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Additional District Sub-Registrat

DEED OF TRANSFER

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1. Date- 23.04.2014

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- 2. Place- Kolkata
- Parties:

ন্থ টেলার নাম Albanis নিউঠিপালে লাং তি ক্রের্থেনিক বিটি) ল ডি এম আর প্র মোট দ্যাম্প ক্রেন্ডের নিটি) ল ডি এম আর প্র মোট দ্যাম্প ক্রিন্ডের মিটা দ্র ডি ১৪০০০

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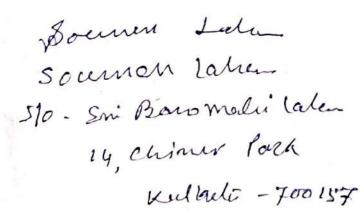
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Additional District Sub-Registrate
Colorest New Town, North 24 Parents

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- 3.1 <u>Rabindra Kumar Jaiswal</u> Son of Late Ram Charan Jaiswal, by faith Hindu, by occupation –Business, by Nationality-Indian ,residing at 10 Old Post Office Street,4th Floor Room No115 ,Kolkata-70001, West Bengal,
- 3.2 <u>Neeraj Kumar Jaiswal</u> @ Niraj Jaiswal Son of Biseswar Nath Jaiswal, by faith Hindu, by occupation Business, by Nationality-Indian ,residing at 51,beadon Street ,P.S-Burtola,Kolkata-700006,West Bengal.

All represented by their Constituted Attorney **DEBASIS BISWAS** son of Sadhan Chandra Biswas, Partner of **M/S S.D Developers**, a partnership firm havng its office at Salua Roypara, P O-R.Gopalpur, P S-Airport, Kolkata-700136, District North 24 parganas, West Bengal.

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Hereinafter called and refered to as the "LAND -OWNERS/Transferor" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their , administrators, executors, representatives and assigns of the FIRST PART.

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1.Subrata Mandol(PAN No:)Son of Ashok Kumar Mandol, by faith-Hindu, by occupation-Bussiness, by Nationality-Indian, residing at Jatragachi, P.O- Ghuni, P.S-New Town, Dist- North 24 Parganas. West Bengal.

Hereinafter called and referred to as the "Transferee" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heir, administrators, executors, representatives and assigns of the SECOND PART.

AND

M/S S.D. Developer(PAN No ACIFS2408N)a partnership firm having its office at Salua Roypara, P O-R.Gopalpur, P S-Airport,Kolkata-700136, District -North 24 parganas, West Bengal.Represented by its partner DEBASIS BISWAS Son of Sadhan Chandra Biswas by faith — Hindu, by occupation —Business, by Nationality-Indian ,residing at Bajetaraf, P.O-Sikharpur, P.S-Rajarhat, District-North 24 Parganas, West Bengal, presently residing at Salua Roypara, P.O-Gopalpur, P.S-Airport , District-North 24 Parganas, West Bengal . Presently residing at village SaluaRoypara P O Sikaharpur police station —Rajarhat , District-North 24 Parganas, West Bengal.

Hereinafter called and refered to as the "DEVELOPERS" (which expression Shall unless repugnant to the context be deemed to mean and include their , administrators, executors, representatives and assigns of the THIRD PARTY.

Land owners/Vendors/Transferees and Developers collectively Parties and individually Party.

NOW THIS DEED OF TRANSFER WITNESS RECORDS BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES as follows:-

- 4 Subject Matter of Deed of transfer
- 4.1 Transfer of the Share Property & Appurtenances:
- 4.1.1 'Said Property ':ALL THAT piece and parcels of one independent residential flat being Flat "B" in the 3rd floor ,, measuring 1116 Squre Feet be the same a little more or less of Super Build Area and also one Covered Four Wheeler Parking at ground floor , lying and situated in the building complex namely "ECOZONE" at Jatragachi, District-North 24 Parganas, morefully described in the second schedule hereunder ,situated on the land morefully described in the First schedule hereunder written (SAID PROPERTY)
- 4.1.2 Land Share: Undivided impartial proportionate and variable share in the land comprised in the said property as is attributable to the said property (land share). The land Share is/shall be derived by

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- taking into consideration the proportion , which the super built-up area of the 'Said Property' bear to the total super built-up area of the Said Building Complex.
- 4.1.3 Share in Common Portion Undivided impartable ,proportionate and variable share and/or intrest in the common areas, amenities and facilities of the said Building Complex as is attributable to the 'Said Property' (share in common Portions)the said common areas, amenities, and facilities being described in the Third Schedule below (collectively Common portion s)The share in common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the said property bear to the total super built-up area of the Said Building Complex.
- 5 Background
- 5.1 Ownership of landowner :By virtue of events and in the circumstances, the present landowners become the absolute owners of First Schedule Property , free from all encumbrances and were in peaceful possession thereof described as follows.
- 5.1.1 Absolute ownership of Rabindra Kumar Jaiswal: One Rabindra Kumar Jaiswal Present owners herein are the absolute owner of the land measuring 3(Three) cottah 4(Four)Chittack, more or less, comprised in C.S. Dag No 271/490. R.S./L.R. Dag No 289, under , C.S. khatiyan No 17, R.S khatiyan No 552,L.R. khatiyan Nos ,1423, lying and situated at Mouja-Jatragachi, J.L. No-24, Re.Sa. No-195, Touzi No174/179, P.S Rajarhat at present Newtown , A.D.S.R.O. Formerly Bidhannagar, Salt Lake City at present A.D.S.R.ORajarhat,Newtown ,within the local limit of Jangra Hatiyara 2 no gram Panchayet, , in the District- North 24 Parganas, West Bengal , by purchasing the same from Saraswati Saha,Chiranjib Saha.Gopal Chandra Saha by the strength of a Registered Deed of conveyance, registered on 14/08/2007 in the office of D.S.R.-II, Barasat, , and recorded in book no -1, CD volume No-3, pages-1165to 1177 being Deed No-02651 for the year 2009
- 5.1.2 Registered development Agreement: The said Rabindra Kumar Jaiswal executed a Registered Development Deed of transfer on 08/05/2013 with the present Developer M/s S.D. DEVELOPERS for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Deed of transfer. The said registered Deed of Development Deed of transfer was registered on 08/05/2013 in the office of A.D.S.R. Rajarhat West bengal and recorded in book no -1, CD volume No-8, pages-2650 to 2672 being Deed No-05310 for the year 2013,
- 5.1.3 Registered Power of Attorney: The said Rabindra Kumar Jaiswal executed a registered Deed of Power of Attorney was registered on 08/05/2013 on the office of A.D.S.R. Rajarhat West bengal and recorded in book no -1, CD volume No-8, pages-3011 to 3022 being Deed No-05367 for the year 2013 appointing the said Debasis Biswas.
- 5.1.4 Absolute ownership of Neeraj Jaiswal@Niraj Jaiswal one Neeraj Jaiswal@Niraj Jaiswal present owner herein,absolute owner of the land measuring 3(Three) cottah 4(Four)Chittak more or less, comprised

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in C.S. Dag No 271/490. R.S./L.R. Dag No 289, under C.S Khatiyan No 17, R.S. khatiyan No 552, L.R. khatiyan Nos 1353 lying and situated at Mouja-Jatragachi, J.L. No-24, Re.Sa. No-195, Touzi No174/179, P.S. Rajarhat at present Newtown, A.D.S.R.O. Formerly Bidhannagar, Salt Lake City at present A.D.S.R.ORajarhat, Newtown, within the local limit of Jangra Hatiyara 2 no gram Panchayet, , in the District- North 24 Parganas, West Bengal, by purchasing the same from Gobindo Chandra Saha And Bijoy Krishna Saha by the strength of a Registered Deed of conveyance, registered on 18/05/1992 in the office of A.D.S.R.Bidhannager, Salt lake City, and recorded in book no -1, CD volume No-118, pages-287 to 292 being Deed No-5274 for the year 1992

- 5.1.5 Registered development Agreement: The said Neeraj Jaiswal@Niraj Jaiswal executed a Registered Development Deed of transfer on 22/04/2013 with the present Developer M/s S.D DEVELOPER for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Deed of transfer .The said registered Deed of Development Deed of transfer was registered on 22/04/2013.in the office of A.D.S.R. Rajarhat, West Bengal, and recorded in book no -1, CD volume No-7, pages-3158 to 3179 being Deed No-04561 for the year 2013.
- 5.1.6 Registered Power of Attorney: The said Neeraj Jaiswal@Niraj Jaiswal executed a registered Deed of Power of Attorney was registered on 22/04/2013 on the office of A.D.S.R. Rajarhat, West Bengal, and recorded in book no -1, CD volume No-7, pages-3180 to 3189 being Deed No-04562 for the year 2013,appointing the said Debasis Biswas.
- 5.1.13 Amulgamation: The present owners Rabindra Kumar Jaiswal & Neeraj @Niraj Jaiswal Amalgamated their respective plot of land into a single plot of land in total measuring 6(Six) cottah 8(Eight)Chittack more or less, morefully described in the First Schedule hereunder written, by executing a Deed of Amulgamation.
- Construction of Building Complex namely 'ECOZONE': On the basis of aforenoted sanctioned building plan, the said Developer constructed a multi storied building complex namely 'ECOZONE' on the said Amulgamated plot of land morefully described in their First Schedule hereunder written.
- 6.1 Built Up Area: Here Built Up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common Partition wall between two units and cent percent area covered by the individual wall for the said unit.
- 6.2 Covered Area :Here covered area means total Buildup area for any unit plus proportionate share of stairs ,lobby and lift areas ,and other common c and facilities.

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- 6.3 Super Built Up Area: Here Super Built Up area means the total covered area plus proportionate share of service area.
- 6.4 Application and Allotment :The Transferee has applied to Developer for transfer of the SAID FLAT & COVERED GARAGE described in the Second Schedule hereunder written from Developers Allocation, and the Developer has allotted the same to the Transferees conditional upon the Transferees entering into this Deed of transfer.
- Deed of transfer of record: Persuant to the aforesaid application made by the Transferees and the allotment made by the Developer, this Deed of transfer is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the 'Said Property and Appurtenances by the developer to the Transferee.

7 Condtions Precedent

- 7.1 Acceptance of Condtions Precedent :The Parties have accepted and agreed that the following are and shall be the Condtions Precedent to this Deed of transfer
- 7.1.1 Financial and other Capacity of Transferee: The undertaking of the Transferees to the Developer/Owners that the Transferees have the financial and other resources to meet and comply with all financial and other obligations under this Deed of transfer punctually.
- 7.1.2 Stisfaction of the Transferee: The undertaking of the Transferee to the Developer that the Transferee are acquainted with ,fully aware of and is thoroughly satisfied about the title of the Owner/Developers, the plans, all the background papers the right of the Transferee to enter into this Ag reement and the extent of the rights being granted in favor of the Transferees, and shall not raise any objection with regard thereto.
- 7.1.3 Measurement: As regards super built up area of the said property, the parties confirm e certificate accepts and assures each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the parties. At the time of delivery the Transferee may appoint their own Architect for verifying the measurement. The net price (defined in Clause 9.1 below) shall increase or Decrease on the basis of the final measurement.
- 7.1.4 Rights Confined to 'Said Property' And Appurtenances: The undertaking of the Transferees to e the Developer that the right, title and interest of the Transferees are confined only to the Said Property and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Property and the said building complex to third parties at the sole discretion of the Developer which the Transferees under no circumstance shall be entitled to raise any objection.
- 7.1.5 Covenants: The mutual Deed of transfer and acceptance by and between the parties that(1) the convents of the Transferees (Transferees Covenant) and the of the Developers(Developers

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covenants) as mentioned below shall perpetually run with the land ,(2) the Transferees Covenant and the (collectively covenants) shall bind him/her /them successors-in-title or interest and (3) this Deed of transfer is based on the undertaking that the Transferee Covenants and the Developers covenants shall be strictly performed by the Transferees and Developer respectively

- 7.1.6 Common Portions Subject to Change The mutual Deed of transfer and acceptance by and between the parties that although the r in the n portion is described in the third schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developers in any manner .The developer shall in the absolute discretion of the developer be entitled to modify ,improve or otherwise improvise upon the Common portions and the Transferees shall not have any claim ,financial or otherwise against the Developer for such change.
- 8 Commencement and Validity :
- 8.1 Date of Commencement: The Deed of transfer have commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Deed of transfer.
- 8.2 Validity: The Deed of transfer shall remain in force till such time the Said Property and Appuetences is completed and possession thereof is delivered to the Transferees and conveyance is done unless terminated in the owner mentioned in this Deed of transfer.
- 9 Net Price, Payment and Extras
- 9.1 Net Price: The total consideration for sale of SAID FLAT & Covered Garage is Rs 3348000/- only which the parties confirm and accepts. The net price has been fixed by mutual consent and hence it shall not be covered to question by either party provided however the Net Price shall vary proportionately and does not include the extras mentioned in clause 9.4 below.
- 9.2 Payment of Net price: The net price shall be adjusted as transfer of share property in the books of account of partnership deed dated 20/02/2013
- 9.3 Extras: In addition to the Net Price mentioned above ,the Transferees shall also pay to the Developer the following collectively Extras.
- 9.3.1 Proportionately: Proportionately cost, expenses, deposits and charges for:
 - (a) Betterment fee: Better or other levies that may be charged /imposed by any government authorities or statutory bodies on the Said Property and Appurtenances or its terms hereof
 - (b) Formation of association: formation of a body which may be a syndicate committee body corporate company or association under the West Bengal Apartment ownership Act 1972 and

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/or under the Co-operative societies Act 1983 Association .The cost will be shared at actual and proportionately

- (c) Taxes: Service tax Work Contract Tax Value Added Tax or any other tax and any other imposition levied by the State Government or any other authority or body on the Developer from time to time.
- 9.3.2 Wholly: wholly ,cost expenses , deposit and charges, towards:
 - Legal fees ,Stamp Duty, and Registration Cost: Fee of Legal Advisor who have drawn this Deed of transfer and shall exclusively draw all the further documents including Deed of Conveyance .The fees shall be paid to the Developer who shall do all accounting with the Legal adviser, Stamp Duty, Registration fees and misllenious charges for this Deed of transfer and further documents shall be borne by the Transferees, Primarily the Transferees will pay Rs 3500 /-only for Drafting of Deed of transfer for sale and initial paper as Legal charge at the time of signing this Deed of Transfer.
 - (b) Additional work: Increased cost due to any variation or additional /extra work over and above the specification given in the Fourth schedule below., specification. Or Plan of extra work done for the Said Property as per desire of the Transferees .Variation in specification shall mean variation/charge of specification subject to the approval of the concerned authority .Instruction in writing for such variations or additional /extra work as per the desire of the Transferees should reach the Developer along with the payment of the estimated expense thereof prior to execution of the work.
 - (c) Personal Meter: The Transferees will bring Personal Electric Meter in the Said Property at their own cost and expense and the Developer will assist and sign all the relevant papers for obtaining the personal meter in the said flat
 - (d) Completion Certificate: The Developer will bear charge for obtaining Completion Certificate of the building charged by the concerned Jangra Hatiyara 2 No gram Panchayat, and a copy of the same will be supplied to the Transferees and then the developer will receive the same from the concerned authority.
- 10 Construction, Completion, of Sale and Facility Manager:
- 10.1 Construction by Developer: The developer shall construct complete and finish the Said Flat & Covered Garage and Appurtenance in accordance with the plans or as may be recommended by Architect or such other Architects as may be appointed by the Developer from time to time as per specification mentioned in the Fourth Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

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- 10.2 Transferee's consent and acceptance of variations etc: The Transferees hereby consent to the variations modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- No Hindrance: The Transferee shall not do any act deed or thing, whereby the construction of the Said Flat & Covered Garage and Appurtenances and /or the Said Building Complex is in any way hindered and impended.
- 10.4 Basic Duty of Transferees: The Transferees shall make all payments and perform all obligations as stipulated in this Deed of transfer. The Transferees shall not in any way commit breach of the terms and conditions herein contained.
- 10.5 Completion Time: Construction, finishing and making Registration of Deed of Conveyance of the Said Flat & Open Garage habitable within 30 months from the date of signing this present Deed of transfer (Completion Date) provided however the Completion Date may be extended by a period of 3 (Three)months (Extended period) subject to the total consideration of the Said Flat & Garage will be made by the Transferees in accordance with the Payment Schedule as described in the Fifth Schedule hereunder written.
- 9.6 Possession of Said Property: Upon Said property, finishing and making the Said Property habitable ,useable ,the Developer shall hand over possession of the same to the Transferees with regard to possession, it is clarified as follows:
- 9.6.1 All Payments Before Possession: Before the delivery of possession, of the Said Flat the Transferee s shall pay to the Developer all amounts due and payable towards the Net Price and any sum payable towards Extras.
- 9.6.2 Possession Notice and Date of Possession: Immediately after the Said Flat & Covered garage is ready (in this regard the decision of architect shall be final and binding), the Developer shall serve a notice on the Transferees (possession notice) and within 15 days from the date of the Possession Notice the Transferee shall take over the physical possession of the Said Flat & Covered Garage(Date of Possession) after fulfilling all obligation under this Deed of transfer including payment of all accounts due to the Developer under the Deed of transfer.
- 9.6.3 Meaning of Completion: It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the possession Notice to the Transferees and the said flat & Covered Garage shall be deemed to have been completed in all regards if the same is made fit for habitation (1) in bare condition and (2)as per the Specification, the decision of the Architect in this regard being final and binding)

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- 9.6.4 Complete Satisfaction on Possession: On the date of possession, the Transferees shall be deemed to be completely satisfied with all aspects of the Said Flat & Covered Garage and Appurtenance, including the measurement of the Said Flat & Covered Garage, with regards to which Transferees shall accepts the measurement of the Architect as final and binding.
- 9. 6.5 Commencement of Outgoing: From the Date of possession or after 15 days of Possession Notice, all outgoings in respect of the Said Flat & Covered Garage shall become payable by the Transferees.
- 9.7 Developer's Obligations: Subject to stipulated in this Deed of transfer, the Developer hereby agrees.
- 9.7.1 Construction of the Said Flat & Covered Garage: To Construct, finish and make the Said Flat & Covered Garage and transfer the same to the Transferees.
- 9.7.2 **Construction According to Specification :** To construct ,finish and make the Said Flat & Covered Garage in accordance with the Plans and Specifications ,reasonable variations expected.
- 9.7.3 Arrangement for Utilities for Construction Work: To Make own arrangement for water and electricity required for construction.
- 9.8 Completion of Sale: The sale of the Said flat & Covered Garage and Appurtenances shall be completed by execution and registered of conveyance in favors of the Transferees provided the Transferees tenders all amounts required for the same as mentioned hereinabove. The legal Advisors shall draft the slandered conveyance for the building and only such slandered convenience shall be used.
- 9.9 Facility Manager: The Transferees shall pay Rs 1/- per sq.ft. primarily as maintainence Charges To the Developer's appointed Facility Manager ,from the date of Possession of the flats received by Flat owners upto the common Expences/Maintainence Charges as above ,(3)the Transferees shall be bound to pay the common expenses /maintainences charges to the Facility Manager, (4)the facility Manager will not be require to render any accounts to the Transferees and it shall be deemed that the Facility manager is rendering specific services to the Transferees for commertial considerations and (5) the ownership of the Common Portions (subject to the terms of this Deed of transfer)shall vest in all the co-owners of the Said Building Complex , represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified service with regard to the Common Portions and (6)the Facility Manager may be replaced by the Ad-hoc committee of the Association of Flat Owners nominated by the Developer at the time of handing over complete project (Building)...The first one year 's maintainence will be payable by the Transferees to the developer directly as aforesaid.
- 10 Transferee's Covenant & Developer's Covenants: Transferee's Covenants:
- 10.1 Transferee's Covenant: The Transferees covenants with the Developer and admits and accepts that

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10.1.1 Transferees Aware of and Satisfied With Said Building Complex and Construction: The Transferee upon satisfaction with complete knowledge of the Common Portions, Specification and all other ancillary matters, is entering into this Deed of transfer

The Transferees have examined and is acquainted with the Said Building Complex to the extent already constructed and to be further constructed and has agreed that the Transferees shall neither have nor shall claim any right over any Portion of the Said building complex and the Said Property save and except the Said Flat & Covered Garage and Appurtenances.

- 10.1.2 Transferees to Mutate and Pay Rates & taxes and Common Expenses/Maintenance Charges: The Transferees shall (1)pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately) for the Said building complex and wholly for the Said Flat & Covered Garage and Appurtenances . from the date of possession and until the Said Flat & Covered Garage and Appurtenances is separately mutated and assessed in favour of the Transferee)on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchesers in thereof and (2)have mutation completed at the earliest .The Transferees furthest admits and accepts that (1)the Transferees shall not claim any deduction or abatement in the bills of Facility manager and (2)the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and (3) Units remaining unsold shall not be liable for payment of Common Expenses /Maintances charges until such time such units are sold and transferred.
- 10.1.3 No obstructions by the Transferees to further Construction: The Developer is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoarding ,banners ,dish antennas in the part of the ultimate roof of the building by the Developer, and the Transferee shall not obstruct or object to the same The Transferee also admits and accept that the De4veloper and/or employees and/or agents and/or contractor of the Developer shall be entitled to use and utilize the Common Portion for movement of building materials and for other purpose and the Transferee shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.4 Variable Nature of land Share in Common Portions: (1)The Transferees fully Comprehends and accepts that the land share and the share in Common Portions in a notional proportion that the Said Flat & Covered Garage bear to to the currently proposed area of the Said Building Complex(2) The Transferees fully Comprehends and accepts that if the area of the Said Building Complex is increased/recompleted by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and preemies to the Said Property and the Said Building Complex. (which the developer shall have full right to do and which right is hereby unconditionally accepted by the Transferees)then the Land Share and the Share in Common Portions shall vary accordingly and proportionately(3) The Transferees shall not question any variation (including diminution)of the land share in Common

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Portions as decided by the Developer chasers shall not demand any refund of the Net Price Paid by the Transferee on ground of or by reason of any variation the land share and the share in the common portion and (5) The Transferees fully Comprehends and accepts that the land share and the share in the common portion is not divisible and partible .The Transferee shall accept(without demur)the proportionate with regards of various matters as be determined at the absolute discretion of the Developer.

- 10.1.5 Cost of Formation of Association: The Transferee shall share the actual cost of formation of Association proportionately.
- 10.1.6 Obligations of the Transferees: On and from the date of possession the Transferee shall
 - (a) Co-operate in Management and Maintenance: Co-operate in Management and Maintance: of the Said Building Complex and the Said Property by the Facility Manager
 - (b) Observing Rules: Observe the rules framed from time to time by the Facility manager/Association for the beneficial common enjoyment of the Said building Complex and the Said property
 - (c) Paying Electrical Charges: Pay for Electricity or any other utilities consumed in or relating to the Said Flat & Covered Garage and Appurtenances' and the Common Portions
 - (d) Meter and Caballing: Be liable to drw the electric lines/wires from the meter installation area to the Said Flat & Covered Garage only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to thwe Developer or to the other Transferees. The main Electric meter shall be installed only at the common meter space in the Said Building Complex .The Transferees shall similarly use the Ducts and the pipes provided for tv broadband, data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.
 - (e) Residential Use: Use the Said Flat for residential purpose only under no circumstance shall the Transferees use or allow to be used the Said flat & covered Garage for commercial industrial or other non residential purposes. The Transferees shall also not use the Said Flat and Garage as religious establishment, guest house, serviced apartment, mess, chummery ,hotel, restaurant, nursing home, club ,school or other public gathering place.
 - (f) No Alteration: Not after modify or in any manner change the (1)elevation and exterior color scheme of the Said building complex and (s)design and /or the color scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Transferees shall compensate the Developer as estimated by the Developer.

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- (g) No Structural Alteration: Not after ,modify or in any manner change the structure or any civil construction in the Said Flat & Covered Garage and Appurtenances or the Common Portions or the Said building complex.
- (h) No Sub Division: Not sub-divide the Said Flat & Covered Garage and Appurtenances and the Common Portions, under any circumstances.
- (i) No Changing Name: Not change /alter/modify the names of the Said building complex from those mentioned in this Deed of transfer.
- (j) No Nuisance and Disturbance: Not use the Said Flat & Covered Garage or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance, to other occupants of the Said building complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights comforts or convenience of other occupants
- (k) No Storage: No or Cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (I) No Obstruction to Developer/Association: Not obstruct the Developer/Association (upon formation)in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said Flat & Covered Garage and Appurtenances)Provided that it will not become impossible to stay in the flats /floor below the roof top.
- (m) No Obstruction of Common Portions: No obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat & Covered Garage.
- (n) No Violating Rules: Not violate any of the rules and /or regulations laid down by the Facility manager/Association for the use of the Common Portions.
- (o) No Throwing Refuse: Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- (p) No Injurious Activities: Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat & Covered Garage, or the Common Portions.
- (q) No Storing Hazardous articles: Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said Flat & Covered Garage.
- (r) No Signboard: Not put up or affix any signboard, name plate or other things or other similer articles in the Common Portions or outside walls of the Said Flat & Covered Garage /Said building complex save at the place or places provided there for provided that this shall not

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- prevent the Transferees from displaying a standardized name plate outside the main door of the Said Flat & Covered Garage.
- (s) No Drawing Wire/Cable: Not affix or draw any wire ,cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association
- (t) No Floor Damage: Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) No Installing Generator: Not install or keep or run any generator in the Said Flat & Covered Garage.
- (v) No Use of Machinery: Not install or operate any machinery or equipment except household appliances.
- 10.1.7 Roof Rights: A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building complex shall belong to the Developer with right of exclusive transfer and the Transferees specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Transferees specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.
- 10.1.8 No Right in other Areas: The Transferees shall not any right in the other portions of the Said property and the Transferees shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Said other portions
- 10.2 Developers Covenants: The Developer covenant with the Transferees and admits and accepts that:
- 10.2.1 Completion of transfer :Subject to the Transferees performing the terms and conditions of this Deed of transfer ,the transfer of the Said Flat & Covered Garage and appurtenance shall be completed by the Developer by executing conveyance in favor of the Transferees.
- 10.2.2 No Creation of encumbrance: The Developer shall not create any charge ,mortgage, lien and/or shall not sell transfer ,convey and/or enter into any Deed of transfer with any person other then the Transferees in respect of the Said Flat & Covered Garage and appurtenance , subject to the Transferees fulfilling all terms ,conditions and obligations of this Deed of transfer.

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- 10.2.3 Documentation for Loan: The developer shall provide to the Transferees all available documents for the Transferees availing loan from Banks Financial Institutions to finance the Purchase of the Said Flat & Covered Garage and appurtenances.
- 11 Termination and its Effect:
- 11.1 Not Applicable for this in the case of share transfer.
- 12 Taxes
- Obligation Regarding Taxes: In the event of the Developer being made liable for payment of any tax (excepting Income Tax)duty, levy or any other liability under any statue or law for the time in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Deed of transfer or having entered into this Deed of transfer, then and in that event the Transferees shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Developer indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Transferees at or before the Date of Possession.
- 13 Defects
- 13.1 Decision of Architect Final: If any work in the Said Flat & Covered Garage and Appurtenance is claimed to be defective by the Transferees, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties, If directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitled the Transferees to refuse to take possession of the Said Flat & Covered Garage.
- 14 Association and Rules
- 14.1 Transfer of Deposits: The maintenance deposit mentioned in this Deed of transfer is to be paid by the Transferees to the Developer and shall be held by the Developer free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.
- 14.2 Rules of Use: The Said Flat & Covered Garage Appurtenance shall be held by the Transferees subject to such rules and regulations as may be made applicable by the Association from time to time.
- 14.3 Covenants Regarding Use: The Transferees agrees that the Transferees shall use the Said Flat &Covered Garage and Appurtenances subject to the following restrictions.
- 14.3.1 No Misuse of Water: The Transferees shall not misuse or permit to be misused the water supply to the Said Flat & Covered Garage.

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Partner

- 14.3.2 Damages to Common Portions: All damages to the Common Portions caused by the Transferees and/or family members, invitees or servants of the Transferees shall compensated for by the Transferees.
- 14.3.3 No Unlawful Act: The Transferees shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Facility Manager or the Association
- 14.3.4 Notification Regarding Letting: If the Transferees let out or sells the Said Flat & Covered Garage and Appurtenances or portion thereof the Transferees shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.
- 15. Force Majeure:
- 15.1 Circumstances of Force Majeure: The Developer not be held responsible for any consequences or liabilities under this Deed of transfer ,if the Developer is prevented in performing the obligation by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as(1)acts of God(2)acts Nature(3)act of War(4)fire(5)insurrection ,(6)terrorist action(7)civil unrest,(8)riots,(9)strike by material suppliers, workers and employees,(10)delay on account of receiving statutory permissions ,(11)delay in the grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority,(12)any notice ,order of injunction ,litigation, attachments etc and(13)any rule or notification of the Government or any other public authority or any act of Government such as change in litigation or enactment of new law ,restrictive Governmental laws or regulations (collectively Circumstances of Force Majeure)
- 16 Miscellaneous
- 16.1 Indian Law: This Deed of transfer shall be subject to Indian Law.
- 16.2 One Transaction: This Deed of transfer relates to the transaction recorded and contemplated herein and no other Transaction.
- 16.3 Confidentiality and Non-disclosure: The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to discloser such information /documents by judicial or administrative process
- 16.4 No Claim of Un-Enforceability: This Deed of transfer is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence none of the Parties shall have the right to claim un-enforceability of this Deed of transfer.

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17 Notice

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- Mode of Service: Notice under this Deed of transfer shall be served by e-mail or messenger or 17.1 registered post /speed post with acknowledgement die at the above mentioned addresses of the Parties, unless the address is changed.
- Alternative Dispute Resolution: 18
- Disputes: Disputes or differences in relation to or arising out of or touching this Deed of transfer or 18.1 the validity , interpretation , construction , performance ,breach or enforceability of this Deed of transfer (collectively disputes)shall be referred to the Arbitral Tribunal described in clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act 1996 with modifications made from time to time .In this regard ,the Parties irrevocably agrees that.
- 18.1.1 Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator ,who shall be an Advocate to be nominated by the Developer.
- 18.1.2 Place: The place of arbitration shall be Kolkata only
- 18.1.3 Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards /directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law .The interim/final award of the Arbitral Tribunal shall be binding on the parties.
- Jurisdiction 19
- District Court: In connection with the aforesaid arbitration proceeding, only the District Judge, North 19.1 24-parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Amalgamated Plot of Land)

ALL THAT piece and parcel of amalgamated plot of land measuring 6 (Six)Cottah 8(Eight) chittack be the same a little more or less, comprised in C.S. Dag No 271/490. R.S./L.R. Dag No 289, under C.S. khatiyan No17, R.S. khatiyan No 552, L.R. khatiyan Nos1353 &1423 lying and situated at Mouja-Jatragachi, J.L. No-24, Re.Sa. No-195, Touzi No174/179, P.S Rajarhat at present Newtown , A.D.S.R.O. Formerly Bidhannagar, Salt Lake City at present A.D.S.R.ORajarhat, Newtown , within the local limit of Jangra Hatiyara 2 no gram Panchayet, , in the District- North 24 Parganas, West Bengal butted and additional District Sub-Raditions bounded as follows:before they Town, North 24 Parquist

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ON THE NORTH

6 ft wide common passage

ON THE SOUTH

30 ft wide P.W.D Road

ON THE EAST

Dag No 291

ON THE WEST

6 ft wide common passage

THE SECOND SCHEDULE ABOVE REFERRED TO

(Subject Matter of Deed of transfer)

(Description of flat & Covered Garage)

ALL THAT piece and parcel of one independent residential flat being Flat No"B" on the 3RD floor, measuring 1116 Square Feet be the same a little more or less of Super Built Up area consisting Three Bed Rooms, One Drawing-cum-Dinning, One Kitchen, Two toilets & one balcony & also one four wheeler covered Garage at ground floor, lying and situated in the said building complex namely 'ECOZONE' at Jatragachi-North 24 Parganas, constructed upon the land described in the First Schedule hereinabove including proportionate share of undivided impartible land of First Schedule property including the rights of the use of common area in the building complex and the land as shown in the map or plan kept with the Developer including 20% service area.

Part II

(Description of share of Land)

ALL THAT piece and parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

Part -III

(Description of share of common areas & common amenities)

ALL THAT piece and parcel of proportionate impartible share of common areas & common amenities morefully and specifically described in the Third Schedule hereinafter.

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Portions)

Building Level:

Liability on all floors and Staircase of the Said Building

Lift Machine Room and lift well of the Said Building

Water reservers/tanks of the Said Building

Water Supply, pipeline in the Said Building (save those inside any Unit)

Drainage and sewage pipeline in the Said Building (save those inside any Unit)

Wiring, fittings and accessories for lighting of lobbies, staircase and other common

Portions of the Said Building

Space for Electricity meters

Ultimate roof of the Building

Complex Level

Water supply arrangement

Water pump/s and motor/s

Central drainage and sewage pipeline and connection with Municipality, if available

Wiring, fittings and accessories for lighting of common portions of the Said Complex

Installation for receiving and distributing electricity from supply agency

Boundary walls and main gates of the Said Complex .Internal Roads and walkways within

diddings blacks thereby Series I of their good out behald

the Said complex

Generator backup

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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specifications)

- 1 STRUCTURE: Building designed with R C C Frame structure which rest on individual column, design approved by the competent authority
- 2 EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar
- 3 INTERNAL WALL: 5'3" thick brick wall and plastered with cement mortar
- 4 FLOORING: Flooring is of Flat will be of vitrified tiles, Flooring of the Garage is cement.
- 5 BATHROOM: Bath room fitted upto 5'-6" height with glazed tiles of slandered brand
- 6 KITCHEN: Cooking platform and sink will be of Black Stone 2'-6" height standard, tiles above the platform to protect the oil spot.
- 7 TOILET: Toilet of Indian type pan/European type commode with standard P V C Cistern, all fittings are in standard type .One wash hand basin is in dinning Space.
- 8 DOORS: Sal Wood Frame Main Door & Other door palla of the flat of flash door .Hedge bolt on main entrance door ,anodized aluminum tower bolt in main door (Inside)
- 9 WINDOWS: Aluminum sliding window
- 10 WATER SUPPLY: Water supply round the clock
- 11 PLUMBING: Toilet concealed wiring with PVC Pipe with two bibcock ,one shower in toilet ,all fittings are standard quality.
- 12 VERANDAH: Verandah grill will provide up to 2'-6"height from 1'-0"top of floor
- 13 LIFT: Four persons capacity lift will be provided

ELECTRICAL WORKS:

- 1 Full concealed wiring with copper conduit
- 2 In Bed Room: two light points , only one 5 amp plug , one fan point
- 3 Living /Dinning Room: two light points, two fan points, one 5amp plug, one 15 amp plug (as

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per required area)

- Kitchen: One light point, one exhaust fan point and one 15 amp plug point.
- Toilet: One light point, one 15 amp plug point, one exhaust fan point
- Varandah: One light point
- One light point at main entrance 7
- Calling bell: One calling bell point at the main entrance

PAINTING:

- a) Inside wall of the flat will be finished with plaster of paris and external wall with Super snowcem or equivalent
- b) All doors and Windows frame painted with two coats white primer.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be made by the Transferees

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expences/Maintenance Charges)

- 1 Common Utilities: All charges and deposits for supply operation and maintenance of common utilities.
- 2 Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment of the said building complex
- 3 Fire Fighting: Cost of operating and maintaining the fire fighting equipments and personnel, if any
- 4 Association: Establishment and all other capital and operational expenses of the Association
- 5 Litigation: All Litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

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- 6 Maintenance: All costs for maintaining ,operating, replacing, repairing, white washing , painting, decorating ,re-decorating ,re-building , re-constructing ,lighting and renovating the common portions [including the exterior or interior (but not inside a ny unit)walls of the said building complex]
- 7 Operational: All expenses for running and operating machinery, equipments and installations comprised in the common portions including their license fees, taxes and other levels (if any) and expenses ancillary or incidental thereto and the lights of the common portions.'
- 8 Rates and Taxes: Municipal Tax surcharge Water tax and other levies in respect of the said building complex save those separately assessed on the buyer.
- 9 Staff: The salaries of and all other expenses on the staff to be employed for the common purpose, viz manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians etc including their perquisites, bonus and other other emoluments and benefits.

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2 3 APR 2014

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

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of

1 Down Lake

2 Sanget Nankar

Drafted by:

Md. Aynb Ali.
Adv.
Barasat Gurt

S. D. DEVELOPER

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Debasis Biswas

As constituted Attorney of RabindraKumarJaiswal & Neeraj@Niraj Jaiswal

Landowners/Vendors

S. D. DEVELOPER

Debasis Bismaser

Developer/Transferor

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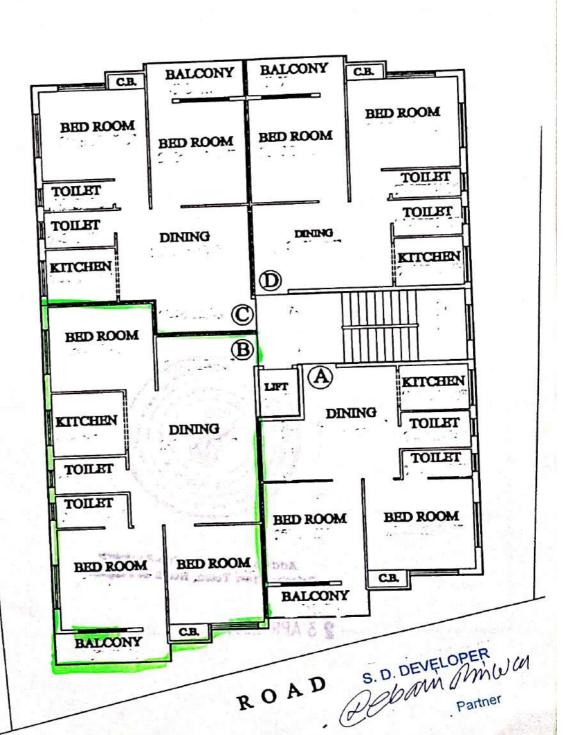
Subrata mondal

Transferee

AREA STATEMENT'S.

FLAT MKD.	CHARGABLE AREA			
(A)	763.00 SQFT.			
B	1116.00 SQFT.			
©	709.00 SQFT.			
(D)	771.00 SQFT.			



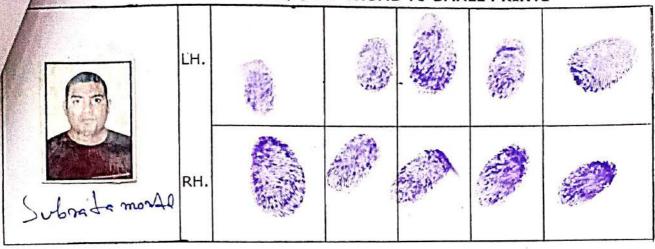


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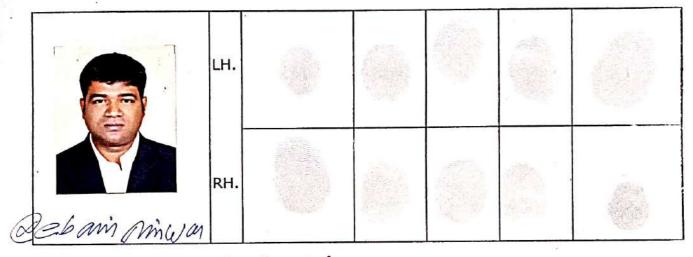
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WITH PHOTO

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

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS



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ATTESTED: Debain mico an

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ATTESTED :-



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

Endorsement For Deed Number : I - 04727 of 2014 (Serial No. 05133 of 2014 and Query No. 1523L000008046 of 2014)

on 23/04/2014

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

Presented for registration at 21.00 hrs on :23/04/2014, at the Private residence by Debasis Biswas ,Executant.

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

Execution is admitted on 23/04/2014 by

 Subrata Mandol, son of Ashok Kumar Mandol, Jatragachi, Ghuni, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Business Identified By Soumen Laha, son of Banamali Laha, 14, Chinar Park, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700157, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

 Debasis Biswas, Representative of Partner, M/s. S. D. Developers, Salua Roypara, R - Gopalpur, Kolkata, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700136. as the constituted attorney of 1. Rabindra Kumar Jaiswal 2. Neeraj Kumar Jaiswal alias Niraj Jaiswal is admitted by him.

Identified By Soumen Laha, son of Banamali Laha, 14, Chinar Park, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700157, By Caste: Hindu, By Profession: Service.

(Debasish Dhar) Additional District Sub-Registrar

On 25/04/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 41385/- is paid , by the draft number 623450, Draft Date 22/04/2014, Bank Name State Bank of India, Rajarhat Township, received on 25/04/2014

(Under Article : A(1) = 41371/- ,E = 14/- on 25/04/2014)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-37,62,000/-

29 APR 2014

Additional District Sub-Registre

Additional District Sub-Registre

New York, North 34 Pares

(Debasish Dhar)

(Depasish Dhar) Additional District Sub-Registrar

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 04727 of 2014 (Serial No. 05133 of 2014 and Query No. 1523L000008046 of 2014)

Certified that the required stamp duty of this document is Rs.- 225740 /- and the Stamp duty paid as: Impresive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 50/- is paid , by the draft number 122891, Draft Date 25/04/2014, Bank : State Bank of India, CHINAR PARK, RAJARHAT, received on 25/04/2014
- 2. Rs. 225640/- is paid , by the draft number 623449, Draft Date 22/04/2014, Bank : State Bank of India, Rajarhat Township, received on 25/04/2014

(Debasish Dhar) Additional District Sub-Registrar

Additional District Sub-Resil

2 9 APR 2014 Additional District Sub-R

EndorsementPage 2

acate of Registration under section 60 and Rule 69.

egistered in Book - I CD Volume number 8 Page from 600 to 628 being No 04727 for the year 2014.



(Debasish Dhar) 29-April-2014 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal