

Drafted by:

Proddip Kumar Basha

Advocate

9867531477

Alipore Police Court

Kolkata - 700027

DEVELOPMENT AGREEMENT



SMT. SILA BISWAS & OTHERS

LAND OWNERS

AND

M/S.DREAM HEIGHT CONSTRUCTION

ITS PARTNERS

SMT. MITHU CHAUDHURY

SMT. TUMPI MUKHERJEE

SRI PRADIP SAHA

SMT. KAJAL GHOSHAL

DEVELOPERS/CONTRACTORS

Drafted by :
Prodip Kumar Basu

Advocate

*WB/153/1977
Alipore Police Court
Kolkata - 700027.*

08/02

I-8006/13

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

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Handwritten notes: No 17165/13, V.C.N. 1849/13, 27/10/13



DEVELOPMENT AGREEMENT

07 OCT 2013

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THIS DEVELOPMENT AGREEMENT made this 7th day of October 2013, BETWEEN (1) SMT. SILA BISWAS, wife of Late Ashok Kumar Biswas and daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation-Retired, residing at R.K. Mission Pally, Sonarpur, Kolkata-700150, (2) SMT. SIPRA CHOSH, wife of Late Ajit Kumar Ghosh and daughter of Late ...

781 5/10/13
M/s. Sit/Sr. Dream Height Contrd
Address: 11 C. Nankar Para Road
P. S. Hazidapur, P. O. Paschim
Vendor: [Signature]

VC-1849/13
Santosh Kr. Dey
ALIPUR POLICE COURT
Kolkata - 27

[Signature]

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2/12/12

DREAM HEIGHT CONSTRUCTION

[Signature]
Partner

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01 OCT 2012

Sida Biswas

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3 Sgd by [Signature]
Identified by [Signature]
Vandij Sale.

(3) SRI SAJAL ROY CHOWDHURY, son of Late Prakash Chandra Roy Chowdhury, by faith-Hindu, by occupation -Retired Person, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (4) SRI SHYAMAL ROY CHOWDHURY son of Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Business, residing at Harinavi, P.S. Sonarpur, Kolkata-700148, (5) SMT. MILAN ROY CHOWDHURY, wife of Late Swapan Roy Chowdhury and daughter-in-law Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Housewife, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (6) SMT. SAYANTINI NATH, wife of Sri Samar Nath and daughter of Late Swapan Roy Chowdhury and granddaughter of Late Prakash Chandra Roy Chowdhury, by faith - Hindu, by occupation -School Teacher, residing at Vill. Gajipur, Abhoy Dakter Lane, P.O. Rajpur, P.S. Sonarpur, Kolkata-700149, (7) MS. SABORNI ROY CHOWDHURY, daughter of Late Swapan Roy Chowdhury, and grand daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation -Unemployed, residing at 35, N.S. Road, Harinavi, Sonarpur, Kolkata-700150, Owner no 1 to 7 collectively called and referred to as the owners of Unit No.1, (8) SRI SANTIMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (9) SRI SUDHAMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (10) SRI SAKTIMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Govt.Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (11) SRI MRINMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (12) SMT. MALAYA CHATTERJEE, wife of Late Chittaranjan Chatterjee and daughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -School Teacher, residing at 100, Mitra Para Second Lane, P.O. & Vill. Harinavi, P.S. Sonarpur, District 24-Parganas (South), (13) SMT. DALIA NASKAR, wife of Gopal Chandra Naskar and daughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 251, K.M. Roy Chowdhury Road, Dakshin Jagaddal, P.S. Sonarpur, District South 24-Parganas, (14) SRI

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4 Shyamal Roy Chowdhury

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5 Milan Roy Chowdhury

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6 Gayantini Nath 07 OCT 2013

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7 Sabari Roy Chowdhury

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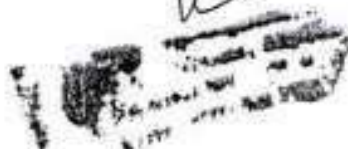
8 Sakti Das Roy Chowdhury

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9 Sudhakar Roy Chowdhury

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Soumita Nath (Bhattacharyya)

SAMIR NATH, husband of Late Jenia Nath and son-in-law of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, (15) SRI SOUVIK NATH, son of Sri Samir Nath and Late Jenia Nath, grand son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Student, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, (16) SMT. SUSHMITA GHOSH (NATH), wife of Sri Netai Ghosh and daughter of Sri Samir Nath and Late Jenia Nath and granddaughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 17, Swarnakar Para, P.O. & Vill. Rajpur, P.S. Sonarpur, Kolkata-700149, District 24-Parganas (South), (17) MS. SOUMITA NATH BHATTACHARYYA, wife of Sri Nabendu Bhattacharyya and daughter of Sri Samir Nath and Late Jenia Nath and granddaughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 25, Sonali Park, Bansdrani, Kolkata. Owner 15 to 17 collectively called and referred to as the Owners of Unit No. 2. (18) SMT. CHITRA ROY CHOWDHURY, wife of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (19) KAMALESH ROY CHOWDHURY, son of Late Anil Kumar Chowdhury, by faith -Hindu, by occupation -Retired, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (20) SRI SANKAR ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (21) SRI GOUTAM ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (22) SRI AMITAVA ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148. Owner no 18 to 22 collectively called and referred to as the owner of Unit No. 3, hereinafter called and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context of subject be deemed to mean and include their respective heirs, executors, legal representatives, administrators, nominees and/or assigns) of the FIRST PART.

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1. Santimay Roy Chowdhury.

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2. Minamoy Roy Chowdhury

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12 Malaya Chatterjee

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13 Dalia Pal Kae.

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14 Sankar Nath

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15 Sourik Nath

Sankar Nath
Sankar Nath.



01 OCT 2013

AND

AND TITAN HEIGHT CONSTRUCTION, a partnership Firm, having its registered office at TIC, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700082, duly represented by its partners namely (1) SMT. MITHU CHAUDHURY, wife of Late Premjit Chaudhury, by faith-Hindu, by occupation-Business of Village at Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin - 743273, District North 24 Parganas (2) SMT. TUMPI MUKHERJEE, wife of Sri Prosenjit Mukherjee, by faith-Hindu, by occupation-Business of 79, Nirupama Debi Road, P.O. & P.S. Baranpore, Pin-742101, District Murshidabad, (3) SRI PRADIP SAHA, son of Late Mangal Pada Saha, by faith-Hindu, by occupation-Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata-700082, (4) SMT. KAJAL DEBCHAL, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation-Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin 712612 hereafter called and referred to as the "DEVELOPER" (which expression shall not be excluded by or repugnant to the context of subject be deemed to mean and include the successors-in-office, legal representatives, administrators, nominees and assigns) of the SECOND PART.

WHEREAS:

- (i) Late Purna Chandra Roy Chowdhury was the Owner, title holder and possessor in respect of Land measuring 30 Decimal in C.S. and R.S Plot No. 346 under R.S. Khatian 105,85, under R.S Khatian No 947, 1374,1373,1371, 1375 and a Pond (pond) measuring about 24 Decimal in C.S and R.S Plot No. 347 under R.S. Khatian 947, 1374,1373, 1371 along with Land (Bagan) measuring about 16 Decimal in C.S. and R.S Plot No. 346/417 under R.S. Khatian No.1376,1374,1372 in Total 90 Decimal of land within Mouza - Harinavi, Pargana Medannolla, Sub registration office Sonarpur, J.L No 36, Touji No.109, R.S No151, P.S. - Sonarpur, District - South 24 Parganas, R.S No 151, Touji No 109 within Rajpur Sonarpur Municipality along with other properties and his name was duly recorded in the C.S. Record of Rights.
- (ii) Late Purna Chandra Roy Chowdhury died intestate leaving behind him his heirs namely Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury as

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16 Submita Ghosh (Nath)

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17 Soumita Nath (Bhattacharya) =

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18 Chitra Roy Chowdhury

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19 Kamalini Roy Chowdhury

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20 Bankim Roy Chowdhury



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21 Soumita Roy Chowdhury


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22 Anitava Roy Chowdhury

Identified by
Sandip Saha
H. & S. Saha Saha

the only legal heirs and Successors and after the death of said Purna Chandra Roy Chowdhury, his said four sons namely Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury became the joint owners title holders and possessors in respect of the said land as the wife of said Purna Chandra Roy Chowdhury has also died.

Thereafter sharing enjoying and possessing the said plots of land, by way of inheritance the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury entered their names in the R.S. ROR in respect of the said Plots of land in R.S. Khatian being no 947, 1374, 1373, 1371, 1375, 948, 1376, 1374, 1372, C.S. Khatian No 105,85, C.S and R.S Dag No 347, 346, 346/417.

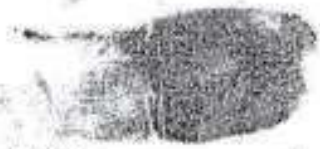
(d) That for better and proper use of the said landed property including pond and bagan the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury by executing and registering a Partition Deed dated 21-04-1971 duly partitioned the said landed properties including pond and Bagan amongst themselves. The said Partition Deed was registered in the Office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 19, Pages 5 to 14 being Deed No. 1171 for the year 1971.

(e) As per the said Partition Deed the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury jointly got 30 decimal plot of land in R.S. Dag No. 346 including 2 decimals of land as common passage (Prakash Chandra Roy Chowdhury- 3 decimal bastu land, Sunil Kumar Roy Chowdhury- 5 decimal bastu land, Anil Kumar Roy Chowdhury- 5 decimal bastu land, Probodh Kumar Roy Chowdhury- 9 decimal bastu land, Common passage- 2 decimal, Ezmal 5 decimal). The said Prakash Chandra Roy Chowdhury got 15 decimal of land (Bagan) in Plot No. 346/417 under khatian no 948, 1376, 1374, 1372, and he also got 3 decimal Bastu land in Dag No 347 and marked as Block "A" in the said Partition Deed. Said Sunil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land in Plot No. 346/417 and marked as Block B in the said Partition Deed, and Anil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8



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DREAM HEIGHT CONSTRUCTION
Mittha Chaudhary
Partner



3284

DREAM HEIGHT CONSTRUCTION
Tumpi Mukherjee
Partner



3285

DREAM HEIGHT CONSTRUCTION
Kajal Ghoshal
Partner

Jandiy Lake,
Lt. Narayan Parda Lake,
225 M.G. Rd.
Haridwar. Dist. Garo.



decimal of land (Bagan) in Plot No. 346/417 and marked as Block C in the said Partition Deed and Said Probodh Kumar Roy Chowdhury got 9 decimal of land in Plot No. 346 and 5 decimal of land (Bagan) in Plot No. 346/417 marked as Block D in the said Partition Deed and Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury jointly got 6 decimal Bastu land as Ezmal land and 2 decimal land as common passage and Tank measuring about 24 decimal in Dag No 347 and their names were duly recorded in the record of RGR.

That the said Prakash Chandra Roy Chowdhury during possessing and enjoying the said land died intestate on 10/8/1987 leaving behind him his three sons namely Swapan Roy Chowdhury, Sajal Roy Chowdhury, Shyamal Roy Chowdhury and two daughters namely Shila Biswas and Sipra Ghosh and after the death of said Prakash Chandra Roy Chowdhury his said sons and daughters became the owners of the properties left by Prakash Chandra Roy Chowdhury as his wife Laxmi Roy Chowdhuri has also died. The said Swapan Roy Chowdhury also died on 6/5/2011, leaving behind his wife Milan Roy Chowdhury and two daughters namely Sayantini Nath and Saborni Roy Chowdhury and they became the owners of the properties left by said Swapan Chowdhury.

That the said Sunil Kumar Roy Chowdhury during possessing the said land died intestate on 7/12/1984 leaving behind him his four sons namely Santimoy Roy Chowdhury, Sudhamoy Roy Chowdhury, Saktimoy Roy Chowdhury, Mrinmoy Roy Chowdhury and three daughters namely Malaya Chatterjee, Jenia Nath and Julia Naskar and after the death of said Sunil Kumar Roy Chowdhury his said sons and daughters became the owners of the properties left by Sunil Kumar Roy Chowdhury as his wife Kalyani Roy Chowdhuri has also died. The said Jenia Nath also died on 21/04-2010 leaving behind his Husband Samir Nath, Son Souvik Nath and two daughters namely Sushmita Ghosh (Nath) and Soumita Nath (Bhattacharyya) and they became the owners of the properties left by said Jenia Nath.

That the said, Anil Kumar Roy Chowdhury during possessing and enjoying the said property died intestate on 11/1/1980 leaving behind him his wife Chitra

Sourmita Nath (Bhattacharyya)

Roy Chowdhury, four sons namely Kamalesh Roy Chowdhury, Sankar Roy Chowdhury, Goutam Roy Chowdhury and Amitava Roy Chowdhury and after the death of said Anil Kumar Roy Chowdhury his said wife and sons became the owners of the properties left by Anil Kumar Roy Chowdhury.

That the said Probodh Kumar Roy Chowdhury during enjoying and possessing the said property sold a part of his inherited Bastu land in R. S. Dag No.346 to Smt.Chitra Roy Chowdhury & others measuring about 7 Chitak including a portion of house vide Deed No.7468 for the year 1992 and another 1 cottah 7 Chitak of said land in Dag No.346 out of his "D" Block property by virtue of another deed of sale being No.7469 of 1992. Thereafter the said Probodh Kumar Roy Chowdhury died intestate on 31/7/1995 leaving behind him his only sons namely Samar Roy Chowdhury, and one daughter namely Tapati Mitra and after the death of said Probodh Kumar Roy Chowdhury his said son and daughter became the owners of the properties left by Probodh Kumar Roy Chowdhury as his wife Bela Roy Chowdhury was predeceased on 24/12/1964

That the said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money sold, transferred their entire land in Plot No. 346 in Block D of the said Partition Deed by three registered Deed of Sale. The said Samar Roy Chowdhury and Tapati Mitra by executing a registered Sale Deed sold, transferred and conveyed 1 Katha 10 Chittak 06 Sq. Ft. bastu land and the structure standing thereon in Plot No. 346 in Block D of the said Partition Deed to Smt. Anukul Chandra Bala, the owner herein. The said Deed was duly registered in the office of the A.D.S.R Sonarpur and recorded in Book No.1, Vol. No. 68, Pages 217 to 224 being Deed No. 3802 for the year 2004. The said Samar Roy Chowdhury and Tapati Mitra by executing another registered Sale Deed sold, transferred and conveyed another 1 katha 10 Chittak 15 Sq. Ft. land in Plot No. 346 in Block D of the said Partition Deed to Smt. Dipa Bala. The said Deed was duly registered in the office of the A.D.S.R Sonarpur and recorded in Book No. 1, Vol No. 68, Pages 225 to 232 being Deed No. 3803 for the year 2004.

The said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money by executing and registering another Deed of Sale also sold transferred more in the Plot No. 346 to said Shyamal kumar Roy Chowdhury. The said

Deed was duly registered in the office of the A.D.S.R, Sonarpur and recorded in Book No. I, Volume No. 161, Pages 367 to 374 being Deed No 9516 for the year 2000 and released all their right, title, interest in the Plot No. 346 including the title, ownership and easement right in the common passages over the said Plot No. 346. Be it mentioned herein that in the said Deed though it was written that they sold two cottah of land but actually they handed over the possession of 3 satak of land and the structure to Shyamal Kumar Roy Chowdhury. Thus the said Prakash Chandra Roy Chowdhury, the predecessor of SILA BISWAS, SMT. SIPRA GHOSH, SRI SAJAL ROY CHOWDHURY, SRI SHYAMAL ROY CHOWDHURY, SMT. MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, and SABORNI ROY CHOWDHURY, the OWNER Nos. 1 to 7 herein by virtue of the said partition Deed jointly became the Owner of the demarcated land measuring 3 satak in Plot No. 346 herein after referred to as owner Unit No. 1 and undivided 1.5 satak ejmali land out of 6 decimal land in Plot No 346 and demarcated land measuring about 15 satak in plot no 346/417. Be it mentioned herein that Shyamal Kumar Roychowdhury apart from the said plot of land he also became the owner of a part of 1.5 satak ejmali land along with 340 square feet structure of the old 2 storied Building by virtue of sale Deed no 9516 for the year 2000, duly executed by said Samar Roy Chowdhury and Tapati Roy Chowdhury duly registered at the office of A.D.S.R, Sonarpur. Be it mentioned herein that Sajal Roy Chowdhury by way of sale made by his father during his lifetime Deed No. 661 for the year 1984 duly registered at the office of ADSR- Sonarpur became the owner of the said 3 decimal of land in Dag No 346 belonging to Prakash Chandra Roy Chowdhury on the frontal side and built a 2 storied building with shop room at the ground floor.

Be it mentioned herein that the said SRI SANTIMOY ROY CHOWDHURY, SRI SUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY CHOWDHURY, SRI SRINMOY ROY CHOWDHURY, SMT. MALAYA CHATTERJEE, SMT. MALA NASKAR, SRI SAMIR NATH, SRI SOUVIK NATH, SUSHMITA NATH (NATH), MS. SOUMITA NATH (Bhattacharyya), the OWNER Nos. 8 to 17 herein, hereinafter referred to as owners of Unit No. 2, being the legal heirs and successors of Late Sunil Kr Roy Chowdhury

Soumita Nath (Bhattacharyya)

jointly became the Owner of the undivided and demarcated land measuring 5 SATAK in Block B of the said partition Deed in Plot No. 346 and $1/4^{\text{th}}$ undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land (Bagan) measuring about 8 satak in plot no 346/417

- i) Thus the said SMT. CHITRA ROY CHOWDHURY, KAMALESH ROY CHOWDHURY, SRI SANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY and SRI AMITAVA ROY CHOWDHURY the OWNER Nos. 18 to 22 herein, hereinafter referred to as owners of Unit No. 3 being the legal heirs of Late Anil Kumar Roy Chowdhury jointly became the Owners of the undivided land measuring about 5 satak more or less. in Plot No. 346 and $1/4^{\text{th}}$ undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land measuring about 8 satak in plot no 346/417
- ii) That thus the owners herein now became the absolute owner, title holder possessor in respect of 11 Cottah 1 Chittack 9 sq. ft. bastu land more or less including 2 satak common passage out of total land measuring 30 decimal of land along with structures thereon which is morefully mentioned hereunder under the heading SCHEDULE - "A".
- iii) The owners were in search of a competent promoter having necessary technical expertise and requisite financial solvency who should be able to develop the said land by constructing multi-storied building thereon comprising of several flats, car parking and shops for residential and commercial purpose.
- iv) The Developer had approached the owners with an offer to develop the said land and has shown a sketch plan for construction of one G +4 storied building on the said land comprising of several flats, Car parking spaces and shops for residential and commercial purpose.
- v) The owners have agreed to authorize the Developer to develop the said land described in the SCHEDULE "A" by constructing multi-storied building thereon containing apartments/flats as per sanctioned plan of Rajpur-Sonarpur Municipality after demolishing the existing structures thereon and The Developer

that have exclusive right to build up and to exploit commercially the said plot of land and to execute deed of exchanges with the owners of adjoining plot of land for amalgamation and to construct the new building upon the 'A' schedule land along with the amalgamated adjoining plot(s) in accordance with the plan to be sanctioned by the Municipality with or without any amendment and/or modification thereto or any other be made by the parties thereto.

The Developer has undertaken to take the necessary permission from the Urban Land Authorities and other necessary permission from the authorized officer appointed under the State Laws and Rajpur-Sonarpur Municipality in relation to the development and construction of the said multistoried building and to comply with all other provisions of Law of the State Government and Municipal authorities.

Before execution of this agreement, the owners have represented and warranted to the developers as follows :-

- i. That the said property is free from all encumbrances, charges, liens, mortgages, attachments, whatsoever or howsoever.
- ii. That there is no civil or criminal or other suit/cases is pending in respect of the SCHEDULE 'A' property in any Courts of law.
- iii. That there is no notice of acquisition or requisition received or pending in respect of the said property mentioned in the SCHEDULE-"A" hereunder or any part thereof.
- iv. That the owners have not entered into any agreement for development of the said property with any other developer and have absolute right and authority to enter into this agreement with the developer herein.

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

1. DEFINITION: Unless there is anything repugnant to subject or context,
the words :-

(a) OWNER : Shall mean SMT. SILA BISWAS, SMT. SIPRA GHOSH, SRI
RAJAL ROY CHOWDHURY, SRI SHYAMAL ROY CHOWDHURY, SMT.
MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, MS. SABORNI
ROY CHOWDHURY, SRI SANTIMOY ROY CHOWDHURY, SRI
UDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY
CHOWDHURY, SRI MRINMOY ROY CHOWDHURY, SMT. MALAYA
CHATTERJEE, SRI SAMIR NATH, SRI SOUVIK NATH, SUSHMITA
GHOSH (NATH), MS. SOUMITA NATH, SMT DALLA NASKAR, SMT.
CHITRA ROY CHOWDHURY, KAMALESH ROY CHOWDHURY, SRI
BANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY, SRI
ANITAVA ROY CHOWDHURY, or their legal heirs, executors,
administrators and representatives.

Soumita Nath (Chatterjee)

(b) DEVELOPER : Shall mean the partnership Firm "M/S. DREAM HEIGHT
CONSTRUCTION" (or any other name as would be approved by the Registrar of
Firms, a partnership Firm, having its registered Office at 11C, Naskar Para Road,
Kharavelapur, P.O. Paschim Putiary, Kolkata-700041, duly represented by its
partners, namely (1) SMT. MITHU CHAUDHURY, wife of Sri Kumar Premjit
Chaudhury, by faith -Hindu, by occupation -Business of Village and Post Khantura
Gobardanga, P.S. Habra, Pin - 743273, District North 24-Parganas (2)
SMT. KAMPI MUKHERJEE, wife of Sri Prosenjit Mukherjee, by faith -Hindu, by
occupation -Business of 79, Nirupama Debi Road, P.O. & P.S. Berhampore, Pin -
742101, District Murshidabad, (3) SRI PRADIP SAHA, son of Late Narayan Pada
Saha, by faith-Hindu, by occupation -Business of 2035, Mahatma Gandhi Road, P.O.
Haridevpur, Kolkata -700082, (4) SMT. KAJAL GHOSHAI, wife of Sri Mantu
Padu Ghoshai, by faith Hindu, by occupation -Business, residing at Vill. & P.O.
Kharavelapur, P.S. Goghat, District Hooghly, Pin 712612

- c) **SAID PREMISES:** Shall mean land measuring 11 Cottah 1 Chittak 9 Sq. Ft. Bastu land out of 30 decimal of land within District - South 24 Parganas, P.S. and S.R. - Sonarpur, Mouja - Harinavi, J.L. No. 36, Pargana - Medonmalla, within C.S. Khatian No 105,85., C.S. and R.S. Dag No. 346, R.S. Khatian No 947, 1374, 1371, 1373 at present within Rajpur-Sonarpur Municipality Ward No. 18, more fully and more particularly described in the Schedule 'A' hereunder written.
- d) **BUILDING :** Shall mean G + IV storied building to be constructed by the developer at the said premises in accordance with the plans to be sanctioned by Rajpur-Sonarpur Municipality.
- e) **THE PLAN:** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Rajpur-Sonarpur Municipality, Building Department in accordance with law.
- f) **FLAT :** Shall mean a separate residential unit comprised in the building to be constructed by the developer as per specification in Schedule 'F' hereinafter used or intended to be used for residential purpose and shall include an apartment as defined in Section 3(a) of the West Bengal Apartment Ownership Act, 1972.
- g) **CAR PARKING SPACE:** shall mean and include car parking space sanctioned by Rajpur-Sonarpur Municipality.
- h) **NET BUILT-UP AREA :** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, lift, lift room, durwan room, caretaker room, swimming pool if any, together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.

- ARCHITECTS* : shall mean any licensed qualified person having technical know how and experienced or such other person or persons may be appointed by the developer for designing and planning of the building and also for supervision.
- ADVOCATE* : shall mean Advocate Pradip Kumar Basu and his associates, practicing Advocates of Alipore Court, Kolkata - 700 027, who shall act all legal formalities professionally.
- FLAT OWNERS* : shall mean person, firm, limited company, association of persons to whom any saleable in the building may be transferred either by the Owners or by the Developer (including the owners and developers) if they or any of them retain any one or more units out of their respective allocations hereunder for their own respective use.
- COMMON FACILITIES AND AMENITIES* : shall mean and include ultimate roof of the building, common areas around the building, boundary walls, main gate, corridors, stair ways, passages, driveways, landings, common lavatories, pump room, tube well, under ground water reservoir, overhead water tank, water pump, motor and such other areas, amenities/facilities, installed by the Developer for common use by the flat holders in the building and which are not specified herein in Ownership Act, 1972.
- SALEABLE SPACE*: shall mean the covered space in the building available for independent and exclusive use and occupation including space required for common areas, amenities and facilities.
- OWNERS' ALLOCATION* : shall mean
- (A) For Owner Unit No.1 as aforesaid: 43% of the FAR (covered area) as per proposed plan to be calculated upon their land.
- (B) For Owner Unit No.2 as aforesaid: 43% of the FAR (covered area) as per proposed sanction plan to be calculated upon their land.

- (C) For Owner Unit No. 3 as aforesaid: 43% of the FAR (covered area) as per proposed sanction plan to be calculated upon their land.

The allotment to be made to the Owners together with proportionate right, interest, in common areas, facilities and amenities as in SCHEDULE-"D" hereinafter including the right to the use thereof.

DEVELOPER'S ALLOCATION : shall mean the remaining 57% area of the building project of the premises after providing the owners allocation aforementioned mentioned hereunder under the heading SCHEDULE-"C" with proportionate right, title, interest, in common areas and facilities including the right to the use thereof as described in the SCHEDULE-"D" hereunder.

- p) COMMON EXPENSES : shall mean and include all expenses to be incurred for the management, maintenance, upkeep, security and administration of the building and other common purpose and rendering the service in common to the unit holders as per Schedule 'E' hereunder.

ARTICLE - I SPACE ALLOCATION

On finalization of the Building Plan for construction of the New building or buildings at the said premises and the adjacent premises, the Landowners and Developer will choose flats, to comprise in the Landowners allocation as stated hereinabove which shall be as per the SCHEDULE-"B" hereunder written and the unit wise allocation shall be made in a supplementary Agreement with the Developer on obtaining sanctioned Building Plan from the local Municipality and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new Building or buildings at the said premises at its own costs and expenses. BE IT SPECIFICALLY MENTIONED here that for any dispute regarding the division of the Owners allocation i.e. allocated area/flat/unit amongst the Owners herein, the Developer shall not be liable or responsible in any manner whatsoever. AND FURTHER for any differences and dispute regarding the division of the Owner's allocation i.e. allocated area/flat/unit amongst the

Owners herein, the Developer and any party claiming under them or it's successive owner/owners right, title and interest in the said project out of the Developer's allocation shall not be hampered and/or stayed and/or effected in any manner whatsoever.

ARTICLE II- FORCE MAJURE

The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-rail, strikes (including by contractor/ construction agencies), lock out, local disputes, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owners right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE- III- COMMENCEMENT

This agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE -IV

DEVELOPER'S RIGHT OF CONSTRUCTION AND OTHER ANCILLIARY

The Owner hereby give the exclusive right to the developer to develop the said premises after demolishing the existing structure at the developer own cost as per building plans to be sanctioned by the Rajpur-Sonarpur Municipality or other authorities as the case may be by constructing the buildings thereupon complying all the existing building rules and direction of Rajpur-Sonarpur Municipality and to commercially exploit the said premises in any manner as the Developer may chose including execution of Deed of Exchange with the owners of adjoining plots of land for amalgamation to construct new Building(s) on the amalgamated land. The said right of the Developer shall be binding to the owners absolutely.

At any time hereinafter the Developer shall exclusively be entitled to and/or have the following right:

Subject to the approval of the building plans by the local Municipality to construct the proposed building at the said premises on behalf of Developer and/or the Developer's nominee or nominees and/or their respective transferee or transferees and/or such person or persons interested to acquiring portions of the proposed building or any part thereof and the Owners in any circumstances shall not cause any interference or hindrance during the period of construction of the building by the Developer. The Developer shall arrange for preparing the Building plan by a reputed Architect and obtain sanction from Rajpur-Sonarpur Municipality at their own cost for construction of G+4 or any type of Building(s) with higher number of floors.

f) To apply for and obtain quotas, entitlements, and/or other allocation of or for cement, steel, bricks and other construction materials or equipment in the name of the Owners but at the cost of the Developer, for the construction of the proposed building.

g) To apply for and obtain temporary and/or permanent connection for electricity, gas, water, power, sewer, and other connections and/or other lines for essential services and/or utilities required for the building and/or any part thereof.

h) All costs, charges, and expenses, for carrying out the rights and/or entitlements of the Developer and the Owners in terms hereof, as aforesaid shall be borne and paid by the developer absolutely.

i) The Owners shall forthwith on being require by the Developer sign, execute and deliver all plans, papers and/or documents to the Developer to enable the Developer to any out effectually the rights and/or entitlement of the Developer hereunder.

j) The Owners shall also grant and extend all co-operations and/or assistance as may be reasonably required and/or demanded by the Developer from time to time to enable the Developer to carry out the right and authorities and/or entitlements of the Developer in terms hereof. Owner shall hand over all original Title Deed, Parcha etc for the purpose of completion of successful project.

k) For more fully effectuating the rights and/or authorities and/or entitlements of the Developer in terms of these deeds represents the Owners shall simultaneously with the execution of this deeds represents grant in favour of the Developer a General Power of Attorney empowering the Developer with

requisite power for completion of construction and sale and transfer their allocation to the prospective buyers of the flats.

9. The Owners further agree to grant in favour of the Developer from time to time such other powers and/or authorities as may be necessary and be reasonably required by the Developer for more fully effectuating the rights authorities and/or entitlements of the Developer in terms of these presents.

ARTICLE-V

DEVELOPER'S OBLIGATION FOR CONSTRUCTION

6. The Developer shall proceed with the preparation and sanction of the building plans and construction of the proposed building and shall commence the construction within three months from the date of sanction of the building plan by Rajpur-Sonarpur Municipality and shall complete the construction within 24 months from the date of obtaining sanction plan subject to force measure reasons litigation, case, legal proceedings, of any nature initiated by any third party and/or because of any default and/or leaches on the part of the Developer and/or reasons beyond the control of the Developer in which event the time to complete the construction of the proposed building shall, subject to consent of the Owners, stand extended from time to time. On expiry of such extended period the Developer shall be duty bound to pay compensation to each unit holder @Rs.5,000/-per month till the time of handing over the possession of the Owners' allocation to the owners.
- a) The specification of construction of the proposed building shall be generally those as are normal in a residential building but shall not be in any way inferior to the specifications as contained in the Schedule 'F' hereunder written.
- b) The construction of the proposed building shall be strictly in accordance with the sanctioned plans or building rules and regulations prescribed under the Municipal Act and the developer firm shall indemnify and keep the owner saved, harmless, and indemnified in respect of any deviation and all action, proceedings, claims, demands, and expenses arising there from.

- c) The Developer shall be bound and obligated to submit a copy of the sanctioned plan of the building to the Owners before commencement of construction.
- d) The Developer shall pay Shifting charge to the owners of each unit @Rs.4,000/- per month from the date of handing over the possession of vacant building to the developer till owners' allocation is handed over to the owners of each unit.

ARTICLE - VI - POSSESSION

- 7 (a) Within one month from the day of the execution of these presents the Owners shall put the Developer in exclusive possession of the said premises described in the SCHEDULE 'A' hereunder written. The possession and the rights of the Developer in respect of the said premises by virtue of this agreement hereto and in pursuance hereof shall not be disputed, challenged, disturbed, by the Owners in any manner. Such possession shall be permissive possession only and not possession under Section 53A of the Transfer of Property Act, 1882.
- (b) The Developer shall go on paying shifting charges @ Rs 4000/- per month to each unit Holder until and unless they are put into the possession of their respective portion in the proposed building

ARTICLE - VII - SPACE ALLOCATION AND RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES IN RESPECT THEREOF

- 8. On completion of construction of the building the Owners and the Developer shall become exclusively entitled to their respective allocations.
- a) Upon finalization of the Building Plan for construction of the new building or buildings at the said premises, the Landowners and Developer will choose their respective flats and car parking space mutually and their respective allocation would be covered up by a unit-wise supplementary agreement.
- b) The Developer shall in completion of construction of the building give notice to the Owners for taking possession of the Owners allocation and within 7 days from the date of such notice the developer shall transfer possession to the Owners and the Owners shall take to be deemed to have such possession.

- c) *The Developer shall be entitled to give delivery of possession of the flats, car parking space, shop from the building project to the intending purchaser/purchasers out of Developer's allocation only after giving delivery of possession of the flats to the Owners out of owner's allocation as mentioned herein.*
- d) *The parties hereto shall sign, execute, and perfect all such deeds, documents and/or other papers and writings as may be necessary and be required to enable the Owners to become the absolute Owners of the Owners allocation and the Developer and/or its nominees or their respective transferees to become the absolute Owners of the Developer's allocation.*
- e) *The Owners shall in the manner as may be required by the Developer join as vendors or confirming parties to any agreements, conveyances and other documents that the Developer may decide to enter into with any person or persons in respect of and limited to the Developer's allocation.*
- f) *All amounts receivable under such agreements and/or other documents in respect of the Developer's allocation shall be received by the Developer absolutely and the owners shall have no claim in respect of the said money.*
- g) *The Owners do hereby nominate, constitute and appoint the developer as their true and lawful attorney for the purpose of transferring, selling, conveying and/or assigning only the developers allocation and/or any part or portion thereof and/or any of the interest therein and for the said purpose for signing all writings, agreements, conveyances, and/or other documents and perfecting such deeds, writings, and documents by registration thereof and the Owners do hereby further agree to grant in favour of the Developer or its nominee or nominees such other power and/or authorities as may time to time be required by the developer for the purposes aforesaid.*
- h) *All costs, charges, and expenses for stamp duty and registration charges and all kinds of taxes, levies payable on all such writings, agreements, deeds and/or other documents in respect of the Developer and/or its nominees shall be borne and paid by the Developer and / or respective*

transferee and those payable for and in respect of the Owner's allocation shall be paid and borne by the Owners.

- Each of the parties shall keep the other saved, harmless and indemnified against their respective liabilities and claims, demands, losses, damages, costs, expenses, actions and/or proceeding out of non-payment of the respective liabilities as aforesaid.

ARTICLE-VIII- TRANSFER OF THE DEVELOPER'S ALLOCATION

- In consideration of the Developer developing the said premises and constructing the Owner's allocation without claiming any costs of construction from the Owners the Developer shall be entitled to their allocation for transfer of their allocation to their nominees absolutely.

- The sale, transfer and/or assignment shall be in favour of the Developer and/or its nominee or nominees and/or their respective transfer or transferees and/or their respective assignees.

- The sale shall be completed by such number of conveyances and/or other transfer documents as may be required by the Developer in respect of such portions and/or undivided shares in the land comprised in the premises and/or the building the Developer may at its absolute discretion thinks fit and proper.

ARTICLE- IX - CONSIDERATION

- In consideration of the Developer developing the said premises and construction of the building including the Owner's allocation without claiming any costs of construction from the Owners the Developer shall be entitled to exploit the Developers allocation commercially and the Owners having agreed to transfer the Developer's allocation to the Developer and/or its nominee or nominees as aforesaid.

- All costs of the construction of the Owners allocation shall be incurred absolutely by the Developer on behalf of the Owners and all such payments for such construction shall be deemed to be payments towards consideration herein. The certificate of completion of construction of the building issued by the architect shall be final and binding upon both the parties and the necessary completion certificate has to be obtained from Rajpur Sonarpur Municipality by the Developer after completion of the project.

The original title deed and all such documents and papers relating to the title in respect of the said premises shall simultaneously with the execution of this agreement shall be handed over by the owners to the developer on their accountable receipt and the Developer shall be entitled to hold the same till the completion of the construction of the building, after the construction is completed, the said deed and documents shall be delivered to the Owners or owner's association. Each of the parties hereto and/or their men, agents, servants, upon due notice in writing and at their respective costs be entitled to inspect such title deeds and cause production thereof before any authority or authorities as may be required.

c) The owners would be entitled to receive adjustable advance of Rs.4, 00, 000/- (Rupees Four Lakh) only from the Developer out of which the owners of unit no.1 and 3 will get Rs.1, 00, 000/- each and the owners of unit no.2 will get Rs.2, 00, 000/- only and that would be adjusted from their respective allocation at market rate.

ARTICLE -XI- MISCELLANEOUS

The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed or constructed as a partnership between the Owners and the Developer but as a joint venture or joint ventures between the Owners and the Developer nor shall the Owners and the Developer in any manner constitute an association of persons.

15. The Owners and the Developer have agreed on the following residual clauses for proper and timely implementation of the project.

a) The name of the Project has been proposed to be "Purna Chandra Apartment" or in any other name as would be chosen by the parties mutually

b) The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the by the existences of any force majeure as defined in Article -II, Point No. 2 herein above, or on account of legal proceedings initiated by any third party but not due to defaults and/or laches of either of the respective parties and that obligation of the party affected by the force majeure or reasons or any legal proceedings and other unforeseen

circumstances beyond control shall be suspended for such period till the force majeure or reason beyond control would exist.

If from time to time to enable the constructional work of the building by the Developer various deeds, matters and things, not herein specifically referred to may be required to be executed and various other applications and other documents may be required to be signed or made by the Owners relating to which specific provisions have been made herein the Owners authorize the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers and authorities as may be required by the Developer for the purpose and also undertake to sign, execute and affirm all such applications and other documents as may be required for the purpose with prior approval of the Owners and by giving prior information.

- d) Nothing in these presents shall be construed as a demise or assignment or conveyances in law by the owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the Developer other than exclusive license to the Developer firm to develop the said premises and to commercially exploit the terms hereof in respect of Developer's allocation only

e) That the demolished articles and all building materials, beams, doors/panels, frames, windows(iron and wooden) shall belong to the Developer and who shall be entitled to appropriate the sale proceeds thereof and the Developer shall bear the demolition cost of the existing structures.

f) That the Owners shall not be responsible or be liable for any default and/or breaches and non-compliances and/or, commission or commissions on the part of the Developer in any manner whatsoever without excluding anything in particular but including all acts relating to construction and incidental thereto.

g) That the Owners shall not be entitled to assign rights and entitlements of this agreement save and except sale/ transfer of flats out of their respective allocation.

h) That the Developer shall be fully entitled to assign all its rights, benefits, and entitlements arising out of this agreement by itself or by their nominees save and except exclusive right of construction/ development of the said premises granted to the Developer by the Owners in terms of this agreements.

That the Owners shall be entitled to inspect freely the constructional work including materials used by the Developer or by appointing any competent person/persons and the Developer shall not raise any objection to such inspection and shall be bound to rectify the defects/deficiencies noticed by the Inspector or any owner.

Notwithstanding anything contained in the agreement herein above, be it specially provided that the ultimate period during which the project shall be completed by the Developer in all respects up to and including obtaining of occupancy certificate shall under no circumstances exceeds 24 months to be computed, from the date of commencement of construction and/or obtaining sanction plan. If in case, the Developer fails to complete construction as above, in such case the Owner shall have every right and liability to take necessary remedial action as per relevant clause provided herein. However, the said period may be extended up-to 3 months on mutual consent

k) It is pertinent to mention here that if any of the parties herein for any reason changes their address, he/she must inform his/her new address to the other Parties in Writing, otherwise any communication, service of notices, summons, letters in the present address shall presumed to be a GOOD SERVICE.

l) Time shall be the essence of this contract and in default thereof, the owners shall have exclusive right to terminate this agreement and to enter upon a fresh agreement with a new Developer on payment of necessary project cost to the present Developer on actual basis.

ARTICLE XII- JURISDICTION

14. The High Court at Calcutta and/or Courts sub-ordinate thereto having jurisdiction shall entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

ARTICLE-XIII- ARBITRATION

15. In case of any dispute and difference by and between the parties hereto in any way concerning and relating to and/or arising out of this presents the same shall be referred to for Arbitration under the provisions of Arbitration and Conciliation Act, 1996.

THE SCHEDULE 'A' ABOVE REFERRED TO

16. THAT piece and parcel of land measuring 11 Cottah 1. Chittak 9 Sq. (11.09 decimals) more or less out of entire land measuring about 30 Decimal in

R.S. Pige No. 346 within District - South 24 Parganas, P.S. and S.R. - Sonarpur, Mouja - Harinavi, J.L. No. 36, Pargana - Medonmalla, R.S No 151, Touji No 109 within C.S. Khatian No.105, 85., C.S. and R.S Dag No. 346, R.S. Khatian No. 94, 1374, 1371, 1373, at present within Rajpur-Sonarpur Municipality, Ward No. 18. butted and bounded by:

ON THE NORTH: House of Late Kalipada Roy Chowdhury

ON THE SOUTH: Pond & G+4 Building of Chitra Roy Chowdhury & Others.

ON THE EAST: Land of Late Satya Charan Ghosh.

ON THE WEST: N. S. Road & 2 storied building of Sajal Roy Chowdhury.

THE SCHEDULE "B" ABOVE REFERRED TO

(OWNER'S ALLOCATION)

ALL THAT :

- (A) For Owners of Unit No.1 as aforesaid : 43 % of the FAR (covered area) as per proposed sanction plan to be calculated upon their 3 satak more or less (1205 sft) bastu land including common passage and apart from that Shyamal Kumar Roy Chowdhury shall get another 43% as per proposed sanction plan to be calculated upon his 300 sft of bastu land.
- (B) For Owner of Unit No.2 as aforesaid : 43 % of the FAR (covered area) as per proposed sanction plan to be calculated upon their 7 satak more or less including common passage (3211 sft) bastu land
- (C) For Owner of Unit No. 3 as aforesaid : 43 % of the FAR(covered area) as per proposed sanction plan to be calculated upon their 7 satak more or less including common passage (3262 sft) bastu land

The allotment to be made to the Owners together with proportionate right, title, interest, in common areas, facilities and amenities as mentioned in Schedule

thereafter includes the right to the use thereof.

THE SCHEDULE "C" ABOVE REFERRED TO

(DEVELOPER/2ND PARTY'S ALLOCATION)

ALL THAT remaining 57% area of the building project of the premises after providing the Owner's allocation aforementioned with proportionate right, title, interest in common area and facilities including the right to the use thereof as described in SCHEDULE "D" hereinafter.

THE SCHEDULE "D" ABOVE REFERRED TO

COMMON AREAS AND FACILITIES

1. Entire roof, corridors, Common paths, passage, courtyard and main entrances to the premises and to the building.
2. Common boundary walls and main gate.
3. Drainage and sewerage and all pipes and other installations for the same (except only those as the as the installed within the exclusive area of any unit and/or exclusive for its use).
4. Electrical installations and its room and/or meter room, electrical substation (if any) and all electrical wiring excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use.
5. Stair-case, stair-landing, and/or middle landings on all floors in the building.
6. Lobbies on all floors of the building and entire roof of the building.
7. Deep tube-well and/or corporation water and its installations.
8. Water pumps and water pumps room reservoir, water tanks and all plumbing installations for carriage of water (save only those as the exclusively within and for use of any unit) to and/or in respect of the building.
9. Lift, Darwan Room, Swimming pool if any.
10. Such other common parts, areas, equipment, installations, fittings, fixtures, and spaces or in or about the premises and the building as are necessary for passage to and/or user of the units in common by co-owners.

THE SCHEDULE "E" ABOVE REFERRED TO

COMMON EXPENSES

1. All costs of maintenance, operating, replacing, repairing, white washing, paintings, decorating, re-decorating, re-building, re-constructing, lighting the common portions in the building including their own walls.
2. The salary of all persons employees for the common purposes including darwan and security personnel.

2. All the costs and deposits for supplies of common utilities to the co-owners in common.
4. Municipal tax, water tax and other levies in respect of the premises and the building save and except those which are separately assessed for units.
5. Costs of formation and operation of the Owners association.
6. Costs of running, repairs and replacement of generator, transformer (if any) pumps and other common installations including their license fees, taxes and other levies (if any).
7. Electricity charges for the electrical energy consumed for the operation of the common service.
8. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
9. The office expenses incurred for maintenance of office for common purpose.
10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer on to be necessary or incidental or liable to be paid by the co-owners in common including such amount as may be fixed for creating fund replacement, renovation, painting and/or periodic repairing of the common portions.

THE SCHEDULE "F" ABOVE REFERRED TO
(GENERAL SPECIFICATION)

1. Structure: R.C.C. frame structure with R.C.C. foundation, column, beam, slab, staircase etc.
2. Wall: 200 mm. thick brickwork for external walls and 75mm./125mm. thick brick work with wire net for internal walls.
3. Wall: Internal walls and ceiling to be finished with plaster of paris over cement plaster. External walls to be finished with cement based paint of approved design and shade over cement plaster.
4. Floor: furnish skirting Silver gray Marble in floor and & Dado skirting, bed room, living and dining room, verandah, staircases, lobby, toilet, and kitchen. White ceramic tiles up to 1800 mm. high to dado in toilet and up to 900 mm. high to dado in kitchen.

5. Doors: Factory made hot pressed commercial type flush door shutter painted on both sides in timber frame for internal doors. PVC doors shutter in timber frame for toilet doors. Decorative timber panel door shutter polished on both sides with proper locking arrangements for main door. However the main entrance door would be made of C.P. tick wood.
6. Windows: Fully glazed shutter in standard Aluminum sliding to all windows with M.S. Grills.
7. Toilet fitting: White vitreous European/Indian type water closet with low-down cistern, wash stand basin in dining room, bib cock, shower etc. to be fitted in toilets.
8. Kitchen fitting: 7'5" stainless steel sink with bib cock in kitchen. All plumbing works inside kitchen to be concealed in wall. Kitchen Slab would be of granite stone.
9. Sanitary and Plumbing: Cast iron /PVC soil line and waste line of approved quality to be provided. PVC water distribution line of approved quality from overhead water tank for internal distribution of water to toilet and kitchen to be provided. Both hot and cold water mixture pipelines to be provided in toilet.
10. Water Supply system: Provision for 24 hours uninterrupted supply of Filter water to toilet and kitchen from overhead water tank or from underground water reservoir.
11. Electrical: All electrical wiring of approved quality to be concealed in walls and ceiling. Provision for sufficient number of light, fan, and plug points (5 points) in rooms, 1 extra point to be provided in toilet for geeser, kitchen, verandah etc. However 2nos 15 amp and 1no 5amp plugs with 1 point for chimney to be provided in kitchen. Installation charges of each Electric Meter for each unit shall be borne by the Owner for their respective Flat/Units to be payable at the time of Delivery of possession.
12. Lift facility would be provided.
13. Diesel generator or facility for connection of inverter in each unit shall be provided.

IN WITNESSES WHEREOF, the Parties herein duly subscribe their respective hands,
seals and signatures on the day month and year first above written:

SIGNED, SEALED AND DELIVERED In presence

of:

1. Landip Lake.
in Dargan Tada Lake.
2005, 14.09.08.
Haidupur. Kol-700022.

2. Dipa Roy Chowdhury.
Suman Roy Chowdhury.
Swinhoe Lane.
Kasba. Kol-42.

1. Bider Biswas
2. Sipra Ghosh
3. Raju Roy Chowdhury
4. Shyamal Roy Chowdhury
5. Milan Roy Chowdhury
6. Sayantini Nath
7. Sakshi Roy Chowdhury
8. Santinath Roy Chowdhury
9. Suchismita Roy Chowdhury
10. Santimoy Roy Chowdhury
11. Minamoy Roy Chowdhury
12. Malaya Chatterjee
13. Dalia Das Kar,
14. Sushanta Das
15. Souvik Nath
16. Srismita Ghosh (Nath)
17. Sumita Nath (Bhattacharya)
18. Smita Roy Chowdhury
19. Manish Roy Chowdhury
20. Basant Roy Chowdhury
21. Gauri Roy Chowdhury
22. Anirban Roy Chowdhury

SIGNATURE OF THE OWNERS

DREAM HEIGHT CONSTRUCTION

[Signature]
Partner

DREAM HEIGHT CONSTRUCTION

[Signature]
Partner

Drafted by

[Signature]

Prodip Kumar Basu, Advocate

WB/153/1977 (Alipore Court, Kol-27)

DREAM HEIGHT CONSTRUCTION

[Signature]
Partner

DREAM HEIGHT CONSTRUCTION

[Signature]
Partner

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the sum of Rs.3, 00,000.00 (Rupees three lac)

only as adjustable advance from within named Developer in the following

(A) Received the sum of Rs.1, 00,000.00 (Rupees one lac) only in total by way of Cash by SMT.

SILA BISWAS, SMT. SIPRA GHOSH, SRI SAJAL ROY CHOWDHURY, SRI SHYAMAL ROY CHOWDHURY SMT. MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, MS. SABORNI ROY CHOWDHURY

(B) Received the sum of Rs.1, 00,000.00 (Rupees one lac) only in total by way of Cash by SRI SANTIMOY ROY CHOWDHURY, SRI SUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY CHOWDHURY, SRI MRINMOY ROY CHOWDHURY, SMT. MALAYA CHATTERJEE, SMT. DALIA NASKAR, SRI SAMIR NATH, SRI SOUVIK NATH, SMT. SUSHMITA GHOSH (NATH), MS. MOUMITA NATH BHATTACHARYA

(C) Received the sum of Rs.1, 00,000.00 (Rupees one lac) only in total by way of Cash by SMT. CHITRA ROY CHOWDHURY, KAMALESH ROY CHOWDHURY, SRI SANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY, SRI AMITAVA ROY CHOWDHURY

RECEIVED TOTAL AMOUNT Rs.3,00,000.00 (Rupees three lac) only

WITNESSES:

1) Sandip Laha.
H. Narayan Gada Laha.
2035, N.G. Rd.
Hridaypur, Kot. 70002.

2) Dipa Roy Chowdhury.
Samar Roy Chowdhury.
10, Swishobhane - 42.
Kasba

- 1 Sila Biswas
 - 2 Sipra Ghosh
 - 3 Sajal Roy Chowdhury
 - 4 Shyamal Roy Chowdhury
 - 5 Milan Roy Chowdhury
 - 6 Sayantini Nath
 - 7 Saborni Roy Chowdhury
 - 8 Santimoy Roy Chowdhury
 - 9 Sudhamoy Roy Chowdhury
 - 10 Saktimoy Roy Chowdhury
 - 11 Mrinmoy Roy Chowdhury
 - 12 Malaya Chatterjee
 - 13 Dalia Naskar
 - 14 Samir Nath
 - 15 Souvik Nath
 - 16 Sushmita Ghosh (Nath)
 - 17 Soumita Nath (Bhattacharya)
 - 18 Chitra Roy Chowdhury
 - 19 Kamlesh Roy Chowdhury
 - 20 Sankar Roy Chowdhury
 - 21 Goutam Roy Chowdhury
 - 22 Amitava Roy Chowdhury
- SIGNATURE OF VENDORS

 <i>Sila Biswas</i>	left hand					
	right hand					

Name SILA BISWAS
 Signature Sila Biswas

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Sipra Ghosh</i>	left hand					
	right hand					

Name SIPRA GHOSH
 Signature Sipra Ghosh

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Sajal Roy Choudhury</i>	left hand					
	right hand					

Name SAJAL ROY CHONDHURY
 Signature Sajal Roy Choudhury

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Anamal Roy Choudhury</i>	left hand					
	right hand					

Name ANAMAL ROY CHONDHURY
 Signature Anamal Roy Choudhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name MILAN ROY CHONDHURY

Signature Milan Roy Choudhury

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	left hand					
	right hand					

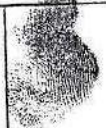
Name SAYANTINI NATH

Signature Sayantini Nath

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	left hand					
	right hand					

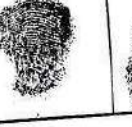
Name SABORNI ROY CHONDHURY

Signature Suborni Roy Choudhury

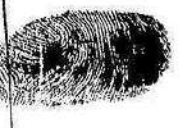
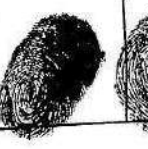
		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name SANTINOY ROY CHOWDHURY

Signature Santinoy Roy Chowdhury

	left hand					
	right hand					

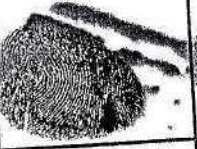
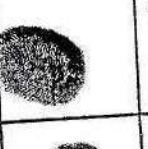
Name SUDHANOY ROY CHOWDHURY
 Signature Sudhanoy Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
 <u>Sakimoy Roy Chowdhury</u>	left hand					
	right hand					

Name SAKIMOY ROY CHOWDHURY
 Signature Sakimoy Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
 <u>Monimoy Roy Chowdhury</u>	left hand					
	right hand					

Name MONIMOY ROY CHOWDHURY
 Signature Monimoy Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
 <u>Malaya Chatterjee</u>	left hand					
	right hand					

Name MALAYA CHATTERJEE
 Signature Malaya Chatterjee



Dalia Naskar

left hand



right hand



Name DALIA NASKAR

Signature Dalia Naskar

		Thumb	1st finger	middle finger	ring finger	small finger
 Samir Nath	left hand					
	right hand					

Name SAMIR NATH

Signature Samir Nath

		Thumb	1st finger	middle finger	ring finger	small finger
 Souvik Nath	left hand					
	right hand					

Name SOUVIK NATH

Signature Souvik Nath

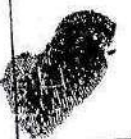
		Thumb	1st finger	middle finger	ring finger	small finger
 Susmita Ghosh (Nath)	left hand					
	right hand					

Name SUSMITA GHOSH (NATH)

Signature Susmita Ghosh (Nath)

Soumita Nath (Bhattacharya)

Name: Soumita Nath Bhattacharyya
 Signature: Soumita Nath (Bhattacharya)

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: CHITRA ROYCHONDHURY
 Signature: Chitra Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: KAMALESH ROY CHONDHURY
 Signature: Kamlesh Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: ANKAR ROY CHONDHURY
 Signature: Ankan Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

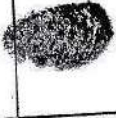
Name GOUTAM ROYCHOWDHURY
 Signature Goutam Roy Chowdhury

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	left hand					
	right hand					

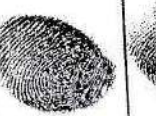
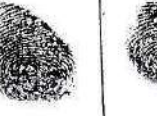
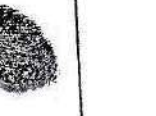
Name GOUTAM ROYCHOWDHURY
 Signature Goutam Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name MITHA CHAUDHURY
 Signature Mitha Chaudhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name TUMPI MUKHERJEE
 Signature Tumpi Mukherjee

		Thumb	1st finger	middle finger	ring finger	small finger
 ft nd ht nd						
						

Name PRADIP SAHA
 Signature [Signature]

		Thumb	1st finger	middle finger	ring finger	small finger
 left hand						
	right hand					

Name KAJAL GHOSHAL
 Signature [Signature]

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name
 Signature

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name
 Signature



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08006 of 2013
(Serial No. 08101 of 2013 and Query No. 1604L000017165 of 2013)

On 07/10/2013

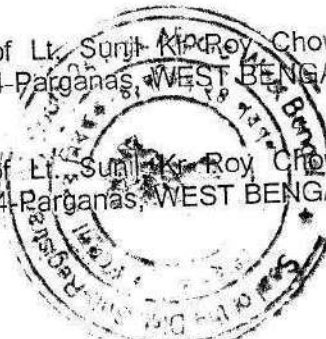
Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 23.40 hrs on :07/10/2013, at the Private residence by Pradip Saha , one of the Claimants.

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

Execution is admitted on 07/10/2013 by

1. Sila Biswas, wife of Lt. Ashok Kr Biswas , R K Mission Pally Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Hindu, By Profession : House wife
2. Sipra Ghosh, wife of Lt. Ajit Kr Ghosh , R K Mission Pally Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Hindu, By Profession : House wife
3. Sajal Roy Chowdhury, son of Lt. Prakash Ch Roy Chowdhury , 35 N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Retired Person
4. Shyamal Roy Chowdhury, son of Lt. Prakash Ch Roy Chowdhury , 35 N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
5. Milan Roy Chowdhury, wife of Lt. Swapan Roy Chowdhury , 35 N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : House wife
6. Sayantini Nath, wife of Samar Nath , Gajipur Dakter Lane, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : Others
7. Saborni Roy Chowdhury, daughter of Lt. Swapan Roy Chowdhury , 35 N S Rd Harinavi Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Hindu, By Profession : Others
8. Santimoy Roy Chowdhury, son of Lt. Sunil Kr Roy Chowdhury , N S Rd Harinavi Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
9. Sudhamoy Roy Chowdhury, son of Lt. Sunil Kr Roy Chowdhury , N S Rd Harinavi Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
10. Saktimoy Roy Chowdhury, son of Lt. Sunil Kr Roy Chowdhury , N S Rd Harinavi Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
11. Mrinmoy Roy Chowdhury, son of Lt. Sunil Kr Roy Chowdhury , N S Rd Harinavi Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others



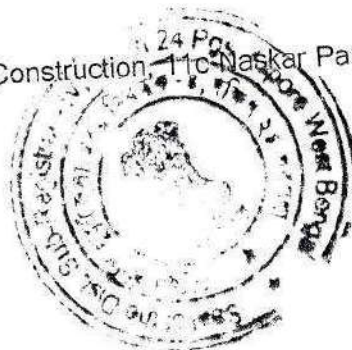
(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Endorsement Page 1 of 3



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08006 of 2013
(Serial No. 08101 of 2013 and Query No. 1604L000017165 of 2013)

12. Malaya Chatterjee, wife of Lt. Chittaranjan Chatterjee , 100 Mitra Para 2nd Lane, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
13. Dalia Naskar, wife of Gopal Ch Naskar , 251 K M Roy Chowdhury Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
14. Samir Nath, son of Lt. Sunil Kr Roy Chowdhury , 186 Kumarpara Rd Gazipur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
15. Souvik Nath, son of Samir Nath , 186 Kumarpara Rd Gazipur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
16. Sushmita Ghosh (nath), wife of Netai Ghosh , 17 Swarnakar Para, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : House wife
17. Soumita Nath Bhattacharyya, wife of Nabendu Bhattacharyya , 25 Sonali Park Bansdrani, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
18. Chitra Roy Chowdhury, wife of Lt. Anil Kr Roy Chowdhury , N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : House wife
19. Kamallesh Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury , N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
20. Sankar Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury , N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
21. Goutam Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury , N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
22. Amitava Roy Chowdhury, son of Lt. Anil Kr Roy Chowdhury , N S Rd Harinavi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Hindu, By Profession : Others
23. Mithu Chaudhury
Developer, M/s Dream Height Construction, 110 Naskarpura Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700041.
, By Profession : Business
24. Tumpi Mukherjee
Developer, M/s Dream Height Construction, 110 Naskar Para Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700041.
, By Profession : Business



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Endorsement Page 2 of 3



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08006 of 2013
(Serial No. 08101 of 2013 and Query No. 1604L000017165 of 2013)

25. Pradip Saha
Developer, M/s Dream Height Construction, 11c Naskar Para Rd, District:-South 24-Parganas, WEST
BENGAL, India, Pin :-700041.
, By Profession : Business
26. Kajal Ghoshal
Developer, M/s Dream Height Construction, 11c Naskar Para Rd, District:-South 24-Parganas, WEST
BENGAL, India, Pin :-700041.
, By Profession : Business
- Identified By Sandip Saha, son of Lt. Narayan Pada Saha, 2035 M G Rd Haridebpur, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700082, By Caste: Hindu, By Profession: ----.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 08/10/2013

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.-58,03,498/-

Certified that the required stamp duty of this document is Rs.- 7011 /- and the Stamp duty paid as:
Impresive Rs.- 1000/-

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 09/10/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 3335.00/-, on 09/10/2013

(Under Article : B = 3289/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 09/10/2013)

Deficit stamp duty

Deficit stamp duty Rs. 6031/- is paid , by the draft number 041953, Draft Date 07/10/2013, Bank : State
Bank of India, TOLLYGUNGE, received on 09/10/2013

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

ate of Registration under section 60 and Rule 69.

Registered in Book - I
Volume number 42
Page from 2393 to 2437
being No 08006 for the year 2013.




(Smritikana Panda) 04-November-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal