

(1) **SMT. SURBHA ASH** (PAN-ANGPA4882K) wife of Late Shyamal Kumar Ash and daughter of Late Dharendra Nath Kundu, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Kalbari Road, Noapara, P.O. & P.S. - Barasat, District- North 24 Parganas, Kolkata- 700 124, West Bengal, (2) **SMT. SUDESHNA PAUL** (PAN-BVZPP8372D) wife of Sri Atin Paul and daughter of Late Swapan Kundu alias Swapan Kumar Kundu, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Villago and Post- Haroa, P.S. - Haroa, District- North 24 Parganas, Pin- 743426, West Bengal, (3) **SMT. SHREOSI AON** (PAN-B6TPA8436K) wife of Sri Sukanta Aon and daughter of Late Swapan Kundu alias Swapan Kumar Kundu, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Hill View Colony, NS-21, J.S.PL., P.O.-Patrapali, Kharsia Road, P.S. & District-Raigarh, Chhattisgarh-496001, (4) **SRI SUBRATA KUNDU** (PAN-ILPPK2576B) son of Late Dharendra Nath Kundu, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI SUDIP KUNDU** (PAN- HQBPK4520B) son of Late Dharendra Nath Kundu, by faith- Hindu, by occupation-Service, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, hereinafter collectively called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

AND

AADRISH DEVELOPERS (PAN-ABMFA3302A), a Partnership firm having its office at Link Road, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, represented by its partners (1) **SRI SUDIP DEY** (PAN-BCIPD1601P), son of Late Chittaranjan Day, by faith- Hindu, by occupation-Business, residing at 19, Railway Gate, Old Ambagan, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24

Contd... P-3.

Parganas, Pin-743122, West Bengal (2) **SRI SURAJIT PAUL**, (PAN-BIVPP6862M) son of Sri Jiban Paul, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at Ambagan Colony, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI GOUTAM GHOSH**, (PAN-AFIPG3003Q) son of Late Gopal Chandra Ghosh, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Udayan Pally, Chowmatha, P.O.- Ichapore-Nawabganj, P.S.-Noapara, District- North 24 Parganas, Pin-743144, West Bengal (4) **SRI SANJAY PAUL**, (PAN-BJBP2988R) son of Sri Jiban Paul, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Ambagan Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI NITAI KUNDU**, (PAN-AHIPK6523H) son of Late Radha Krishna Kundu, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART.**

WHEREAS one Smt. Provabati Kundu wife of Late Dharendra Nath Kundu purchased two adjacent plots of Bagan land, one measuring more or less 1 Cottahas 14 Chittacks together with all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6303, under F.S.Khatian No.186, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas and another measuring more or less 2 Cottahas 2 Chittacks together with all easements rights appertaining thereto, lying and situated at Mouza- Palta, J.L.No.4, R.S.No.37, Touzi No.1070/2634 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.1124, under F.S.Khatian No.761, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.- Noapara, District- North 24 Parganas, from Sri Hara

Contd... P-4.



पश्चिम बंगाल WEST BENGAL

F 540252

49+1

Notarized that the documents submitted to the Registrar are true and correct and the signatories are duly authorized to execute the same.

15 MAY 2019

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this 15th day of May 2019 (Two Thousand nineteen) BETWEEN

Contd... P-2.

Directorate of Registration & Stamp Revenue
e-Challan
GRN: 19-201920-001461034-1
GRN Date: 15/05/2019 12:14:41
BRN: IK0ABAMPC4
DEPOSITOR'S DETAILS
Payment Mode: Online Payment
Bank: State Bank of India
BRN Date: 15/05/2019 12:15:47

Name: samir mandal
Contact No.:
E-mail:
Address: talpukur
Applicant Name: Mr Sushil Kumar Mukherjee
Office Name:
Office Address:
Status of Depositor: Others
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 6
Id No.: 15050000747152/6/2019
(Query No./Query Year)Mobile No.: +91 9836340425

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount
1	15050000747152/6/2019	Property Registration- Stamp duty	0030-02-103-005-02	2021
2	15050000747152/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	22021

n Words: Rupees: Twenty Four Thousand Forty Two only Total 24042

AADRISH DEVELOPERS
Sanjay Paul
Partner

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

ARTICLE-I. DEFINITION

1. OWNERS : Means (1) **SMT. SUBHRA ASH** wife of Late Shyamal Kumar Ash and daughter of Late Dharendra Nath Kundu, residing at Kalibari Road, Noapara, P.O. & P.S.- Barasat, District- North 24 Parganas, Kolkata- 700 124, West Bengal, (2) **SMT. SUDESHNA PAUL** wife of Sri Atin Paul and daughter of Late Swapan Kundu @ Swapan Kumar Kundu, residing at Village and Post- Haroa, P.S.- Haroa, District- North 24 Parganas, Pin-743425, (3) **SMT. SHREOSI AON** wife of Sri Sukanta Aon and daughter of Late Swapan Kundu @ Swapan Kumar Kundu, residing at Hill View Colony, NS-21, J.S.P.L., P.O.- Patrapali, Kharsia Road, P.S. & Dist.-Raigarh, Chhattisgarh-496001, (4) **SRI SUBRATA KUNDU** son of Late Dharendra Nath Kundu, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI SUDIP KUNDU** son of Late Dharendra Nath Kundu, residing at Old Ambagan Link Road, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal,

2. DEVELOPER: Means **AADRISH DEVELOPERS** a Partnership firm having its office at Link Road, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, represented by its partners (1) **SRI SUDIP DEY** son of Late Chittaranjan Dey, residing at 19, Railway Gate, Old Ambagan, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (2) **SRI SURAJIT PAUL**, son of Sri Jiban Paul, residing at Ambagan Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI GOUTAM**

Contd...P-7.

GHOSH son of Late Gopal Chandra Ghosh, residing at Udayan Pally, Chowmatha, P.O.- Ichapore-Nawabganj, P.S.-Noapara, District- North 24 Parganas, Pin-743144, West Bengal (4) **SRI SANJAY PAUL**, son of Sri Jiban Paul, residing at Ambagan Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI NITAI KUNDU**, son of Late Radha Krishna Kundu, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal

3. LAND: The land described in the schedule hereunder written.

4. BUILDING: Means G+4 storied building to be constructed on the scheduled property in accordance with the plan to be sanctioned by the North Barrackpore Municipality in the name of the owners and at the cost responsibilities or of construction charges and expenses of the developer hereinafter referred to as the said building, including all easements therein.

5. ARCHITECT: Shall mean a qualified person(s) or firm(s) appointed by the Developer as Architect of the building to be constructed on the land of the Owners with responsibility for designing, planning and supervising the construction of the proposed building.

6. BUILDING PLAN: Shall mean the sanctioned plan for the construction of the commercial-cum-residential flat system building to be prepared by the DEVELOPER in the name of the OWNER and duly signed by them and submitted before the North Barrackpore Municipality for sanction at the cost of the Developer and shall include any/all amendments thereto and improvements thereon and/or modifications thereof.

Contd...P-8.

Sankar Ghosh son of Sri Indra Kumar Ghosh, through a clear registered Sale Deed, duly registered at S.F.O., Barrackpore on 09.05.1962 and was recorded in Book No.1, Volume No.34, pages from 64 to 67, being No.2912 for the year 1962.

AND WHEREAS having purchased the aforesaid two adjacent plots of land through the aforesaid registered Sale Deed, the said Smt. Provatati Kundu got her name mutated with the Assessment Register of North Barrackpore Municipality and also got her recorded in the L.R.Settlement Records, Vide L.R.Dag No.9548, under L.R.Khatian No 4526, classified as Bastu in respect of the aforesaid property in Mouza- Ichapore and Vide L.R.Dag No.1456, under L.R.Khatian No.303/3, classified as Bastu in respect of the aforesaid property in Mouza- Palta and thereafter she constructed a pucca brick built two storied residential building total measuring 2750 Sq.ft. (Ground floor measuring 1400 Sq.ft. and First floor measuring 1350 Sq.ft.) covered area standing thereon as per sanctioned building plan, duly approved and sanctioned by the North Barrackpore Municipality and paid taxes to the authority concerned during her life time.

AND WHEREAS the said Smt. Provatati Kundu died intestate on 30.01.1997, leaving behind her the following persons as her only legal heirs, under the provision of Hindu Succession Act, 1956 in respect of the aforesaid property.

Sl.No.	Name.	Relationship with the Deceased.
(i)	Smt. Subhra Ash.	Married daughter.
(ii)	Sri Swapan Kundu @ Swapan Kr. Kundu.	Son.
(iii)	Sri Subrata Kundu.	Son.
(iv)	Sri Sudip Kundu.	Son.

AND WHEREAS one of the Co-sharer namely Swapan Kundu alias Swapan Kumar Kundu died intestate on 28.01.2011 and his beloved wife Smt.Sikha Kundu died intestate on 24.03.2002, leaving behind him, their two married daughters namely Smt. Sudeshna Paul wife of Sri Atin Paul and

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AADRISH DEVELOPERS
Sanjay Paul
Partner

Smt. Shreosi Aon wife of Sri Sukanta Aon are the legal heirs in respect of his 1/4th undivided individual share in the aforesaid property left by deceased Provatati Kundu.

AND WHEREAS the Land Owners herein became absolutely seized and possessed of and/or otherwise entitled to a total plot of land measuring more or less 4 (Four) Cottahas, lying in Mouza- Ichapore (land measuring 1 Cottaha 14 Chittacks), comprised and contained in R.S.Dag No.8303, under R.S.Khatian No.196, corresponding to L.R.Dag No.9548, under L.R.Khatian No. 4526, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas and lying in Mouza- Palta (land measuring 2 Cottahas 2 Chittacks), comprised and contained in R.S.Dag No.1124, under R.S.Khatian No.761, corresponding to L.R.Dag No.1456, under L.R.Khatian No.303/3, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.351; under Ward No.11, under P.S.-Noapara, District- North 24 Parganas, by virtue of inheritance.

AND WHEREAS with a view to develop or reuse to be developed by constructing a multi-storied building (G+4) over the said total plot of land, more fully and particularly described in the schedule herein below, hereinafter called and referred to as the "SAID PROPERTY" the Developer herein approached to the Land Owners and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the North Barrackpore Municipality.

AND WHEREAS the Land Owners herein hereby agree to authorise the Developer to construct the multi-storied (G+4) building over the under mentioned schedule of property, more fully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the North Barrackpore Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the Developer on the terms and conditions stipulated hereunder:

Contd...P-6.

to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.

- 16. PROJECT : Shall mean the development of land by construction of the proposed 5 (Five) storied (G+4) building for selling of the flats/portions of the Building and another jobs as envisaged hereunder save and except the owner's allocation.
- 17. SINGULAR: Shall include the plural and vice versa.
- 18. MASCULINES : Shall include the feminine and vice versa.
- 19. TRANSFEREES: Shall mean the person or body of individual, firm, limited company, association or persons to whom any space/flat in the building is proposed to be transferred on ownership basis for Residential purpose.

It is intended and agreed by and between the parties hereto that this Agreement shall be a complete record of the Agreement between the parties regarding the subject matter hereof and in complete agreement with the negotiations before the execution of these present. A lift shall be installed for the use of the owners of the flats positively.

20. HOLDING ORGANISATION : Shall mean Association, Limited Company or Co-operative or Registered Society that may be nominated or formed by the land owners/ developer for the common purpose.

Contd. . . P-11.

- 7. TRANSFER: Arising as grammatical variant or shall include a transfer by possession and by any other means adopted or effecting what is understood as a transfer of space/flat in multi-storied building to the intending purchaser and/or purchasers thereof save and except the owners allocation hereinafter referred to.
- 8. TRANSFEREE: Shall mean a person to whom any space/ flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or other wise.
- 9. TIME: Shall mean the construction shall be completed within 24 (Twenty four) months from the date of sanctioning of building plan from the North Barrackpore Municipality. The time will be extended for 1 (One) year for natural calamity and other reasons.

10. COMMENCEMENT: This agreement shall be deemed to have commence with effect from the date of execution of this agreement.

11. COVERED AREA: Shall mean the plinth area of the building measuring at the floor level of the basement of any story and as shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/flats/ rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/ room.

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AADRISH DEVEL

Sanjay Paul
Partner

- 21. GENERAL LIMITED COMMON ELEMENTS : Shall mean those limited common elements which are for the use of or benefit of all the units as morefully and particularly described in the SECOND SCHEDULE hereinafter written.
- 22. ROOF: Shall mean and includes the roof of the said building on the top of the terrace and the roof right shall exclusively belong to the flat owners.
- 23. Owner's Allocation: Shall mean in consideration of the owner having granted the Developer and exclusive consent to develop the said property the owners shall be entitled to get 4 numbers of self contained residential flats, two number of flat measuring more or less 650 Sq.ft. super built up area each, one located at South-Eastern side and another one South-Western side of the 4th floor and another measuring more or less 800 Sq.ft. super built up area, located at North-Western side of the (Back side) First floor and another measuring more or less 700 Sq.ft. super built up area on North-Western (Back) side of the Ground floor of the proposed multi storied building.

Besides the Developer will pay total cash consideration of Rs.24,00,000/- (Rupees twenty four lakh) only to the Land Owners herein OUT OF WHICH the Developer will pay Rs.22,00,000/- (Rupees twenty two lakh) only on the date of execution of this agreement and balance Rs.2,00,000/- (Rupees two lakh) only will be paid by the Developer at the time of delivery of physical possession of the Land Owners' allocation.

25. Developer's Allocation: Save and except the Owner's allocation, the rest portion will be treated as Developer's Allocation.

Contd. . . P-12.

- 12. COMMON AREA: Shall mean the area of the intended or required for ingress and egress from any portion/flat or for providing free access to such portions/flat for the use of the co-owners of the flats/rooms i.e. common Durwan Quarters, water pump room in the ground floor and open terrace of the Top floor etc. as per sanctioned building plan or plans and/ or as may be decided by the Developer in consultation with the owners.
- 13. COMMON PORTIONS: Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.
- 14. COMMON FACILITIES AND AMENITIES : Shall include corridors, staircase, water pump, pump house, over head tank and such other facilities which may be mutually agreed upon by and between the parties and required for the location free enjoyment, maintenance, upkeep and/or proper management of the building including the top floor roof and terrace of the building.

15. PROPORTIONATE: shall mean where it refers to the share of any Purchaser to purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the owners' area and where it refers

Contd. . . P-10.

(ii) The Land owners have absolute right and authority to develop the said plot of land.

(iii) The owners undertake to sign and execute all building plans and papers necessary for the building to be constructed upon the said land as and when required at the costs and request of the developer so that the developer can proceed with the construction on getting sanction of such plan concerning the said land. All expenses for preparation of such building plan and necessary fees for obtaining sanction thereof, including all other incidental expenses, shall be borne by the developer. The owners further undertake to render all assistance and support all efforts of the developer under this agreement, including placing their signatures, endorsing no-objections, attending the offices of various authorities, and in general doing all acts under the instructions of the developer wherever and whenever found necessary so as to give full effect towards complete implementation of this agreement.

(iv) The owners hereby grant exclusive rights to the developer to enter into possession of the said land and to construct the building thereupon by entering into common contract with other agencies without encumbering the land in any manner whatsoever.

(v) The owners shall execute a Development Power of Attorney in favour of the developer.

(vi) The owners shall be liable to attend the appropriate registration office(s) as and when notified by the developer for the purpose of signing and executing appropriate documents as per the instructions of the developer and shall be entitled to 7 days notice for the same, the owner shall also obtain and produce, if necessary the certificate under section 230A of the Income Tax Act, 1961 at the time of execution and registration of the documents of sale in favour of the individual purchasers.

**ARTICLE-V
DEVELOPER'S RIGHT AND RESPONSIBILITIES**

The scope of work envisaged to be done by the Developer hereunder shall include:

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(i) Construction of the new Building (G+4) with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The Developers' responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owners shall be entertained in any case.

(iii) All outgoings including other rates, taxes duties and other impositions by the North Barrackpore Municipality or other competent authority in respect of the said property upto the date of this agreement shall be paid by the Land Owners and thereafter all such taxes whatsoever shall be paid by the developers.

(iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.

(v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/portions in the proposed building at the said premises and/or of all or any portion/portions thereof save and except the owners' allocation, which will include common area and facilities together with the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owners or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards the Land Owners. The Developer will complete the construction of the building with the standard

Contd... P-16.

**ARTICLE-II
COMMENCEMENT AND FIELD OF THIS AGREEMENT**

(A) This Agreement shall come into effect automatically and immediately on execution of these presents by and between the Parties hereto subject of making payments of money as per conditions mentioned in ARTICLE-VI of the agreement.

(B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat portion in the proposed building together with undivided right, title and interest in the land of the said premises.

**ARTICLE-III
LAND OWNER'S REPRESENTATION**

(a) The Land owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

(b) None other than the Land owners shall have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

(c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, acquisition, requisition whatsoever or howsoever.

(d) That the Developer i.e. the Other part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.

(e) That the said property is not subject to any suit or legal proceeding in any court of law.

Contd... P-13.

ADRISH DEVELOPERS

Sanjay Band

Partner

(f) The Owners declare that the original title deeds and relevant documents in respect of the schedule property are lying with them and the developer or the prospective buyers have a right to inspect the title deeds and relevant documents as and when required.

(g) That if any dispute crops up in respect of title that would made met out by the land owner at his own costs and expenses and the Developer shall co-operate with the Land Owners with all force at its demand that the Land Owners will have to pay stamp duty registration charges and fees of the advocate at the time of registration of Deed of Partition/Gift Deed in respect of his owners' allocated portion.

(h) The owners further declare, assure and assert that (i) the owners have exclusive marketable title to the schedule property, (ii) the owners have not received any notice for acquisition/requisition of the said land from any authority, (iii) the said land is well within the ceiling area prescribed by law, (iv) the owners shall have not entered into any agreement with any other developer/promoter for the purpose of developing the schedule property. If, however, any defect in the owners title is discovered later-on and/or any question/dispute is raised that can jeopardies the entire construction project upon the land, the owner shall be solely liable to take appropriate steps forthwith to have the said disputes resolved so that the terms of this agreement can be implemented. In case the same is rendered impossible, the developers shall be at liberty to rescind this agreement, in which event the owners shall be liable to refund all moneys received from the developer under this agreement without demur or demand.

**ARTICLE-IV
LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS**

(i) The Land owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the said premises free from all encumbrances, charges, liens, lispendens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.

Contd... P-14.

ARTICLE-VII PROCEDURE

1. The Land owners shall execute a registered Development Power of Attorney in favour of the Developer after execution of Developer's Agreement for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only save and except the owners allocation. During continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer under no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution or handover to any other developer leaving behind the instant agreement.
2. The Land owners shall help to obtain mutation of the property in favour of the prospective flat owners whatsoever after the completion of the construction and after transfer or sale of all the flats to the said prospective owners hereof.
3. The Land owners shall handover the physical possession of the land with the existing structure to the developer and/or his representatives within 30 (Thirty) days from the date of execution of this agreement and to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.
4. The Developer shall provide a copy of sanctioned Building Plan to the owners free of cost.
5. The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the

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materials as would be available in the market, good, proper and substantial more fully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the North Barrackpore Municipality.

- (vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the owners at their own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners from the concerning authority/s.
- (vii) On and from the date of delivery of such possession of the scheduled property by the owners to the Developer, the Developer hereby undertake to indemnify and keep indemnified to the Land owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the North Barrackpore Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, commission, violation and/or breach of any law, or for any accident relating to the construction of the building and all costs and charges in this regard shall be paid by the Developer.
- (viii) The Developer shall abide by all the safety norms during the construction of the proposed building and adhere to all statutory and legal norms and keep the owners indemnified against all claims in respect thereof.
- (ix) The construction shall be carried out strictly in accordance with the design, lay-out and specification sanctioned by the municipality and according to the mode and method prescribed by the Architect engaged by the Developer. The Developer shall ensure that only materials certified by the

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AADRISH DEVELOPERS
Sanjay Paul
 Partner

owners' allocated flats and shops as may be determined by the proposed association or society to be formed after taking physical possession of their respective portions from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats in question among all consumers or purchasers.

ARTICLE-VIII CONSTRUCTION

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer, and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX POSSESSION

The owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them within 30 (Thirty) days from the execution of this agreement with all original documents related with the said property.

ARTICLE-X BUILDING

(a) The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 24 (Twenty four) months from the date of sanctioning of plan by the North Barrackpore Municipal authority.

Contd...P-20.

Architect shall be used in the construction work. The Developer shall be solely responsible for the safety and security of the completed building complex and all appurtenances thereto and shall keep the Owners indemnified against all claims, contentions, disputes and litigations in connection with the designs, specifications, materials and workmanship employed by the Developer for completing the construction. No responsibility/liability on this account shall ensure to the Owners under any circumstances.

ARTICLE-VI OWNERS' ALLOCATION

(1) In consideration of the owner having granted the Developer and exclusive consent to develop the said property and the owners shall be entitled to get 4 numbers of self contained residential flats, two number of flat measuring more or less 650 Sq.ft. super built up area each, one located at South-Eastern side and another one South-Western side of the 4th floor and another measuring more or less 800 Sq.ft. super built up area, located at North-Western side of the (Back side) First floor and another measuring more or less 700 Sq.ft. super built up area on North-Western (Back) side of the Ground floor of the proposed multi storied building.

Besides the Developer will pay total cash consideration of Rs.24,00,000/- (Rupees twenty four lakh) only to the Land Owners herein OUT OF WHICH the Developer will pay Rs.22,00,000/- (Rupees twenty two lakh) only on the date of execution of this agreement and balance Rs.2,00,000/- (Rupees two lakh) only will be paid by the Developer at the time of delivery of physical possession of the Land Owners' allocation.

(2) Be it also stated here that any extra work save and except the under mentioned the THIRD SCHEDULE i.e. features of the Land Owners flats and commercial space will be paid by the Land Owners by way of advance payment before commencement of extra work by the Developer.

DEVELOPER'S ALLOCATION

Save and except the Owner's allocation, the rest portion will be treated as Developer's Allocation.

Contd...P-18.

ARTICLE-VII PROCEDURE

1. The Land owners shall execute a registered Development Power of Attorney in favour of the Developer after execution of Developer's Agreement for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only save and except the owners allocation. During continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer under no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution or handover to any other developer leaving behind the instant agreement.
2. The Land owners shall help to obtain mutation of the property in favour of the prospective flat owners whatsoever after the completion of the construction and after transfer or sale of all the flats to the said prospective owners hereof.
3. The Land owners shall handover the physical possession of the land with the existing structure to the developer and/or his representatives within 30 (Thirty) days from the date of execution of this agreement and to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.
4. The Developer shall provide a copy of sanctioned Building Plan to the owners free of cost.
5. The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the

Contd...P-19.

materials as would be available in the market, good, proper and substantial morefully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the North Barrackpore Municipality.

- (vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the owners at their own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners from the concerning authority/s.
- (vii) On and from the date of delivery of such possession of the scheduled property by the owners to the Developer, the Developer hereby undertake to indemnify and keep indemnified to the Land owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the North Barrackpore Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, commission, violation and/or breach of any law, or for any accident relating to the construction of the building and all costs and charges in this regard shall be paid by the Developer.
- (viii) The Developer shall abide by all the safety norms during the construction of the proposed building and adhere to all statutory and legal norms and keep the owners indemnified against all claims in respect thereof.
- (ix) The construction shall be carried out strictly in accordance with the design, lay-out and specification sanctioned by the municipality and according to the mode and method prescribed by the Architect engaged by the Developer. The Developer shall ensure that only materials certificate by the

Contd...P-17.

AADRISH DEVELOPERS
Sanjay Paul
Partner

owners' allocated flats and shops as may be determined by the proposed association or society to be formed after taking physical possession of their respective portions from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats in question among all consumers or purchasers.

ARTICLE-VIII CONSTRUCTION

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX POSSESSION

The owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them within 30 (Thirty) days from the execution of this agreement with all original documents related with the said property.

ARTICLE-X BUILDING

(a) The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 24 (Twenty four) months from the date of sanctioning of plan by the North Barrackpore Municipal authority.

Contd...P-20.

Architect shall be used in the construction work. The Developer shall be solely responsible for the safety and security of the completed building complex and all appurtenances thereto and shall keep the Owners indemnified against all claims, contentions, disputes and litigations in connection with the designs, specifications, materials and workmanship employed by the Developer for completing the construction. No responsibility/liability on this account shall ensure to the Owners under any circumstances.

ARTICLE-VI OWNERS' ALLOCATION

(1) In consideration of the owner having granted the Developer and exclusive consent to develop the said property and the owners shall be entitled to get 4 numbers of self contained residential flats, two number of flat measuring more or less 650 Sq.ft. super built up area each, one located at South-Eastern side and another one South-Western side of the 4th floor and another measuring more or less 800 Sq.ft. super built up area, located at North-Western side of the (Back side) First floor and another measuring more or less 700 Sq.ft. super built up area on North-Western (Back) side of the Ground floor of the proposed multi storied building.

Besides the Developer will pay total cash consideration of Rs.24,00,000/- (Rupees twenty four lakh) only to the Land Owners herein OUT OF WHICH the Developer will pay Rs.22,00,000/- (Rupees twenty two lakh) only on the date of execution of this agreement and balance Rs.2,00,000/- (Rupees two lakh) only will be paid by the Developer at the time of delivery of physical possession of the Land Owners' allocation.

(2) Be it also stated here that any extra work save and except the under mentioned the THIRD SCHEDULE i.e. features of the Land Owners flats and commercial space will be paid by the Land Owners by way of advance payment before commencement of extra work by the Developer.

DEVELOPER'S ALLOCATION

Save and except the Owner's allocation, the rest portion will be treated as Developer's Allocation.

Contd...P-18.

the reference in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or all any other statutory modifications or enactments thereof, and shall deliver and publish their "award" within the shortest possible time. This mode of redressal of disputes shall not prejudice the rights of the parties to sue for specific performance of the terms of this agreement and/or for enforcement of all other rights granted to the respective parties hereunder.

ARTICLE XXII GENERAL CONDITIONS

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties in presence of two witnesses and counter signed by the proper Advocate.

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of a total plot of land measuring more or less 4 (Four) Cottahas TOGETHER WITH a pucca brick built two storied residential building total measuring 2750 Sq.ft. (Ground floor measuring 1400 Sq.ft. and First floor measuring 1350 Sq.ft.) covered area standing thereon, lying in Mouza- Ichapore (land measuring 1 Cottaha 14 Chittacks), J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6303, under R.S.Khatian No.166, corresponding to L.R.Dag No.9548, under L.R.Khatian No. 4526, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas and lying in Mouza- Palta (land measuring 2 Cottahas 2 Chittacks), J.L.No.4, R.S.No.37, Touzi No.1070/2834 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.1124, under R.S.Khatian No.781, corresponding to L.R.Dag No.1456, under L.R.Khatian No.303/3, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.351 of Palta Link Road, under Ward

Contd... P-27.

ARTICLE XVII TITLE DEEDS

The Land Owners shall, at the time of execution of this agreement, deliver to the Developer copies of all original documents and the title deed/ deeds and other allied papers related to the said land against proper accountable receipt.

ARTICLE XVIII MISCELLANEOUS

- (a) The Land Owners and the Developers herein have entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties hereto.
- (b) Any notice required to be given by the Developer will, without prejudice to any other mode of service available, deemed to have been duly served on the Land owners if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due, and shall likewise any notice be required to be given by the Land owners shall be deemed without prejudice to any other mode of service available, to have been duly served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.
- (c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the Developer hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises.
- (d) Each terms of this agreement shall be the consideration for the other terms.

Contd... P-25.

AADRISH DEVELOPERS

Sanjay Paul
Partner

No.11, under P.S.- Noapara, District- North 24 Parganas, which is butted and bounded as under:

- ON THE NORTH : H/o. Jadav Chandra Ghosh & Madhusudan Ghosh.
- ON THE SOUTH : 16 ft. wide Municipal Road.
- ON THE EAST : 12 ft. wide Municipal Road.
- ON THE WEST : H/o. Mrinal Kantil Hari.

SECOND SCHEDULE ABOVE REFERRED TO:
(Common portions)

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common passage and lobbies on the ground floor.
4. Water pumps, water tank reservoirs, water pipes, septic tank and all other common plumbing installations and sanitary installations.
5. Common electrical wirings, fittings and fixture.
6. Drainage and sewers.
7. Pump house.
8. Boundary wall and main gates.
9. Such other common parts, area, equipments, installations, fixtures, fittings and spaces on or about the said building as are necessary for passage to or user and occupancy of the said flats in common and as may be specified and/or determined from time to time to be common parts after constructions and completion of the said building but excluding the roof and/or terrace and covered and uncovered car parking space and areas.
10. Alternative water supply.
11. Roof of the top floor.

THE THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION FOR CONSTRUCTION & FEATURES OF LAND OWNERS FLATS.

- 1. Structure & Foundation:- Designed for G+4 floor, Reinforced cement concrete beams, columns, slabs etc. within fill up brick walls.

Contd... P-28.

ARTICLE XIX FORCE MAJEURE

1. Force Majeure is herein defined as:
 - (a) Any cause which is beyond the control of the Developer.
 - (b) Natural phenomenon including but not limited to either a condition of floods, droughts, earthquake etc.
 - (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.
 - (d) Transportation delay due to force majeure or accidents.
2. The Developer and/or Land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owners mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners.

ARTICLE XX JURISDICTION

Courts of North 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto including specific performance of contract.

ARTICLE XXI ARBITRATION

That save and except as may be specifically provided for in and/or excluded by and under this Agreement, all differences and disputes between the Owners and the Developer arising out of the meanings, construction, import, purport of this Agreement and/or the respective rights and liabilities of the parties herein under these presents shall be referred to a Board of Arbitrators consisting of 2 members, one each to be nominated by the owner and the Developer. The Joint Arbitrators shall appoint a 3rd arbitrators at the commencement of the reference, who shall function as the Presiding Arbitrator. The Board of Arbitrators shall commence, conduct and conclude

Contd... P-26.

16. Hardware :- All necessary hardware fittings will be anodized aluminium/brass in doors and windows except in locking devices of any reputed company.

The building materials shall be as specified by the Architect of the building provided however proportion and quality of such materials shall confirm with the specification, approved by the Architect.

IN WITNESSES WHEREOF, the parties have hereunto set their respective signature on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF BY THE PARTIES:**

1. *Sanjay Paul*
Bangalore,
P. No. 114/2/1

Sudeshna Paul
Shrees: Aon.
Subrat Kumar
Sudip Kumar

Signature of the Land Owners.
Sudip Dey
Sunjit Paul
Goutam Ghosh
Sanjay Paul

2. *Sami Uddin*
Bangalore
P. No. 114/2/1

Nitin Ramesh

Signature of the Developer.

Contd... P-31

- 2.External Walls:- 8 7/8" thick brick work with 1:6 cement sand mortar.
- 3.Internal Walls:- 5 7/8" thick brick work with 1:4 cement sand mortar.
- 4.Plastering :- (a) External 18 mm thick in 1:6 cement sand mortar. (b) Internal 12 mm thick in 1:6 Cement sand mortar to walls. (c) Internal 6 mm. thick in 1:6 cement sand mortar to ceiling.
- 5.Staircase:- With marble with 4 Inches skirting fitted with steel/aluminium square bar or any other ornamental railing suited with the design.
- Roof:- Surface will be finished with 1/2" to 3/4" steep concrete and net cement finish.
- 6.Internal Finishes:- Wall putty.
- 7.External Finish:- All external wall surfaces will be finished with water proof cement paint over cement plaster and outside will be colored by the Developer as per their own choice.
- 8.Flooring:- Standard floor tiles flooring with 4" inches skirting. Within all area, rooms, space, dining, drawing and verandah etc including kitchen and Toilet which will made with Floor tiles.
- 9.Kitchen:- One stain less steel sink and specious cooking platform with black stone and room wall upto 4 ft. heights finished with glaze tiles and two standard C.P.top, one space for cylinder below the kitchen platform. One exhaust fan point to be provided.
- 10.Toilet:- (Each) Toilet will be provided with tiles flooring and side walls be finished with glaze tiles 5ft. with border with white commode, cistern, wash basin, shower, two C.P. taps cold and hot water tap standard fixturo preferable. Pan and Basin.

Contd... P-29

AADRISH DEVELOPERS

Sanjay Paul
Partner

RECEIVED Rs.22,00,000/- (Rupees twenty two lakh) only from the within named Developer as part consideration as per following memo:

MEMO OF CONSIDERATION			
Cheque No./Cash.	Date.	Issuing Bank/Branch.	Amount.
DD 062829	14.05.2019	Canara Bank, Ichapore	20,00,000/-
Ch. 052852	16.05.2019	Canara Bank, Ichapore	2,00,000/-
			<u>Rs. 22,00,000/-</u>

Sudeshna Paul
Sudeshna Paul
Shrees: Aon.
Subrat Kumar
Sudip Kumar

Signature of the Land Owner.

Sanjiv Kumar Makumda
Drawing Licensee,
Under M. D. S. R. Office,
Bangalore

Traced by:
Subinibin
(Srl Subinibin Alwar)
M. S. S. R. Office

- 11.Wood work and Joinery:- All door frames will be sal wood/equivalent section. All door shutters (except toilet door) will be flash door fitted with locking devices.
- 12.Iron steel/Aluminium works and glazing:- All windows will be with composite grill and with aluminium sliding window. All balcony will have railing of M.S.Flat/square M.S. Bars or R.C.railing as per the elevation of the building.
- 13.Painting:- All door, frames, shutters, steel surfaces will be painted with enamel paint.
- 14.Electricals:- All electrical lines will be concealed with PVC conduit and the wires will be COPPER of reputed brand.
- Bed rooms:- Two light points, one fan point, one pluggpoint, one night lamp point nearest to the floor.
- Drawing & Dining:- Two light point, two fan points, two plug points (15 Amp. & 5 Amp where necessary).
- Kitchen:- One light point, two plug points, one 15 Amp and another 5 Amp. each, one exhaust fan point.
- Toilet :- One light point and exhaust fan plug point. One gysar point intoilet and fitted with western commode.
- Verandah :- One light point & one plug point.
- Calling Bell :- Point for each flat.
- Water point :- Total 8 Nos. water point will be provided in each flat.

15. SANITARY PLUMBING AND WATER SUPPLY WORKS:

Septic tank will be provided which will be connected to the existing surface drain where the effluent from the septic tank will be discharged. All sanitary fittings and fixtures will be with white vitriouqs china and of standard make and quality. Each flat will get 24 (twenty four) hours water supply from the roof water tank/reservoir, which will be filled from the deep tube well through the over head water reservoir, stopcock outside every flat will be provided.

Contd... P-30

STATUS: PRESENTANT
LEFT HAND FINGER PRINT NAME: **SURESH ASH**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Suresh Ash*

LEFT HAND FINGER PRINT NAME: **SURESH PAUL**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Suresh Paul*

LEFT HAND FINGER PRINT NAME: **SHREESI AN**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Shreesi An*

LEFT HAND FINGER PRINT NAME: **SUBRATA KUNDU**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Subrata Kundu*

RECEIVED Rs. 22,00,000/- (Rupees twenty two lakh) only from the within named Developer as part consideration as per following memo:

MEMO OF CONSIDERATION

Cheque No./Cash	Date	Issuing Bank/Branch	Amount
DD 042829	14.05.2019	Canara Bank, Ichhapore	20,00,000/-
ch. 952852	15.05.2019	Canara Bank, Ichhapore	2,00,000/-
			<u>Rs. 22,00,000/-</u>

AADRISH DEVELOPERS
Sanjay Paul
Partner

Suresh Ash
Suresh Paul
Shreesi An
Subrata Kundu
Signature of the Land Owner.

Drafted and prepared by
Sanjeev Kumar Mahapatra
Drawing License No. 9
Under M.D.S.R. Office
Ichhapore

Typed by:
Subrata Kundu
(Sri Subrata Kundu)
A.I.S.R.O. Barrackpore

OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS
D.S.R. BARASAT & RA. KOLKATA

STATUS: PRESENTANT
LEFT HAND FINGER PRINT NAME: **SUDEP KUNDU**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Suddep Kundu*

LEFT HAND FINGER PRINT NAME: **SUDIP DEY**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Sudip Dey*

LEFT HAND FINGER PRINT NAME: **SURAJIT PAUL**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: *Surajit Paul*

LEFT HAND FINGER PRINT NAME: **GOUTAM GHOSH**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

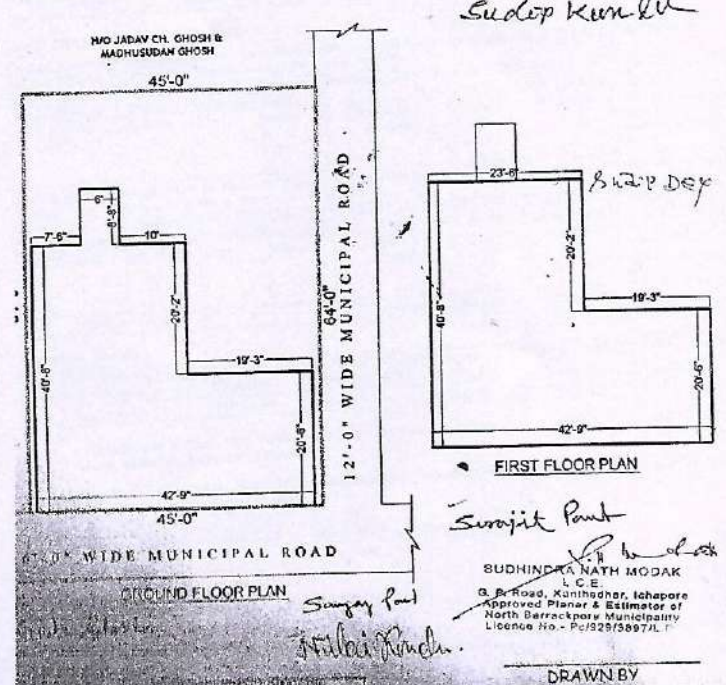
SIGNATURE: *Goutam Ghosh*

LAND AT MOUZA:- ICHAPUK, J.L. NO- 3, TOUZI NO- 017, ...
NO- 186, R.S. DAG NO - 6303, L.R. DAG NO - 9548, L.R. KHATIAN NO:
AND AT MOUZA:- PALTA, J.L. NO- 4, TOUZI NO:- 1070/2834, R.S. KHATIAN
761, R.S. DAG NO - 1124, L.R. DAG NO - 1456, L.R. KHATIAN NO:- 303/3, P.S.-
ARA, WARD NO- 11, HOLDING NO- 351, AT LINK ROAD, OLD AMBANG, PALTA
R NORTH BARRACKPORE MUNICIPALITY, DIST. NORTH 24 PGS. W.B.

AREA STATEMENT

AREA OF LAND:-
 (T MOUZA:- PALTA) = 2 K.- 02 CH. - 00 SFT
 (T MOUZA:- ICHAPUK) = 1 K.- 14 CH. - 00 SFT
 TOTAL = 4 K.- 00 CH. - 00 SFT

IVD AREA ON G.F. = 1400 SFT.
IVD AREA ON F.F. = 1350 SFT.



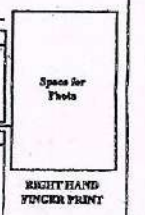
Name	Photo	Finger Print	Signature
Smt Subhra Ash Wife of Late Shyamal Kumar Ash Executed by: Self, Date of Execution: 15/05/2019 Admitted by: Self, Date of Admission: 15/05/2019, Place: Office			<i>Subhra Ash</i>
Kalibari Road, Noapara, P.O.- Barasat, P.S.- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANGPA4882K, Status :Individual, Executed by: Self, Date of Execution: 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			
Smt Sudeshna Paul Wife of Shri Atin Paul Executed by: Self, Date of Execution: 15/05/2019 Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			<i>Sudeshna Paul</i>
Village - Haroo, P.O:- Haroo, P.S:- Haroo, District:-North 24-Parganas, West Bengal, India, PIN - 743125 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BW1491741, Status :Individual, Executed by: Self, Date of Execution: 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			
Smt Shreosi Aon Wife of Shri Sukanta Aon Executed by: Self, Date of Execution: 15/05/2019 Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			<i>Shreosi Aon</i>
Hill View Colony, Ns - 21, J. S. P. L., P.O:- Patrapali, P.S:- RAIGARH, District:-Raigarh, Chhattisgarh, India, PIN - 496001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BBTPA8436K, Status :Individual, Executed by: Self, Date of Execution: 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			

AADRISH DEVELOPERS
Soujany Paul
Partner

Major Information of the Deed :- I-1505-02306/2019-15/05/2019

15/05/2019 Query No:-15050000747152 / 2019 Deed No. I - 150502306 / 2019, Document is digitally signed. Page 52 of 52

STATUS: PRESENTANT	LEFT HAND FINGER PRINT	NAME	SANJAY PAUL	
LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE
SIGNATURE <i>Soujany Paul</i>				
LEFT HAND FINGER PRINT	NAME	NITAI KUNDU		
LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE
SIGNATURE <i>Nitai Kundu</i>				
LEFT HAND FINGER PRINT	NAME			
LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE
SIGNATURE				
LEFT HAND FINGER PRINT	NAME			
LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE
SIGNATURE				



Name	Photo	Finger Print	Signature
Smt Subrata Kumar Executed by: Self, Date of Execution: 15/05/2019 Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			<i>Subrata Kumar</i>
Old Ambagan Link Road, Palta, P.O:- Bengal Enamel, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743122 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ILPPK2576B, Status :Individual, Executed by: Self, Date of Execution: 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			
Shri Sudip Kundu Son of Late Dharendra Nath Kundu Executed by: Self, Date of Execution: 15/05/2019 Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			<i>Sudip Kundu</i>
Old Ambagan Link Road, Palta, P.O:- Bengal Enamel, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743122 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: HQBPK4520B, Status :Individual, Executed by: Self, Date of Execution: 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place : Office			

Developer Details :	
Name,Address,Photo,Finger print and Signature.	
AADRISH DEVELOPERS Link Road, Palta, P.O:- Bengal Enamel, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743122. PAN No.:: ABMFA3392A, Status :Organization, Executed by: Representative	

Representative Details :	
Name,Address,Photo,Finger print and Signature.	
Shri Sudip Dey Son of Late Chittaranjan Dey Date of Execution - 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place of Admission of Execution: Office	<i>Sudip Dey</i>

Major Information of the Deed :- I-1505-02306/2019-15/05/2019
15/05/2019 Query No:-15050000747152 / 2019 Deed No. I - 150502306 / 2019, Document is digitally signed. Page 53 of 52

Major Information of the Deed :-	
Deed No / Year / Registry Date	I-1505-02306/2019 1505-0000747152/2019 13/05/2019 9:15:46 PM
Date of Registration	15/05/2019
Office where deed is registered	A.D.S.R. BARRACKPORE, District: North 24-Parganas
Applicant Name, Address Other Details	Sushil Kumar Mukherjee Bkp. Registry Office, Thana : Titagarh, District : North 24-Parganas, WEST BENGAL, Mobile No : 9874395781, Status: Deed Writer
Transaction	110) Sale, Development Agreement or Construction Agreement
Additional Transaction	(4305) Other than Immovable Property, Declaration [No of Declaration : 2], (4311) Other than Immovable Property, Receipt [Rs : 22,00,000/-]
Set Forth value	Rs. 45,82,498/-
Stamp duty Paid	Rs. 22,021/- (Article: E, E, 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:- Noapara, Municipality: NORTH BARRACKPORE, Road: Old Ambagan Link Road, Mouza: Ichapur, Ward No: 11, Holding No:351 Pin Code : 743122							
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-9548 (RS -)	LR-4526	Bastu Bastu	1 Kalkha 14 Chatak	7,00,000/-	11,81,249/-	Width of Approach Road: 16 Ft. Adjacent to Metal Road.
L2	RS-1124	RS-781/3	Bastu Bastu	2 Kalkha 2 Chatak	10,00,000/-	13,38,749/-	Width of Approach Road: 16 Ft. Adjacent to Metal Road.
Grand Total :					6.6Dec 17,00,000/-	25,19,998/-	

Structure Details :					
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	2750 Sq Ft.	20,00,000/-	20,62,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1350 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2750 sq ft	20,00,000/-	20,62,500/-	

Major Information of the Deed :- I-1505-02306/2019-15/05/2019
15/05/2019 Query No:-15050000747152 / 2019 Deed No. I - 150502306 / 2019, Document is digitally signed. Page 51 of 52

15-05-2019 by Shri Surajit Paul, partners, AADRISH DEVELOPERS, Link Road, Palta, P.O. Bengal Enamel, P.S.- Noapara, District-North 24-Parganas, West Bengal, India, PIN - 743122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: BCIPD1801P Status: Representative, Representative of: AADRISH DEVELOPERS (as partners)

15-05-2019 by Shri Surajit Paul, partners, AADRISH DEVELOPERS, Link Road, Palta, P.O. Bengal Enamel, P.S.- Noapara, District-North 24-Parganas, West Bengal, India, PIN - 743122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: BCIPD1801P Status: Representative, Representative of: AADRISH DEVELOPERS (as partners)

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Registration under section 60 and Rule 69.
 in Book - I
 Page number 1505-2019, Page from 64872 to 64929
 No 150502306 for the year 2019.



Digitally signed by ASIS KUMAR DUTTA
 Date: 2019.05.16 12:13:34 +05:30
 Reason: Digital Signing of Deed.

Kumar Dutta) 16-05-2019 12:13:22
 ADDITIONAL DISTRICT SUB-REGISTRAR
 OFFICE OF THE A.D.S.R. BARRACKPORE
 West Bengal.

(This document is digitally signed.)

Bengal, India, PIN - 743122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: BCIPD1801P Status: Representative, Representative of: AADRISH DEVELOPERS (as partners)

Name	Photo	Finger Print	Signature
Shri Surajit Paul Son of Shri Jiban Paul Date of Execution - 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place of Admission of Execution: Office			

Name	Photo	Finger Print	Signature
Shri Goutam Ghosh (Presentant) Son of Late Gopal Chandra Ghosh Date of Execution - 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place of Admission of Execution: Office			

Name	Photo	Finger Print	Signature
Shri Sanjay Paul Son of Shri Jiban Paul Date of Execution - 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place of Admission of Execution: Office			

AADRISH DEVELOPERS
Sanjay Paul
 Partner

Major Information of the Deed :- I-1505-02306/2019-15/05/2019
 15/05/2019 Query No.-15050000747152 / 2019 Deed No.:- 150502306 / 2019, Document is digitally signed.
 Page 54 of 58

Name	Photo	Finger Print	Signature
Shri Nitai Kundu Date of Execution - 15/05/2019, Admitted by: Self, Date of Admission: 15/05/2019, Place of Admission of Execution: Office			

Identifier Details:

Name	Photo	Finger Print	Signature
Shri Sudip Dey Son of Shri Shyamapada Dey Roy Bagan, P.O.- Talpukur, P.S.- Titagarh, District-North 24-Parganas, West Bengal, India, PIN - 700121			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Smt Subhra Ash	AADRISH DEVELOPERS-7 Chatak 22.5 Sq Ft
2	Smt Sudeshna Paul	AADRISH DEVELOPERS-3 Chatak 33.75 Sq Ft
3	Smt Shreosi Aon	AADRISH DEVELOPERS-3 Chatak 33.75 Sq Ft
4	Shri Subrata Kundu	AADRISH DEVELOPERS-7 Chatak 22.5 Sq Ft
5	Shri Sudip Kundu	AADRISH DEVELOPERS-7 Chatak 22.5 Sq Ft

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	Smt Subhra Ash	AADRISH DEVELOPERS-8 Chatak 22.5 Sq Ft
2	Smt Sudeshna Paul	AADRISH DEVELOPERS-4 Chatak 11.25 Sq Ft
3	Smt Shreosi Aon	AADRISH DEVELOPERS-4 Chatak 11.25 Sq Ft
4	Shri Subrata Kundu	AADRISH DEVELOPERS-8 Chatak 22.5 Sq Ft
5	Shri Sudip Kundu	AADRISH DEVELOPERS-8 Chatak 22.5 Sq Ft

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Smt Subhra Ash	AADRISH DEVELOPERS-687.50000000 Sq Ft
2	Smt Sudeshna Paul	AADRISH DEVELOPERS-343.75000000 Sq Ft
3	Smt Shreosi Aon	AADRISH DEVELOPERS-343.75000000 Sq Ft
4	Shri Subrata Kundu	AADRISH DEVELOPERS-687.50000000 Sq Ft
5	Shri Sudip Kundu	AADRISH DEVELOPERS-687.50000000 Sq Ft

Major Information of the Deed :- I-1505-02306/2019-15/05/2019
 15/05/2019 Query No.-15050000747152 / 2019 Deed No.:- 150502306 / 2019, Document is digitally signed.