule mentioned property enumerated in the First Schedule herein below written without any interference of or from the Vendor/Land Owner or any other person or persons claiming through under or in trust for the land owner.

ARTICLE - III

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Vendor/Land Owner hereby grant exclusive right to the Developers to build up and accept the said schedule mentioned property enumerated in the First Schedule herein below written for the construction of the building and the Developers shall be entitled to enter into contract or agreements or sub-contracts with any person, company or concern agencies at their own risk and responsibility without encumbering the said property of the Vendor/Land Owner in any manner whatsoever.

ARTICLE - IV

(DEVELOPER'S RIGHTS)

1. The Vendor / Land Owner hereby grant right to the Developers to construct, erect and build the proposed <u>G+ IV/</u>

<u>V</u> storied building in the said premises in accordance with the concern authority building plan which will be sanctioned by the *Kodalia No-1 Gram Panchayet* or the appropriate authority of the Govt. with or without any amendment and / or modification thereto made or cause to be

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made by the Developers from the appropriate authority along with full responsibility of the construction.

2. However, nothing herein contained shall be construed as a demise or assignment or conveyance in law by the Vendor/Land Owner of the First Schedule property or any part thereof to the Developers so as to create any right, title or interest in respect thereof other than an exclusive license to the Developers to execute the work herein contemplated as such and to deal with the Developer's Allocation in the proposed new building.

ARTICLE - V

(CONSIDERATION)

- agreed to permit the developers to commercially exploit the said schedule mentioned property enumerated in the First Schedule herein below by constructing, erecting and to built <u>G+IV/V</u> storied building in accordance with the building plan as sanctioned by the Kodalia No-1 Gram Panchayet or the appropriate authority of the Govt. with such modification or alteration as may be required or made by the Developers.
- 2) The Vendor/Land Owner shall not be liable to pay or contribute nor will the Developers be entitled to call upon the land owner to pay and contribute any amounts towards the cost of construction of the building or any part thereof.
- 3) That the Vendor / Land Owner shall handover all documents in original such as authenticated and attested photo copy of all Deeds and copy of Revisional Settlement and Land Reforms Settlement Records, rent

receipts and Panchayet tax receipts lying in the name of land owner and other documents within 7 days from the date of execution of this Development Agreement for investigation of the marketable title to the schedule mentioned property enumerated in the First Schedule herein below for the satisfaction of the Developers.

4) That after completion of flat building, if required, the Vendor/Land Owner shall execute and register the deeds of conveyance in favour of the nominated persons and/or purchaser(s) of the Developers in respect of the Developer's Allocated share (properly described in the Third Schedule herein below) and the land owner also appear in the registration office for the purpose of registration of the said deeds and at the time of execution and registration of the deeds of conveyance the land owner shall not claim any consideration money from the Developers.

ARTICLE - VI

(PROCEDURE)

1. That the Vendor/Land Owner shall execute and register one General Power of Attorney, in favour of SRI MAINAK MONDAL, S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen), by Profession-Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, PAN No- AEIPM8633F, West Bengal, India, appointing him as her true and lawful attorney conferring all powers like all necessary permission and approvals from the different authorities in connection with construction of the proposed building and electricity



and water supply connections and all other connections including drainage and sewerage connection from the Kodalia No-1 Gram Panchayet and other authorities and dealing with all authorities in respect of execution of the Project on behalf of the Vendor/Land Owner to apply for and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the Vendor/Land Owner for the construction of the schedule mentioned property enumerated in the First schedule herein below written and to apply for and obtain temporary connections of water, electricity, powers and permanent drainage and connection to the new building and other inputs and facilities required for the construction of enjoyment of the new building including the power to sale, gift, mortgage, lease and any kind of transfer of the new building mentioned in the schedule below in favour of buyer(s)/purchaser(s), company/firm whether private or Govt. etc.

- 2. The Developers shall sell and transfer the allocated share in the land enumerated in the First schedule herein below comprised in the said premises as would be proportionate for the super built-up areas in the building as per nomination and requirement of the Developers out of their own Allocation in favour of the persons nominated by the Developers. All costs and expenses for preparation, engrossing and registration of such deeds shall be borne and paid by the intending purchaser/purchaser(s) for their respective units.
- 3. The Developers shall at their own costs and expenses and without creating any financial or other liabilities upon



the Vendor/Land Owner will construct and complete the said newly proposed building and various units and/or apartments therein in accordance with the sanction building plan obtained from the Kodalia No-1 Gram Panchayet or the appropriate authority of the Govt. and any amendment thereto or modifications thereof made or caused to be made by the Developers.

4. All costs, charges and expenses including Architects fees shall be discharged and paid by the Developers and the Vendor/Land Owner shall bear no responsibility in this context.

ARTICLE - VII

(POSSESSION & CONSTRUCTION)

- 1. It has been agreed by and between the Vendor/Land Owner and the Developers to construct, erects and complete the proposed new building in the property mentioned in the First schedule herein below and that the Developers shall have the entire responsibility of construction of the said proposed new building and the Vendor/Land Owner shall have no responsibility regarding construction of the said new building and Developers hereby undertake that they shall use the construction material class I, good quality and also maintain the materials as the developers use the material for the entire new proposed building.
- 2. The Developers agreed to commence foundation work of the proposed new building after obtaining full vacant khas possession of the said premises and / or within <u>30</u> days from date of the execution of this Development Agreement which one is earlier.

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3. The Developers agree to complete the construction of the proposed new building and properly finish the same within a period of <u>36</u> (Three Six) Months (excluding any unavoidable delay, acts of God and/or any effects of Force Majeure, elaborately discussed under Article XII herein below written) from the date sanction plan issued by the Kodalia No.1- Gram Panchayet or the appropriate authority of the Govt.

ARTICLE - VIII

(LAND OWNER'S OBLIGATION)

- The Vendor/Land Owner hereby agree and covenant with the Developers not to cause any interference or hindrance in the construction of the proposed new building at any stage provided that the Developers adheres to the sanctioned building plan with permitted alterations, modifications and/or reversions.
- 2. The Vendor/Land Owner shall not held the Developers liable in case there be any unavoidable delay in completion of the construction owing to reasons not attributable to willful latches and negligence on the part of the developers and/or due to acts of God and force majeure.
- 3. The Vendor/Land Owner shall not create or make any obstruction to sell/agreement for sale any portion of the Developer's Allocation of the New Building in the Schedule mentioned property enumerated in the First Schedule hereunder written.



ARTICLE - IX

(DEVELOPER'S OBLIGATION)

- 1. The Developers hereby agrees and covenants with the Vendor/Land Owner to start construction of the proposed new building in accordance with the sanctioned building plan approved by the Kodalia No-1 Gram Panchayet or the appropriate authority of the Govt. as hereinabove mentioned as soon as the full vacant khas possession of the premises and the sanctioned building plan are received, and to complete the construction within 36 (Three Six) Months (excluding any unavoidable delay, acts of God and/or any effects of Force Majeure, elaborately discussed under Article XII herein below written) from date of from the date sanction plan issued by the Kodalia No.1- Gram Panchayet or the appropriate authority of the Govt., provided that the work may be hindered or stopped at any stage by any act of the Vendor/Land Owner, acts of God, force majeure or any other reason beyond the control of the Developers.
- 2. The Developers hereby agrees and covenants with the Vendor/Land Owner not to violate or contravene any of the statutory provisions or rules or regulations applicable for construction of the said newly proposed building and agrees to keep the Vendor/Land Owner indemnified against all consequences of deviation etc. if made by the Developers.

ARTICLE - X

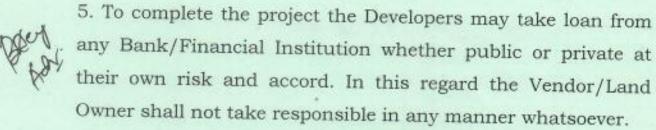


(MISCELLANEOUS)

 The Vendor/Land Owner and the Developers have entered into this agreement for development purely as contract and nothing herein contained shall be construed as partnership

between the Vendor/Land Owner and the Developers and the parties hereto shall not constitute as an association of persons.

- 2. Any notice required to be given by the developers shall without prejudice to any other mode of service available, be deemed to have been served on the land owner if delivered be and duly acknowledged or sent by registered post with acknowledgement due and shall likewise been deemed to have been served on the Developers by the Vendor/Land Owner if delivered by hand or sent by registered post with acknowledgement due to the office of the Developers.
- 3. The Developers shall frame scheme under the existing statutory rules, regulations and provisions for management and administration of the said building and the common parts and the common utilities therein, which shall have to be abided by the parties hereto as also by their respective transferees in case of transfers to purchasers by way of suitable covenants incorporated in the deed(s) of conveyance.
- 4. All the Service tax or any other Govt, taxes shall be paid equally both by the Vendor/Land Owner and the Developers for their respective allocations.





ARTICLE - XI

(SETTLEMENT OF DISPUTES)

Any dispute between the parties arising in the course of execution of the Joint Venture Project herein contemplated may be taken to Court after first trying to settle amicably, but the Vendor/Land Owner shall not be entitled to an order of injunction, unless there be a case of illegal construction by the Developers.

That all definition of land/ building/ plan/ common area, things, maintenance etc. shall be incorporated according to the provisions laid down in the West Bengal Apartment Ownership Act, 1972.

ARTICLE -XII

(FORCE MAJEURE)

- 1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labor unrest, non-availability of electricity (including delay for installation of Transformer by W.B.S.E.D.C.L), want of water, delay for installation of lift, any legal disturbances and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel, stone chips, brick, sand etc.
- 2. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the "Force Majeure" shall be suspended from the obligation during the period of this "Force Majeure".

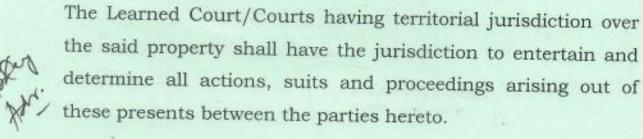
ARTICLE- XIII

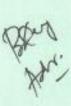
(ARBITRATION)

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms and conditions or any part thereof herein confined or touching these presents or determination of any liability the same shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two arbitrators one to be nominated by each party and in case of difference of opinion between them, by the Umpire selected by them at the commencement of the reference shall be binding upon the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration & Conciliation Act, 1996 including its statutory modification and re-enactment.

ARTICLE -XIV

(JURISDICTION)





THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

ALL THAT piece or parcel of land having R.S Khatian No. 142 (One Four Two), mutated L.R Khatian No. 5498 (Five Four Nine Eight) -

- R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. A) 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 5 (Five) Katha 13(One Three) Chatak 22 (Two Two) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.
- R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. B) 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 6 (Six) Katha 7 (Seven) Chatak 9 (Nine) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.

-within ambit of Mouza- Simla, J.L No.16, under Kodalia No-1 Gram Panchayet, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102. The Two lands are situating conjointly with each other.

THE PROPERTY IS BUTTED AND BOUNDED BY:-

ON THE NORTH: 6 ft wide Panchayet Road.

ON THE SOUTH: Property of Sitesh Sanyal.

ON THE EAST:

15 ft wide Panchayet Road.

ON THE WEST:

Property of Dilip Kumar Mondal & Ors.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(LAND OWNER'S ALLOCATION)

Shall mean a build up area of 4000 (Four thousand) Sq.ft, or equivalent amount of sale as per the existing market price for the purpose of the development in the First Schedule Property, after completion of the multi-storied building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

Shall mean the remaining total built up area allotted in the Ground floor(including Garage(s) / Shop(s)/Godown (s) and/or any residential and/or commercial space) (except the Land Owner's allocated portion), First floor, Second floor, Third floor, Fourth floor and/or Fifth floor of the building to be constructed in the property mentioned in the First Schedule herein below together with common passage and the proportionate right, title interest in land underneath the said New Building and right of user of common areas, parts, facilities and amenities thereof upon construction of the building together with absolute right on the part of the Developers to enter into sale, agreement for sale, etc. with other easementory right attached to the said portion.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON PARTS & PORTIONS)

- (A)Entrance, exits, boundary walls, common paths and passages.
- (B) Stair case, Stair case landing on all floors.
- (C) Rooms and spaces for water pumps, over-head water tanks, reservoir and water pipes.
- (D) Foundations, columns, beams, supports.



- (E) External electrical installations, switch-board and all other electrical wirings and fittings (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).
- (F) Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).
- (G) Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.
- (H) Use of lift.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(SPECIFICATIONS FOR THE PROPOSED BUILDING)

- (1) <u>General</u>: The Building shall be R.C.C framed structure as per the sanctioned plan of the <u>Kodalia No-1 Gram</u> <u>Panchayet</u> or the appropriate authority of the Govt.
- (2) <u>Brick Work:</u> All exterior brick work shall be 8" thick in sand cement mortar as approved by Kodalia No-1 Gram Panchayet or the appropriate authority of the Govt. All partition brick wall shall be 5"/3" thick in sand cement mortar.
- (3) <u>Plaster Work:</u> The outside plaster of the building is 20 mm thick (average) whereas the inside plaster will be 15 mm thick (average) and ceiling plaster is 6 mm in sand cement mortar.

(4) Living/Dining/Lobby/Passage:

- (a) Floor: Vitrified Tiles.
- (b) Walls: POP/wall putty with primer.
- (5) Bed Rooms:
- (a) Floor: Vitrified Tile.
- (b) Walls: POP/ wall putty with primer.



(6) Kitchen:

- (a) Floor: Marble/floor tiles.
- (b)Walls: Glazed tiles up to 2'-0" above counter and POP / wall putty with primer on the rest of the wall.
- (c) Counter: Marble Top with black stone partition.

(d)Fitting/Fixtures: Single lever CP fitting, SS Sink, Provision for Kitchen Chimney, electrical point for Microwave and Water Purifier.

(7) Balcony:

- (a) Floor: Vitrified Tiles.
- (b) Walls: Exterior part.
- (8) <u>Doors:</u> (a) Entrance Doors: Primered Sal wood frame, teak veneer flush door shutters.
- (b) Internal Doors: Hardwood frame, Primered flush door shutters.
 - (9) Widows: Anodized Aluminum sliding shutter.
- (10) <u>Electrical:</u> Switches and copper wiring with miniature circuit breaker.
 - (11) Air-Conditioning: Provision for AC fitting in one room.
- (12) <u>Telephone and Internet</u>: Provision will be provided in one bed room and living room.
 - (13) Toilets: (a) Floor: Ceramic/marble.
 - (b) Walls: wall tiles up to 6'-0" and rest portion POP / wall putty with primer.
 - (c) Fitting/Fixtures: Single lever CP fitting, Basin(in one toilet) & EWC, Provision for Exhaust fan, White coloured sanitary Fitting, Shower, Provision for Hot and Cold water line in one toilet.
 - (14) Lift: Lift room and lift wall.

Bry.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written, Signed, sealed and delivered by the parties in the presence of :-

Witnesses:-

1. Ajoy kuman mondal. Buno shirt tala Chi sinch

Sarbai Mondal.

2.

Signature of the VENDOR/LAND

OWNER

Prad. P Halder I. Smt. Anima Mondal

Mardaman

Hachima 2. Smt. Jhumpa Mondal

Hooghly

Represented by their registered attorney holder

Maint wordal

(SRI MAINAK MONDAL)

Signature of the **DEVELOPERS**.

Drafted by me Advocate. 27.07.2015.
Airhid Judger count, Hooghly.
Typed by me: F-736/09. 8. Hela. Typist.

দুই হাতের দশ আঙ্গল-এর ছাপ (টিপ)

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		हार सरका बान्यून-अ क्षान तिभ			1		



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. CHINSURA, District Name: Hooghly Signature / LTI Sheet of Query No/Year 06030000495631/2015

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs SARBANI MONDAL UTTARAYAN, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:- Hooghly, West Bengal, India, PIN - 712102	Land Lord		0	Soul in Granded
SI No.	Name of the Executant	Category		Finger Print	Signature with date
2.0	Mr MAINAK MONDAL UTTARAYAN, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:- Hooghly, West Bengal, India, PIN - 712102	Attorney of Developer [Mrs ANIMA MONDAL]			minoh many
2.1	Mr MAINAK MONDAL UTTARAYAN, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:- Hooghly, West Bengal, India, PIN - 712102	Attorney of Developer [Mrs JHUMPA MONDAL]			Mary Land

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details					
SL No.	Name, Address, Photo, Finger print and Signature				
1	Mrs SARBANI MONDAL Wife of Shri ASOKE KUMAR MONDAL UTTARAYAN, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN- 712102 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEYPM4610G, Status: Self Date of Execution: 27/07/2015 Date of Admission: 27/07/2015 Place of Admission of Execution: Pvt. Residence				

28/07/2015 Query No:-06030000495631 / 2015 Deed No :I - 060303549 / 2015, Document is digitally signed.



	Developer Details					
SL No.	Name, Address, Photo, Finger print and Signature					
1	EAST HOOGHLY CONSTRUCTION RAMMANDIR, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN -712102 PAN No. AAEFE3530H, Status: Organization					
2	Mrs ANIMA MONDAL Wife of Shri KRISHNA CHANDRA MONDAL RAMMANDIR, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712102 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEIPM8634C, Status: Self					
3	Mrs JHUMPA MONDAL Wife of Shri MAINAK MONDAL UTTARAYAN, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN-712102 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMMPM8270A, Status: Self Represented by their (2-3) constituted attorney as given below:-					
2-3 (1)	Mr MAINAK MONDAL Son of Shri DILIP KUMAR MONDAL UTTARAYAN, P.O:- CHINSURAH RS, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEIPM8633F, Status: Attorney Date of Execution: 27/07/2015 Date of Admission: 27/07/2015 Place of Admission of Execution: Pvt. Residence					

B. Identifire Details

	Identifier Details					
SL No.	Identifier Name & Address	Identifier of	Signature			
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		1 4 5	15			
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Identifier Details					
SL No.	Identifier Name & Address	Identifier of	Signature		
1	Mr AJOY KUMAR MONDAL Son of Late RANJAN MONDAL BUROSHIBTALA, P.O:- BUROSHIBTALA, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712105 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mrs SARBANI MONDAL, Mr MAINAK MONDAL	The control of the co		

C. Transacted Property Details

		Land De	etails			
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: Hooghly, P.S:- Chinsurah, Gram Panchayat: KODALIA-I, Mouza: Simla	RS Plot No:- 1775 , RS Khatian No:- 142	5 Katha 13 Chatak 22 Sq Ft	1/-	34,92,467/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L2	District: Hooghly, P.S:- Chinsurah, Gram Panchayat: KODALIA-I, Mouza: Simla	RS Plot No:- 1775 , RS Khatian No:- 142	6 Katha 7 Chatak 9 Sq Ft	1/-	38,55,246/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 15 Ft., Adjacent to Metal Road,

	Structure Details							
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details			
S1	On Land L1	100 Sq Ft.	1/-	34,92,467/-	Structure Type: Structure			
	Floor 1	100 Sq Ft.		30,000/-	Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete			
S2	On Land L2	100 Sq Ft.	1/-	34,92,467/-	Structure Type: Structure			
	Floor 1	100 Sq Ft.		30,000/-	Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete			

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mrs SARBANI MONDAL	EAST HOOGHLY CONSTRUCTION	3.21368	33.3333
	Mrs SARBANI MONDAL	Mrs ANIMA MONDAL	3.21368	33.3333
	Mrs SARBANI MONDAL	Mrs JHUMPA MONDAL	3.21368	33.3333
L2	Mrs SARBANI MONDAL	EAST HOOGHLY CONSTRUCTION	3.5475	33.3333
	Mrs SARBANI MONDAL	Mrs ANIMA MONDAL	3.5475	33.3333
	Mrs SARBANI MONDAL	Mrs JHUMPA MONDAL	3.5475	33.3333

Transfer of Property from Land Lord to Developer							
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)			
S1	Mrs SARBANI MONDAL	EAST HOOGHLY CONSTRUCTION	33.3333 Sq Ft	33.3333			
	Mrs SARBANI MONDAL	Mrs ANIMA MONDAL	33.3333 Sq Ft	33.3333			
	Mrs SARBANI MONDAL	Mrs JHUMPA MONDAL	33.3333 Sq Ft	33.3333			
S2	Mrs SARBANI MONDAL	EAST HOOGHLY CONSTRUCTION	33.3333 Sq Ft	33.3333			
	Mrs SARBANI MONDAL	Mrs ANIMA MONDAL	33.3333 Sq Ft	33.3333			
	Mrs SARBANI MONDAL	Mrs JHUMPA MONDAL	33.3333 Sq Ft	33.3333			

D. Applicant Details

Details of the applicant who has submitted the requsition form					
Applicant's Name	BISWAJIT DEY				
Address	CHINSURAH COURT, Thana: Chinsurah, District: Hooghly, WEST BENGAL PIN - 712101				
Applicant's Status	Advocate				

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Office of the A.D.S.R. CHINSURA, District: Hooghly Endorsement For Deed Number: I - 060303549 / 2015

Query No/Year

06030000495631/2015

Serial no/Year

0603003650 / 2015

Deed No/Year

1 - 060303549 / 2015

Transaction

[0110] Sale, Development Agreement or Construction agreement

Name of Presentant

Mr MAINAK MONDAL

Presented At

Private Residence

Date of Execution

27-07-2015

Date of Presentation

27-07-2015

Remarks

On 27/07/2015

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

Presented for registration at 18:00 hrs on : 27/07/2015, at the Private residence by Mr MAINAK MONDAL ..

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 74,07,713/-

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

Execution is admitted on 27/07/2015 by

Mrs SARBANI MONDAL, Wife of Shri ASOKE KUMAR MONDAL, UTTARAYAN, P.O: CHINSURAH RS, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102, By caste Hindu, By Profession, Bosiness Indetified by Mr AJOY KUMAR MONDAL, Son of Late RANJAN MONDAL, BUROSHIBTALA, P.O. BUROSHIBTALA, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712105, By caste Hindu, By Profession Service

Executed by Attorney

Execution by

- Mr MAINAK MONDAL, UTTARAYAN, P.O. CHINSURAH RS, Thana: Chinsurah, Hooghly, WEST BENGAL, India, PIN - 712102
- as the constituted attorney of
- 1. Mrs ANIMA MONDAL, RAMMANDIR, P.O: CHINSURAH RS, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN 712102
- Mrs ANIMA MONDAL, RAMMANDIR, P.O: CHINSURAH RS, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102
- Mrs JHUMPA MONDAL, UTTARAYAN, P.O: CHINSURAH RS, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102
- Mrs JHUMPA MONDAL, UTTARAYAN, P.O: CHINSURAH RS, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102

Indetified by Mr AJOY KUMAR MONDAL, Son of Late RANJAN MONDAL, BUROSHIBTALA, P.O: BUROSHIBTALA, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712105, By caste Hindu, By Profession Service

is admitted by him

(Maril

(Anupam Halder) ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. CHINSURA Hooghly, West Bengal

On 28/07/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

Payment of Fees

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Draft Rs 5,050/-, by Stamp Rs 5,000/-

Description of Stamp

- Rs 5,000/- is paid on Impressed type of Stamp, Serial no 4210, Purchased on 24/07/2015, Vendor named R N Bhattacharya.
- 2. Rs 10/- is paid on Court Fees.

Description of Draft

- Rs 5,000/- is paid, by the Bankers cheque No: 846069000426, Date: 24/07/2015, Bank: STATE BANK OF INDIA (SBI), CHINSURAH.
- Rs 50/- is paid, by the Bankers cheque No: 846236000426, Date: 27/07/2015, Bank: STATE BANK OF INDIA (SBI), CHINSURAH.

(duch.

(Anupam Halder)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHINSURA

Hooghly, West Bengal

28/07/2015 Query No:-06030000495631 / 2015 Deed No :I - 060303549 / 2015, Document is digitally signed.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0603-2015, Page from 23928 to 23966 being No 060303549 for the year 2015.



Digitally signed by ANUPAM HALDER Date: 2015.07.28 16:27:34 +05:30 Reason: Digital Signing of Deed.

(Mun).

(Anupam Halder) 28/07/2015 16:27:33 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. CHINSURA West Bengal.

(This document is digitally signed.)

28/07/2015 Query No:-06030000495631 / 2015 Deed No :I - 060303549 / 2015, Document is digitally signed.

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