भारतीय गेर न्यायिक

एक सौ रुपये

रु. 100



Rs. 100
ONE
HUNDRED RUPEES

प्रत्यमेव जयते

# MIRCH INDIA

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

THIS AGREEMENT is made on this 30 day of August Two thousand Six between

(1) Alim Box Mondal son of Late Rahim Box Mondal aged about Muslim, by occupation cultivation and business,





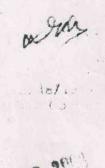
, londay

Sala ma Khaitun Rowa Bowles 1917 23 3/4 M-

Abubakkere mondal Hofel Box Mondal Human Islam Di

Habideel Islam
Azas Boa monsal

ReJiabell 8FEB 2811

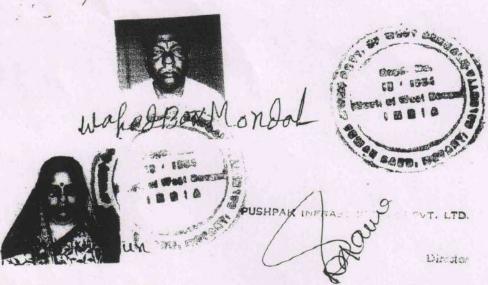




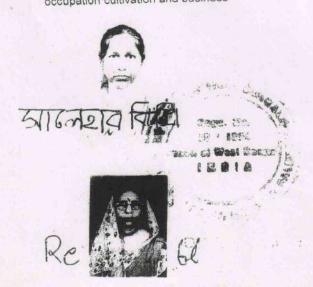
Director

Alim Rox Fondal Hero J Box Houdal Aminul Islam Malidul Islam

134



- (2) Didar Box Mondal son of Late Rahim Box Mondal aged about \_\_\_\_ years, by caste Muslim, by occupation cultivation and business,
- (3) Wahed Box Mondal son of Late Rahim Box Mondal aged about \_\_\_\_ years by caste Muslim, by occupation cultivation and business ,
- (4) Mossammat Salama Khatun Wife of Alim Box Mondal aged about \_\_\_\_\_ years, by caste Muslim, by occupation cultivation and business,
- (5) Mossammat Salehar Bibi Wife of Didar Box Mondal aged about \_\_\_\_ years, by caste Muslim, by occupation cultivation and business,
- (6) Mossammat Rejia Bibi wife of Didar Box Mondal aged about \_\_\_\_ years, by caste Muslim, by occupation cultivation and business,
- (7) Ajad Box Mondal son of Ahed Box Mondal aged about \_\_\_\_\_ years, by caste Muslim, by occupation cultivation and business
- (8) Abu Bakar Mondal son of Didar Bux Mondal aged about \_\_\_\_\_ years, by caste Muslim, by occupation cultivation and business



Aberbeegh pro deel

Page 2 of 34

Mah

Salama Khartun

13473 8 38 3/1/nd

Abubakkere mondal
Wohld Box Mondal

Azad Boamondal

AUIN

316W2RAAA

(9) Aminul Islam son of Didar Bux Mondal aged about \_\_\_\_\_ occupation cultivation and business at present

years, by caste Muslim, by

(10) Maidul Islam son of Didar Bux Mondal aged about occupation cultivation and business at present resident of \_

years, by caste Muslim, by

(11) Firoz Bux Mondal son of Alim Bux Mondal aged about vears, by caste Muslim, by occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation and section cultivation and business all resident of , P.O. Jagannathpur, P.S.Barasat, District occupation cultivation cu

louda

#### AND

Pushpak Infrastructure Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 101 Park Street, 5<sup>th</sup> Floor, Kolkata-700 016 represented by its one of the Director Manish Kumar Sharma son of Sri. Krishan Gopal Sharma, hereinafter referred as "the Developer" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context hereof mean and include its successors-in- office, nominees and assigns) ON THE SECOND PART.

AND WHEREAS the Owners have approached the Developer for entering into an agreement for the Development of the property mentioned in First Schedule herein after referred to as "the said Property"

AND WHEREAS before execution of these presents the Owners had represented and assured to the Developer as follows:

- That the said property is free from all the encumbrances, charges, liens, lispendances and attachments whatsoever and howsoever.
- That the excepting the present owners nobody has any right, title, claim and demand of any nature whatsoever or howsoever, into or upon the said property.

PUSHPAK UMFRASTRUCTURE OVT. LTD.

DILIP KUMAR BASU NOTARY

Regd. No. 18/1994
C. M. M.'s Court
2 & 3, Bankshall Streat, Kol-700 001

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

Mouza - Sadar pur.

Included in part Khatian no. 342 under Khatian no. 36

Land measuring: 01 decimals bearing annual proportionate jama

# Schedule 6 of the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

Included in part Khatian no. 340 under Khatian no. 31

Land measuring: 02 decimals bearing annual proportionate jama of 13 paise

# Schedule 7 of the above deed

District : North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

Included in part Khatian no. 343 under Khatian no. 313

Land measuring: 02 decimals bearing annual proportionate jama of 16 paise

# Schedule 8 of the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

Included in part Khatian no. 344 under Khatian no. 35

Land measuring: 02 decimals bearing annual proportionate jama of 13 paise

# Schedule 9 of the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

IN BASU

Included in part Khatian no. 88 under Khatian no. 36(02 decimal) 35 (03 decimal) and 03 decimal included in part Khatian no.355 from Khatian no.35 and 36.

Land measuring: 08 decimals bearing annual proportionate jama of 901 pate West Bengal

C. M. M.'s Court 2 & 3, Bankshall Street, Kol-700 001

PUSHPAK INFRASTRUCTURE P

# Schedule 10 of the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

Mouza - Sadar pur.

Included in part Khatian no. 345 under Khatian no. 36

Dag No. 209

-TDirector

6 paise

Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 341 under Khatian no. 35

Dag No. 209

Land measuring: 02 decimals bearing annual jama of 13 paise

## Schedule 10 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 342 under Khatian no. 36

Dag No. 209

Land measuring: 01 decimals bearing annual jama of 16 paise

Total 17 (Seventeen decimals of land.

Total 34 decimals in Dag No. 209



# In Dag No. 210

PART I

Title deed no. I 1127 dt. 2.8.93 being no. 1127 of 1993 in Book No. I volume no. 15 pages 453 to 466 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

#### Schedule 3 of the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur.

Included under part no. 314 under Khatian no. 54.

Dag No. 210

Land measuring: 07 decimals bearing annual proportionate jama of .55 paise

#### Schedule 4 of the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur.

Included under no. 54 under Khatian no. 313 No. 35, and 36

Land measuring: 07-1/2 decimals bearing annual proportionate jama of .55 paise

DILIP KUMAR BASU NOTARY

Govt. of West Bengal Reyd. No. 18/1994 C. M. M.'s Court

2 & 3. Bankshall Street, Kol-700 001

#### PART IV

Title deed no. I 1131 dt. 2.8.93 being no. 1131 of 1993 in Book No. I volume no. 15 pages 487 to 500 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

Schedule 3 to the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat Hofel Bod Mondo Amind 28 lan

Alim Box Mordal

Sarlama Khartun Azas Box mon Abibatheremonded Rotin Like

Page 7 of 34

PUSHPAK INFRASTPUCTURE

Land measuring: 02 decimals bearing annual proportionate jama of 13 paise Total 17( Seventeen decimals of land.

## PART IV

Title deed no. I 1131 dt. 2.8.93 being no. 1131 of 1993 in Book No. 1 487 to 500 registered with the Joint Sub-Registrar of Barasat at Kanan bagehis

# Schedule 5 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 346 under Khatian no.313

Dag No. 209

Land measuring: 02 decimals bearing annual proportionate jama of .13 palse

# Schedule 6 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 347 under Khatian no.35 Dag No. 209 Land measuring: 02 decimals bearing annual proportionate jama of .12 paise

# Schedule 7 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 348 under Khatian no.36 Dag No. 209 Land measuring: 02 decimals

# Schedule 8 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 88 and 355 under Khatian no.36 and 35 Dag No. 209 Land measuring: 08 decimals

# NOTARY

PUSHPAK INFRASTRUCTURE

volumenb.

Govt, of West Benga!

Regd. No. 18/1904 C. M. M.'s Court 2 & 3, Bankshall Street, Kol-700 001

DILIP KUMAR BASU

# Schedule 9 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur

Alom Box Mondal Amind Leter Alom Box Mondal Amind Leter Malrided Islam Azag Box monsal Azag Box monsal Along Box Mondal De Jia bibi Wahrd Box Mondal De Jia bibi

1 8 FEB 2008

Page 6 of 34

- That there is no notice of acquisition or requisition received or pending in respect of the said property.
   The Owners have also been given to understand that the said property does not always under the Under Urban Land Ceiling and Regulation) Act, 1978
- The Owners have declared to the Developer that they have a ketable Title is respect of the said property including the Building and structure without any claim, right, title, interest of any person thereon or the control of the Owners have absolute right and full power to enter in to this agreement with the Developer and the Owners hereby undertake to indemnify the developer and or its assignees against any third party claims, actions, demands, whatsoever with regard to the title and Ownership of the Owners in respect of the said property.
- vi) That no valid and subsisting agreement is existing prior to the execution of this agreement for Development or sale of the said property.
- vii) That no suit or proceedings of any nature including the attachment proceedings of the said property is subsisting in any court of law.
- viii) That the said property had not been requisitioned and /or acquired by the concerned authorities.
- Relying on the aforesaid representations and assurances given by the owners and believing the same to be true and acting on good faith thereof the Developer has agreed to develop the said property on the terms and conditions as contained hereinafter.

AND WHEREAS the Developer had requested the Owners herein to allow them to undertake the planned development of the said property on the terms and conditions mentioned hereinafter and after demolishing the existing structures/ buildings thereon and by constructing a new building thereon comprising of flats/units according to the building plan to be sanctioned by the Pradhan and/ or <a href="Gram Punchayat">Gram Punchayat</a> with its financial and other resources and handover ultimately transfer thereof to the intending transferees/purchasers on the terms, conditions and stipulations agreed herein and contained hereunder.

AND WHEREAS The owners have agreed to allow, authorise, empower and permit the Developer herein to develop the said property on the terms and conditions herein after contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

#### ARTICLE- I- DEFINITIONS::

Unless the context or subject otherwise requires words or expressions contained in this agreement shall have the following meaning:-

- 1.1 Owners shall mean the Owners named above including their respective heirs, heiresses, legal representatives, executors, administrators and assigns.
- 1.2 **Developer** shall mean and include the Developer/Builder named above and include its successors-in-office, successor-in-interest, assigns and nominees.
- 1.3 "SAID PROPERTY" shall mean and include ALL THAT piece and parcel of Bastu together

  LIP KLIMAR But structure standing thereon together with messuages tenements hereditaments and

  Noremises together with the piece or parcel of land thereunto belonging to and on part

  Govt. of two Ben whereof the same is erected and built and containing according to the title deeds as stated

  Regd. 113 1/19 pre-under:-

G. M. Mea Court 3. Bankshall Street Vol-700001

In Dag No.209 PART I

Title deed no. I 1127 dt. 2.8.93 being no. 1127 of 1993 in Book No. I volume no. 15 pages 453 to 466 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

Schedule 5 of the above deed

Hero) Boo Mondal

Salama Chartun

van 3/160V.

Rejia bibi

Page 4 of 34

1 8 FEB 2008

Dire

age 4 of

Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 314 under Khatian no.54

Dag No. 210

Land measuring: 7 decimals bearing anuual proportionate jama of .55 palse

#### Schedule 4 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 54 under Khatian no.313, 35 36

Dag No. 210

Land measuring: 7 ½ decimals bearing annual proportionate jama of 37 Total 29(Twenty nine decimals of land in this dag out of that 27 Decimals of land

# Dag no.212

Title deed no. I 1131 dt. 2.8.93 being no. 1131 of 1993 in Book No. I volume no. 15 pages 487 to 500 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

# Schedule 2 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 158 Dag No. 212 Land measuring: 15 and 1/2 decimals

DILIP KUMAR BASU Govt. of Wast Bangal Regd. No. 13/1994 C. M. M.'s Court 2 & 3. Bankshall Straet, Kol-700 001

PARTI

Title deed no. I 1127 dt. 2.8.93 being no. 1127 of 1993 in Book No. I volume no. 15 pages 453 to 466 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

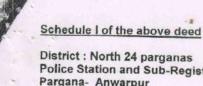
# Schedule 2 of the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Included in Khatian no. 158 under khatian no. 157 Dag No. 212 Land measuring: 15-1/2 decimals

Dag No. 213

PARTI Title deed no. I 1127 dt. 2.8.93 being no. 1127 of 1993 in Book No. I volume no. 15 pages 453 to 466 registered with the Joint Sub-Registrar of Barasat at Kadambagchi Here? Boo Honder Workes Alim Box 16 ndal Salamai Knartun 

Page 8 of 34



Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur.

Touzi No. 146 current Touzi no. 12

J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 107 under khatian no. 313,35 and 36

Dag No. 213

Land measuring: 8-1/2 decimals being proportionate rent 0-5-13 annu



#### PART IV

Title deed no. I 1131 dt. 2.8.93 being no. 1131 of 1993 in Book No. I volume no. 15 pages 487 to 500 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

#### Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 107 under khatian no. 313,35 and 36 Dag No. 213

Land measuring: 8 and ½ decimals being proportionate rent 0-5-13 Paise. But on actual measurement it comes to 27 decimals

Dag No. 1934

#### PART IX

Title deed no. I 1138 dt. 2.8.93 being no. 1138 of 1993 in Book No. I Volume no. 16 pages 5 B A. 5 U to 54 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

> Govt, of West Bengal Regd. No. 10/1994 C. M. M. 'a Court 2 & 3. Bankshall Stroet, Hol-700 COI

# Schedule Kha to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 8 Mouza - Berberia Touzi No. 146 J.L.No. 8 Re. Sur No. 24 and 26 Included in Khatian no. 1212 under khatian no. 1209 Dag No. 1934 17 decimals Dag No. 1934/3908 17 decimals Land measuring: 34 decimals being proportionate rent 1-12 paise.

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza-No. 8 Mouza - Berberia Touzi No. 146

J.L.No. 8 Re. Sur No. 24 and 26

Included in Khatian no. 1081under khaitan no. 11080

Here J Box Mondal Wahled Box Mondal

Alson Box Mondal Wahled Box Mondal

Salama khartun Alah dul Islam

Azap Box Mondal

Azap Box Mondal

Page 9 of 34

Re Jia bibi

1 8 FEB 2004

PUSHPAK INFRASTRUCTURE

Land measuring: 74 decimals being proportionate rent 1-12 paise

Out of 30 Decimals of land

Dag No.211 211/530 and 211/531

# PART II

Title deed no. I 1128 dt. 2.8.93 being no. 1128 of 1993 in Book No. I volume no. 15 pages 453 to 466 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

# Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 315 under khatian no. 54

Dag No. 211/531 12 decimals Land measuring: 12 decimals being proportionate rent .50 Paise.

# Schedule 2 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in part Khatian no. 314 under khatian no. 54

12 Decimals Dag No. 211 Dag No. 211/530 3 decimals Dag No. 211/531 9 decimals Land measuring: 24 decimals DILIP KUMAR BASU

Govt. of West Bengal Regd. No. 18/1994 C. M. M.'s Court 2 & 3, Bankshall Street, Kol-700 001

# Schedule 3 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in part Khatian no. 54 under khatian no. 313 and 315 PUSHPAK INFRASTRUCT

12 decimals Dag No. 211 3 decimals Dag No. 211/530 Dag No. 211/531

8 FEB 2001

Page 10 of 34

Alem Box Mondal Animal Islam
Santama Khantan Aras Boa monsal 1

1240 30 360/m and Re Jia Like
Wahlo Bot Mondal

Re Jia Like

#### PART III

Title deed no. I 1129 dt. 2.8.93 being no. 1129 of 1993 in Book No. I volume no. 15 pages 473 to 480 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

#### Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32

Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 315 under khatian no. 54, 313,35 and 36

Dag No. 211/531 11 decimals

Land measuring: 11 decimals being proportionate rent .50 Paise.

#### Schedule 2 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur

Mouza-No. 32 Mouza - Sadar pur.

Touzi No. 146 current Touzi no. 12

J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 314 under khatian no. 54

Dag No. 211 12 decimals Dag No. 211/530 12 decimals

Land measuring: 24 decimals being proportionate rent .50 Paise.



#### Schedule 3 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 54 under khatian no.313,35,366

Dag No. 211 12 decimals Dag No. 211/530 5 decimals Dag No. 211/531 9 decimals Land measuring: 26 decimals

DILIP KUMAR BASU NOTARY

Govt. of West Bengal Regd. No. 18/1994 C. M. M.'s Court 2.8 3. Bankshall Streat, Kol-700 001

# PART VI

Title deed no. I 1133 dt. 2.8.93 being no. 1133 of 1993 in Book No. I volume no. 16 pages 11 to 18 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

# Schedule 1 to the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur

Hero J Box Handel Animut 2s la Alem Box Hondal Malidel John Box Mondal Azas Box Mondal Azas Box Mondal Box Mondal Alem 3160N 21 ETE Abubakkar mondal Re Jia bibi

PUSHPAK INFRADI (1)

1 8 FEB 2006

Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 315 under khatian no. 54

Dag No. 211/531 11 decimals

Land measuring: 11 decimals being proportionate rent 50 paise.

## Schedule 2 to the above deed

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur.

Touzi No. 146 current Touzi no. 12

J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 314 under khatian no. 54

11 decimals Dag No. 211 Dag no. 211/530 5 decimals Dag No. 211/531 9 decimals

Land measuring: 25 decimals being proportionate rent 2.90 paise.

# Schedule 3 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 54 under khatian no. 313 12 decimals Dag No. 211 Dag No. 211/530 3 decimals Dag No. 211/531 10 decimals Land measuring: 25 decimals being proportionate rent 1.05 paise.

#### PART VII

Title deed no. I 1134 dt. 2.8.93 being no. 1134 of 1993 in Book No. I volume no. 16 pages 19 to 26 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

# Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 315 under khatian no. 54

Dag No. 211 /531 11 decimals

Land measuring: 11 decimals being proportionate rent 50 paise.

#### Schedule 2 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur.

Alim Box Mondal

Salama Khartun

Abapatase Mandal

Abapatase Mandal

Re51 a Bibi

Page 12 of 3.

Waliful 98 lam

Page 12 of 3.

Waliful 98 lam

Page 12 of 3.

1 8 FEB 2308

Page 12 of 34

10 . 1024

of West Bee

DILIP KUMAR BASU

Govt. of Wast Bengal Regd. No. 18/1994

C. M. M.'s Court

2 & 3, Bankshall Street, Kol-700 001

Included in Khatian no. 314 under khatian no. 54

Dag No. 211 11 decimals Dag no. 211/530 5 decimals Dag no. 211/531 9 decimals

Land measuring: 25 decimals being proportionate rent 2.90 paise.

#### Schedule 3 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 314 under khatian no. 54

Dag No. 211 12 decimals Dag No. 211/530 3 decimals Dag No. 211/531 10 decimals

Land measuring: 25 decimals being proportionate rent 1.05 paise.



PART X Title deed no. 3661 of 2006 in Book No. I volume no & pages 177 to 189 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 J.L.No.32 Mouza - Sadar pur. Included in Khatian no. 35 and 36 under Khatian no. 97 Land measuring: 11 decimals

Included in Khatian no.371 Dag No. 207 Land measuring: 11 decimals

Included in Khatian no.144 under Khatian no. 145 Dag No. 200

Land measuring: 30 decimals

Included in Khatian no. 144 Dag No. 201 Land measuring: 14 decimals Aggregate Land measuring: 74 decimals DILIP KUMAR BASU WOTARY

Govt. of West Pengal Regd. No. 18/1994 C. M. M.'s Court 2 & 3, Bankshall Street, Kol-700 COI

Mouza - Sadar pur.

PART XI

Title deed no. 3660 of 2006 in Book No. I volume no. 68 pages 119 to 196 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 J.L.No.32 Register no. 32 Mouza - Sadar pur. Included in Khatian no. 35 and 36 under Khatian no. 97 Dag No. 197

Land measuring: 12 decimals

Horoz Box Mandel 

Direcur'

1 8 FEB 2008

Included in Khatian no.243 and 242

Dag No. 199

Land measuring: 9 decimals

Included in Khatian no.371

Dag No. 207

Land measuring: 12 decimals

Included in Khatian no. 144 and 145

Dag No. 200 & 201

Land measuring: 14 decimals in Dag No. 201 and 28 decimals in Dag 10. 200

Aggregate Land measuring: 75 decimals

PART XII

Title deed no. 3659 of 2006 in Book No. I volume no. 68 pages 161 to 168 registered with

the Joint Sub-Registrar of Barasat at Kadambagchi

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur Mouza- No. 32

J.L.No.32 Register no. 32

Mouza - Sadar pur.

Included in Khatian no. 35 and 36 under Khatian no. 97

Dag No. 197

Land measuring: 12 decimals

Included in Khatian no.243 and 242

Dag No. 199

Land measuring: 9 decimals

Included in Khatian no.371

Dag No. 207

Land measuring: 12 decimals

Included in Khatian no. 144 and 145

Dag No. 200 & 201

Land measuring: 14 decimals in Dag No. 201 and 28 decimals in Dag no. 200 Aggregate Land measuring: 75 decimals

of the court form

DILIP KUMAR BASU

Govt. of Wast Bengal

NOTARY

Regd. No. 13/1994 C. M. M.'s Court

2 & 3, Bankshall Street, Kol-700 001

Part No.	Dag No.	Deed No. of 1993	Schedule	Area desimal	Total Decimals
1	209	1127	5	1	
	209	1127	6	2	
	209	1127	7	2	
	209 1127		8	2	
	209	1127	9	8	
	209	1127	10	2	
IV	209	1131	5	2	
	209	1131	6	2	
	209	1131	7	2	
	209	1131	8	8	
	209	1131	9	2	
	209	1131	10	1	34
I	210	1127	3	7	
	210	1127	4	7.5	
IV	210	1131	3	7	
	210	1131	4	7.5	29
IV	212	1131	2	15.5	
I	212	1127	2	15.5	31
I	213	1127	1	8.5	
IV	213	1131	1	8.5	17
IX	1934	1138	Kha	17	(INFRASTA

Hero? Box Mondal Aminul Islam
Alim Box Mondal Mahidul Islam
Sarlama Khartun
Azas Boa mondal
Ababakkase mondal
Resia Bibi
Page
Wahed Box Mondal
Resia bibi

Page 14 of 34

IX	1024/2000	-4	Task		
- Control Control	1934/3908`	1138	Kha	17	and the same of th
IX	1933	1138	Kha	40 4	34
11	211/531	1128	1	12	CO MANDE NEW YORK
11	211/531	1128	2	9	The state of the s
11	211/531	1128	3	9	The Market Contraction of the
111	211/531	1129	1	11	10010
111	211/531	1129	3	9	
VI	211/531	1133	1	11	
VI	211/531	1133	2	9	Cape.
VI	211/531	1133	3	10	- Carleton
VII	211/531	1134	1	11	
VII	211/531	1134	2	9	
VII	211/531	1134	3	10	110
11	211	1128	2	12	
11	211	1128	3	12	
111	211	1129	2	12	
III	211	1129	3	12	
VI	211	1133	2	11	
VI	211	1133	3	12	
VII	211	1134	2	11	
VII	211	1134	'3	12	94
II	211/530	1128	2	3	
11	211/530	1128	3	3	
III	211/530	1129	2	12	
III	211/530	1129	3	5	
VI	211/530	1133	2	5	
VI	211/530	1133	3	3	
VII	211/530	1134	2	5	
VII	211/530	1134	3	3	39
X	197	3661 of 06		11	
X	199	3661 of 06		8	
X	207	3661 of 06		11	
X	200	3661 of 06		30 .	
X	201	3661 of 06		14	74
XI	197	3660 of 06		12	
XI	199	3660 of 06		9	
XI	207	3660 of 06		12	
XI	200 .	3660 of 06		28	THE APRAS
XI	201	3660 of 06	77.78	14	BILIP KUMAR BAS
XII	197	3660 of 06		12	
XII	199	3660 of 06		9	Govt. of West Bengal
XII	207	3660 of 06		12	Dead NO. 1st
XII	200	3660 of 06		28	
XII	201	3660 of 06		14	2% 3. Bankshall Streat, Kol-700
	201	5000 01 00		14	10,000
				Total	652

In aggregate area of 652 decimals equivalent to 392 cottahs 12 chittack and 15 sq.ft. be the same a little less or more which is in the possession of the owners, hereinafter called 'The said Property' and more fully described in the first **First Schedule** hereunder written and as delineated in the map or plan annexed hereto and marked thereon in RED colour.

1.4 **SAID LAND** shall mean and include the land comprised in the said property as mentioned in 1.3. hereinabove and described in the **first schedule** hereunder written.

1.5 **BUILDING** shall mean and include the new multi-storied building or buildings to be constructed thereon consisting of spaces, shops, commercial establishments, flats /units, parking spaces, servants quarters, and other structures to be constructed on the said property or on the part or portion thereof according to the building plan to be sanctioned by the

Hero? Box Mondal Amind Programmes prostrong Alion Box Mondal September Solden Re Jia bibl Page 15 of 34 Wafelbox Mondal

respective gram Punchayat and/or Municipal authorities after demolition of the existing structures thereon.

1.6 UNITS shall mean and include the several shops, commercial establishments, tests, parking spaces, servant quarters, other structures and saleable spaces in the built and to be built and constructed in or upon the said property. 18910

1.7 SANCTIONED PLAN shall mean and include the plan for construction the proposed new building or buildings and/or other structures to be sanctioned by the new building or buildings and/or other structures to be sanctioned by the punchayat or municipal authorities on the maximum possible floor area ratio available. building rules and laws of the respective gram punchayat and/or Municipality or departments including all or any amendments thereto and/or modification, elevations, designs, maps, drawings and other specifications thereof as may be made and sanctioned from time to time.

- 1.8 COMMON PARTS shall mean and include the entrances, corridors, lobbies, landings, stairs cases, under ground reservoir, overhead tank, passages, ways and all the open spaces including other common areas, spaces etc. of the building or buildings as may be required for the beneficial use and enjoyment of the Units holders at the said Building or buildings more fully described in the Second schedule hereunder written but shall not include the covered terrace of the building or buildings, other covered areas, spaces, car parking spaces whether covered or not in the ground floor of the building or buildings and the roof of the building.
- 1.9 SUPER BUILT UP AREA shall according to its context mean the plinth area of the flats/ units in the building and 50% of the open space, if any, adjacent to the said Units/ Flats and also the thickness of the peripheral walls, internal walls and pillars, and also the proportionate share or area in the common parts and portions of the building PROVIDED THAT if any wall be common between two flats/ units then 1/2 of the area under such wall shall be included in the internal wall of each of such flats/ units.
- 1.10 FLOOR AREA RATIO shall mean the maximum floor area ratio available for construction on the said property according to the prevalent rules, regulations, laws and bye laws of the resective Gram Punchayat and/or municipality and/ or other statutory authorities.
- 1.11 ROOF shall mean and include the entire open space of thereof and/or top of the building or buildings excluding the space required for installation of the overhead water tank, and stair case leading to the roof and the Developer shall be entitled in future to raise further construction on the said roof if permitted by the respective Gram panchayat and /or municpal authorities in the same proportion as hereinafter agreed for the construction of the part building A BASIL on the said property.

VOTARY

1.12 PROPORTIONATE shall to the context herein mean the following:

Govt. ct West Rengal Regd. No. 18/18/04

- (i) WHERE it refers to respective share of the parties herein in the said property of common Court expenses for maintenance of the building or buildings, such proportionate share shall be the same as to the same built up area of all the flats /units in the buildings.
- (ii) WHERE it refers to share of any Municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rental, income or user of respective Flats/Units.
- 1.13 SALEABLE SPACES shall mean and include the space in the building or buildings available for individual use or occupation together with the undivided proportionate and impartible share or interest in the said property as also in the common parts portions and facilities, as defined hereinabove.
- 1.14 ENCUMBRANCES shall mean and include transfer, charges, liens, lispendences, trust, claims, liabilities, demands, acquisitions and requisitions by Government, Public and/or statutory authorities.

1.15 ARCHITECT shall mean any experienced and qualified person or persons or firm or firms or a limited company having the proper, requisite and valid license as building Architect, to be appointed and/or nominated by the Developer.

Alim Box Mondal Aminul 98 PRASTRUCT Alim Box Mondal Azad goa mondal Sarlama Khantun SVI6 NOR TOTO 18FE Abile ale and Mondal Re Jice Cibi Page 16 of 34 Wohed Box Mondal

- 1.16 OWNER'S ALLOCATION shall mean and include 18% (Eighteen per century) in the total constructed area of the new buildings to be constructed on the land of the said property and to be demarcated after mutual consultations between the owners and the Deteroper of the property and to or plan of the building as mentioned in clause 1.19 of this Article together with sundivided proportionate and impartible share or interest in the land of the said property as also in the common parts and portions attributable the aforesaid owners' allocation.
- 1.17 **DEVELOPER'S ALLOCATION** shall mean and include 82( eighty two) per cantal the total constructed area including open space and roof of the new buildings to be constructed on the land of the said property comprising of units/flats/ area, shops/ Car Parking Spaces whether covered or not and the roof of the building as may be sanctioned by the respective authorities and to be demarcated after mutual consultations between the owners and Developer on the map or plan of the building as mentioned in clause 1.19 of this Article together with undivided proportionate and impartible share or interest in the land of said property as also in the common parts and portions attributable the aforesaid Developer's Allocation.
- 1.18 GARAGES/PARKING SPACES shall mean the open or covered car parking space to be reserved in the ground floor of the said building or at such place as may be sanctioned by the respective authorities as per Building Rules.
- 1.19 **SANCTIONED AREA** shall mean and include the total area to be sanctioned in the building plan by the respective authorities.

#### ARTICLE II INTERPRETATIONS

- 2.1 Any reference to statue shall include any statutory extensions and modification and its enactment of such statue and the rules regulations or orders made therein.
- 2.2 Any covenant by the Developer and/or the owners not to do or commit any act deed or thing shall mean or include their respective obligations not to permit such act or thing to be done or committed.

2.3 SINGULAR shall mean the include plural and vice-versa.

DILIP KUMAR BASU

2.4 MASCULINE shall mean and include feminine and vice-versa.

Govt. of West Bengal Regd. No. 18/1994 C. M. M.'s Court 2 & 3, Bankshall Street, Kol-700 001

## ARTICLE III - COMMENCEMENT

- 3.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.
- 3.2 Commencement of the construction of the proposed building shall be deemed to have taken place on the first day of month on the expiry of two months (90) days from the date of receipt of the sanction of the building plan from the respective authorities or from the receipt of the NOC from appropriate Government Department whichever is later.
- 3.3 Delivery of possession of the said property to the Developer shall be deemed to have given on the date of execution of these presents.
- 3.4 Construction of the building in accordance with sanctioned building plan shall be completed within three years from the receipt of sanction plan for the development of the said premises and change of use of the said land from the respective authorities which ever is later or within such period thereafter as may be mutually decided in between the parties.
- 3.5 Area of the owners' allocation i.e., 18% shall be earmarked by the parties upon receipt of sanction plan for the development of the said premises and change of use of the said land from the respective authorities which ever is later after mutual discussions. However the allocation between the owners' allocation between the owners inter se shall not be the responsibility of the developer and the same shall be arrived at by the owners themselves.

ARTICLE -IV- OWNERS' REPRESENTATIONS AS TO TITLE AND INDEMNITY.

Alin Box Mondal Aminal Estern Stranger Box Mondal Applicated 98/2m Azos Box Monsal File 2008

Abin Sox Mondal Re Jia bibi

Page 17 of 34

Weled Box Mondal Re Jia bibi

OUL

4.1 The owners are seized and possessed of or otherwise well and sufficiently entitled a absolute owners in respect of the said property and/or the said land comprise thereis approach described in the first schedule hereunder written.

4.2 The SAID PROPERTY is not affected by any scheme or proceeding of to let for acquisition or requisition or alignment by the central or state Government or any local body or authorities of Municipal authorities.

- 4.3 The owners do not hold vacant land in excess of the ceiling and that the sale property affected by the provisions of the Urban land (ceiling & Regulations) Act,1976 and the owners shall cooperate with the Developer in obtaining such clearance if required, at the cost of the Developer.
- 4.4 The said property is free from all encumbrances, mortgages, charges, lien, lispendences, claims, demands, liabilities, acquisitions, requisitions, alignments whatsoever and howsoever
- 4.5 There is no impediment of any nature or whatsoever for the owners to entrust to the Developer the development of the said property and/or the said land in the manner as herein agreed and or the construction of the said building as per the sanctioned plan.
- 4.6 The owners have not entered into any agreement for sale and/or development in respect of the said property or any part or portion thereof with any person or party whatsoever save and except what has been stated hereinabove.
- 4.7 That the owners after execution of the agreement shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said property or any part or portion thereof.
- 4.8 That the Developer herein shall be entitled to develop the said property by construction and completion of the building according to the building plan to be sanctioned by The respective authorites and to retain the Developer's area therein and also to transfer the same or any part or portion thereof without any interruption or interference of the owners or any person or persons lawfully claiming through or under the owners and the owners hereby undertake to indemnify and keep the Developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of breach of such undertaking.
- 4.10 That the title deeds in respect of the said property shall always be kept harmless, saved and unobliterated by the owners and the Owners shall show to the Developer and /or prospective purchasers of units in the new buildings and/or its nominees and also allow all or any of its units holders inspection thereof including making copies of taking extracts from the said title deeds as and when required.
- 4.11 That no suits or other legal proceedings concerning or relating to the said property of the owners has been instituted or are pending in any court of law.
- 4.12 That there is no impediment of any nature whatsoever for the owners to obtain necessary permission and/or clearances and/or no objections from the appropriate Government authorities and/or departments for completing the sale and/or transfer of the share and interest in the said property in favour of the Developer or its nominees as per this Agreement ILIP KUMAR BASU NOTARY

Govt. or West Bengal

Regd. No. 18

# ARTICLE-V- DEVELOPER'S REPRESENTATIONS

- 5.1 The Developer having inspected the said property as also the copies of title deeds and other documents / papers concerning or relating to the said property, has to duly satisfy itself with regard to the right, title and interest of the Owners by causing search in respect of the said property. However, in case of any defect relating to title being found, the owners shall rectify and/or cause such defects to be rectified to make the title perfect at his own costs charges and expenses.
- 5.2 The Developer has sufficient means of necessary finance as may be required for carrying out the development of the said property and/or the said land and construction of the new buildings in terms of this Agreement.

5.3 The Developer shall carry out the development in respect of the said property and/or construction of the said building strictly in accordance with the relevant Municipal laws

Alim Box Mondal

Alim Box Mondal

Salama Khartun

Solo 820 3/2/20

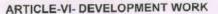
Abubakkar arould

I Laland Re Jia bibi

Re Jia bibi

Fire Possible

relating to the development of immovable property and/or conbuildings and further strictly as per the provisions contained in the said existing structure of the said property Developer.



- 6.1 The owners hereby appoints the Developer as the Developer and/or builder in respect of the said proposed buildings on the said property in terms of these presents.
- 6.2 The owners hereby agree to entrust the work of development of the said property and/or construction of the said building to the Developer herein to be carried out as per the sanctioned plan, if any, on the terms and conditions here in recorded.
- 6.3 The Developer hereby accepts its appointment as the Developer and/or Builder of the said property and further agrees to undertake the work of development of the said property and/or construction of the said building at its cost, charges and expenses in the manner and on the terms and conditions herein recorded.
- 6.4 The development of the said property and/or construction of said building shall be in accordance with the sanctioned plan and as per the building rules of as may be prescribed by the respective authorities

# ARTICLE VII- DEVELOPER'S OBLIGATIONS / COVENANTS

- In consideration of the premises and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the development of the said property and/or the said land and/or the construction of the said building in accordance with the sanctioned plan as stated hereinabove
- 7.2 The Developer herein shall be responsible to arrange all necessary finances and/or funds and/or monies from time to time necessary or required for the development of the said property and/or construction of the said building and in that respect, the owners shall not in any manner be
- 7.3 The Developer shall not require the owners to finance and/or to pay the costs of construction and/or development of the said lands and/or construction of the said building and
- 7.4 The Developer shall on behalf and in the name of the owners obtain necessary sanctioned plan from the respective authorities as also necessary modification and/or rectification of the sanctioned plan as may from time to time be required for the development of the said property MAR BASL and or/the said land at the cost of the Developer.
- 7.5 The cost, charges and expenses as may be required to be paid and/or incurred for and on No. 18/1904 account of the development of the said property and/or construction of the said building shall be M. s Court 2 & 3, Bankshall Street, Kol-700 Ol borne and paid by the Developer.
- 7.6 The Developer shall provide to the owners complete in all respect the owner's allocation as defined in Article- I hereinabove written commercial spaces /residential flats and parking spaces together with undivided proportionate and impartible share or interest in the said land and the common parts for occupation of the same respectively by the Owners in the said building
- 7.7 The Developer, unless prevented by any restraint orders from the appropriate court of law or any Government or any semi-Government authority or any statutory body or authority like Calcutta Municipal Corporation, Calcutta Metropolitan Development Authority, Police Authority, Fire Brigade Authority etc., or for non-vacation of the said property by the tenants and/or occupiers, if any, shall complete the construction of the said building within such time as may be agreed between the parties

Alim Box Mondal

Alim Box Mondal

Salama Khartun

Azas Boa monsal

Alimbakkar monds

Wahed Box Mondal

Re Jiah Box Page 19 of 34

FEB 2008

PROVIDED HOWEVER the period during which the development work is sustended or delayed due to such restrain order or acts shall be excluded in computing the period by which the work of construction of the building is to be completed.

- 7.8 The development of the said property and/or the construction of the said buildings stall be made complete in all respect (including the installation of Tube Well) in habitable condition with electrical connections, water pumps, sewerage and drainage connection, plumbling and capital fittings as also over-head and under ground water tanks.
- 7.9 The Developer herein shall carry out the development work of the said property and/or construction of the said buildings by providing standard quality of building materials, sanitary materials and electrical fittings.
- 7.10 the building materials and debris as would come out from the demolition of the said building and structures shall exclusively belong to and be appropriated by the Developer and in this respect, the Owners Shall not have any claim subject however to the Developer shall bear the cost of demolition of the said property.
- 7:11 The Developer shall apply for and obtain all necessary clearances, permissions, no objections and approvals as may from time to time be required to be obtained from the appropriate Government authorities and/or departments in connection with the development of the said property and/or construction of the said buildings.

# ARTICLE -VIII- OWNERS OBLIGATIONS/COVENANTS

- 8.1 The owners shall render his best co-operation and assistance to the Developer in the matter of development of the said property and/or construction of the new building.
- 8.2 The owners shall not do or cause to be done any act deed, matter or thing nor permit anyone to do any act, deed, matter or thing which may in any manner cause obstruction and/or interference in the development of the said property and/or construction of the new buildings.
- 8.3 The owners shall sign and execute all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required for mutation and obtaining the sanctioned plan from the respective authorities and/or obtaining of necessary sanctions, Permissions, Approvals and/or no objections certificate from the appropriate Government Authorities and/or departments with regard to the proposed construction of the buildings and/or development of the said property and for obtaining water connections, sewerage connection, electric connection and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said buildings and/or unit or units thereat.
- 8.4 The owners herein shall render his best co-operation and assistance as may from time to time be required by the Developer in the matter of obtaining necessary sanctions and/or permissions and/or clearances including necessary sanction of plan from the Authorities AR BASU concerned.
- 8.5 The owners shall as may from time to time be necessary sign, execute and deliver all standard applications, papers, documents and declarations to enable the Developer to apply for and scourt obtain telephone, gas, electricity, telex, sewerage, water connections and other essential and scourt obtain telephone, gas, electricity, telex, sewerage, water connections and other essential and scourt obtain telephone gas, electricity, telex, sewerage, water connections and other essential and scource and other essential and scource and scource and several and scource and several a
- 8.6 The owners shall grant an irrevocable power of Attorney in favour of the Developer and/or its nominees authorising and/or empowering it/them to appear and represent the Owners before the respective authorities and other appropriate Government Authorities and/or department, the District Registration office and other authorities and further to apply for and obtain the sanctioned plan as also to obtain all necessary sanctions, approvals, permissions and no objection certificates as may required for carrying out the said Development work and/or construction of the said buildings as also authorising the Developer and/or its nominee to apply for and to have necessary mutation in the records of the B L & R.O and other appropriate Authorities in respect of Developer's allocation and also for applying for steel, cement and other building materials as also empowering it/them to institute and/or defend all or any suits, appeals, revisions, complaints and other legal proceedings and/or litigations by the Owners concerning or relating to the said property and/or the said development and/or construction of

Alim Box Hondal Animal Islam Aghidul Islam Salama Khartun Azod Box Mondal Abubakkar mondal Re Jia bibi

8.7 In consideration of the premises and in consideration of the Developer undertaking the development in respect of the said property and also in consideration of the said trail forming part of the Owners' allocation in the building to be constructed in terms of these are ents and also in consideration payments as stipulated in clause (11.1) under Article - XI hereunder and in consideration of allotting Owners' allocation by the Developer in complete and inhabitable condition the Owners herein shall complete the sale in respect of the undivided proportionate share in the said land in favour of the Developer and/or its transferees and/or nominees of the several of several shops/units/flats/car parking spaces/ saleable spaces forming part of the Developer's allocation attributable to and/or in relation of such shops/units/flats/saleable space/ Car Parking space / forming part of the Developer's allocation by executing and registering appropriate Deed/Deeds of Transfer containing the usual covenants for title provided however that the consideration money as may be receivable on account of the said sale of undivided proportionate share or interest in the said land attributable and/or in relation to the several shops/units/flats/car parking spaces/saleable space forming part of the Developer's allocation shall exclusively belong to the Developer for being adjusted towards development costs and/or construction costs of the Owners' Allocation. The profit which will be made out of such commercial exploitation by the sale of the Developer's Allocation shall be income assessable in the hands of the Developer, for all Tax purposes including Income Tax, Wealth Tax etc.

8.8 The owners herein doth hereby expressly allow, grant and authorise and shall also always allow, grant and authorise the Developer herein exclusive and unfettered right power and authority to sell, convey and/or transfer by lease or dispose of the flat or flats of the said buildings as also in the common areas and facilities appurtenant thereto forming the Developer's Allocation defined hereinabove to enter in to agreement or agreements for sale thereof with Intending purchaser or purchasers as the nominee or nominees of the Developer herein at such prices and on such terms and conditions as the said Developer may deem fit and proper, to accept Earnest Money and subsequently to sell, transfer, convey, assign and assure or lease out or dispose of the said Developer's Allocation or any part or portion thereof by executing and Registering on failure of the owners herein to execute and register one or more Conveyance or Conveyances in favour of the Intending Purchaser or Purchasers by virtue and under authority of the Irrevocable General Power of Attorney to be executed by the Owners herein in favour of the Developer herein or its nominated person or persons at and for such consideration as may be fixed or decided by the Developer at its sole and exclusive discretion without any interference, intervention and objection of the Owners herein.

8.9 In case any outgoings or encumbrances be found on the said property then the owners shall be liable to pay and discharge the aforesaid encumbrances or outgoings at their own cost and expenses and on his failure to do so the Developer shall cause the same to be removed; paid and discharged at the cost and expense of the Owners being deductible from the amount to be paid or the area to be offered to the owners in as owners' allocation in terms of these presents.

8.10 In case the Developer is unable to fulfill its obligations within the time mentioned in clause (7.7) under ARTICLE-VII above due to the force majure hereinafter contained then in such event the time for performance of its obligations shall be extended accordingly.

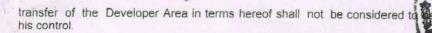
8.11 In case the owners commit any default or breach in fulfillment of his obligations contained herein then and in such event the Developer shall be entitled to specific performances of Breaches or default complained of and for damages therefore.

8.12 In case the Developer commits any default or breach in fulfilling of its obligations contained herein and in such event the owners shall be entitled to carry out the residual construction work and complete the project and shall handover to the developer its/their area after receiving the cost, charges and expenses incurred by the Owners in completing the project as stated hereinabove as certified by the Architect appointed in terms of these presents.

8.13 Notwithstanding the above the inability of the owners to sign the building plan, to produce the original title deeds of the said property and execute and register the necessary deeds of

Herof Box Mondal Amind asland Alim Box Mondal Mahilder Island Salama Knartun Azal Baz Mondal Allow 214 Ktopage Wolfel Box Mondal ReJio bibi of Rejio bibi of

1 8 FEB 2008



#### ARTICLE-IX CONSTRUCTION

- 9.1 The construction of the said Building shall be strictly as per the rules regul bye-laws framed there under and further strictly in accordance with the sanctioned plan, if any.
- 9.2 The Developer shall keep the Owners absolutely indemnified and harmless against all actions claims, and demands whatsoever as may be made due to the construction of the said buildings and/or the said development work being in deviation from the sanctioned plan and/or violation of the rules , regulations and bye-laws as also due to loss of lives and properties
- 9.3 The Developer herein shall be entitled to employ such masons, mistries, engineers, contractors, managers, supervisors and other employees for carrying out the said development work and/or construction of the building as the Developer shall think proper. In this respect the Developer herein shall solely be responsible and/or liable for payment of salaries, wages and/or remuneration of the masons, mistries, engineers, contractors, managers, supervisors, chowkidars and durwans as also staff and employees who may be appointed employed by the Developer for the development work and/or construction of the buildings and in this respect, the owners shall not in any manner be responsible and in this regard, the Developer shall keep the Owners indemnified against any claim or demand.
- 9.4 The Developer herein shall be at liberty to retain, discharge and appoint such Architects, Engineers, and Contractors and the same at such remuneration and terms as the Developer shall think proper. The Developer herein shall solely be responsible for payment of all remuneration, fees and other charges as may be payable to the Architects, Engineers, and Contractors as may be retained by the Developer.
- 9.5 All costs charges and expenses for and on account of the Development of the said property and/or construction of the building shall be borne by the Developer and in this respect, the Owners shall not in any manner be liable or responsible.
- 9.6 Apart from the shops/flats and parking spaces together with portion in the building to be allotted to the Owners the remaining shops/ flats, parking spaces and other spaces of the building including the undivided proportionate share or interest in the said land would belong to the Developer as absolute holder thereof as and by way of Developer's Allocation for sale or transfer thereof in terms of these presents.
- 9.7 The owners and Developer shall at one time be entitled to sell on Ownership basis or otherwise transfer and/or dispose of the residential flats parking spaces and other spaces of the building and such proportionate share or interest in the said land forming part of the owner's allocation and the Developer's allocation respectively in terms of these presents.

# ARTICLE-X-DEPOSIT

DILIP KUMAR BASU

NOTARY 10.1 Apart from several residential flats and parking spaces of the proposed news building sengal proportionate and undivided share in the said land to be allotted to the owners as gad toy way 1994 of owners' Allocation as mentioned herein above, the Developer herein shall also in our consideration of the Owners permitting and/or allowing the Developer &to, under take the, Kol-700 001 development of the said property on the terms and in the manner as herein agreed, hereby agrees to pay to the owner a sum of Rs.15,00,000/- ( Rupees: Fifteen lacs only as a refundable security deposit in the manner appearing hereinafter which shall be refunded by the owners on or before received the possession of the owners' allocation.

1. a sum of Rs.10,00,000/- ( Rupees: Nine lacs ) only shall be paid at the time of execution of these presents

2. Balance sum of Rs.5,00,000/- shall be paid on receipt of clearances from all the authorities including change of use of the said property and sanction of plan for the development of the said property.

ARTICLE-XI-CONSIDERATION
ALENO BOX Mandal Ariginal Islam
Scalama Knartun
Asya 1925/3/20
Abu bakkare necondal
Wald-Box Mondal
Re Jio-bikis Page 22

**ARTICLE -XI-CONSIDERATION** 

Re Jio bible Page 22 of 34

- 11.1 In consideration of the premises aforesaid and in consideration of the premises aforesaid and in consideration of the premises aforesaid and in consideration of the Builder and further allowing the Developer to consideration and to develop the same and also to construct the said full ding and consideration of the allotment of the Developer's Allocation to the Developer with a same and also to construct the said full ding and consideration of the allotment of the Developer's Allocation to the Developer with a same and also to construct the said full ding and consideration of the allotment of the Developer's Allocation to the Developer with a same and also to construct the said full ding and consideration of the allotment of the Developer hereby agrees at the said full ding and consideration of the allotment of the Developer hereby agrees at the said full ding and consideration of the allotment of the Developer's Allocation to the Developer's Alloca transfer in the manner as herein agreed, the Developer hereby agrees at expenses to carry out the said development work including the construction of the owners allocation complete in all respect in terms of these presents to be held, owned and ressessed the Owners herein as absolute Owners thereof . In this respect, the Owners herein all the owners herein as absolute Owners thereof any manner be liable or responsible to pay the cost of construction or other cost charges and expenses whatsoever save and except as stated herein.
- 11.2 In consideration of the premises and in consideration of the Developer at its own costs undertaking the development of the said property and/or construction of the said building and further making available the owners' allocation to the owners in the manner as here in agreed, the Developer here in shall be entitled as absolute Owners in respect of the Developer's allocation together with undivided proportionate share or interest in the land and in the common parts comprised in the said property.
- 11.3 In consideration of the Developer bearing the costs, charges and expenses for development of the said property and/or construction of the Building as aforesaid including the construction of owners' Allocation the Developer and/or its transferees shall not be liable for transfer by the Owners to pay any value and/or consideration on account or undivided proportionate share in the land comprised in the said property attributable to and/or in relation to the Developer's allocation.

# ARTICLE-XII- RATES TAXES AND MAINTENANCE

- 12.1 The Owners herein shall bear and pay the Municipal Corporation taxes and other rates, taxes and outgoing whatsoever concerning or relating to the said property for the period upto the date of completion of the construction of the said building on the said property and in this respect keep the Developer harmless against payment of the same.
- 12.2 On and from the date of completion of the construction of the said building the Developer and or its assignees and /or transferees shall bear and pay the Municipal Corporation taxes and other rates, taxes and outgoings whatsoever concerning or relating to the said property and/or the said buildings and/or said land for developer's allocation and thereafter the owners shall not in any manner be liable or responsible and further the Developer shall keep the owners absolutely indemnified and harmless against payment of the same.
- On and from the date of completion of the development project by the Developer:-
- (i) The Developer herein shall be responsible for payment of the Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the Developer's allocation and in this respect, the Developer herein shall keep the owners as also the owner's allocation indemnified and harmless.
- (ii) The owners herein shall be responsible for payment of the Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the owners' allocation, and in this respect the owners shall keep the Developer as also the Developer's allocation indefinitied and MARI BACU NOTA.IY harmless. Govt. of West Bengal
- 12.4 On and from the date of completion of the project or on and from the date the Roy derbic. 18/1994 having received the several flats and parking space forming part of the owners' allocation inM.'s Court complete in all respect as per this Agreement, the Developer herein shall look 2after, Brankage! Street, Kol-700 001 and administer the day to day maintenance of the building as also common parts, areas, amenities and facilities at the said building and in this respect the owners as also the transferees of the flats and parking spaces forming part of Owners' allocation shall render his best cooperation and assistance subject to the payment of such maintenance charges as may be notified by the Developer from time to time to the prospective purchases of units/flats/ car parking spaces and to the Owners in respect of his allocations till the Owner's association is formed for the purpose of maintenance of the said building .

12.5 On and from the date of completion of the project, the Owners and/or the Transferees of the flats and parking spaces forming part of the Owners' allocation shall be responsible to pay

Hero, Box Mondal Amind Islan Alim Box Nordal Mahidul Islan Sala man knowling Azad Box mondal Page Stofm - 5/16 m 2 / Stof Page Stofm - 5/16 m 2 / Stoff Page Worker & Mondal Re Jia Bibi

age 23 of 34

9 RFEB 2008

to the Developer the monthly maintenance and service charges as may be found a value on account and in respect of the Owners' allocation. The Developer and/or its mansferges shall be responsible for the payment of monthly maintenance and service charges on account of the Developer's allocation.

# ARTICLE XIII HOLDING ORGANISATION

13.1 After the completion of construction of the said building and carrying better development work, the Developer herein shall at its discretion cause an Association or Syndicate or Limited Company to be floated and/or incorporated for the purpose of managing and maintaining the common facilities, common areas and amenities at the said building. The Developer shall frame the rules, regulations and bye-laws of the said Association or Syndicate or Limited Company as the Developer shall think proper.

# ARTICLE-XIV-COMMON RESTRICTION

- 14.1 The Owners' allocation in the building in addition to restriction as set out herein shall be equally subject to the same restrictions on transfer as may be applicable to the Developer's Allocation in the building and vice-versa.
- 14.2 The owners and the Developer shall not permit the user of their respective portions in the building for carrying on any wrongful, offensive, illegal or immoral trade or activity nor use or permit the user thereof for any purpose which may cause nuisance or be hazardous to the other prospective occupiers of the building.
- 14.3 The owners and the Developer and/or their respective transferees shall not demolish or permit demolition of any wall or other structures respectively in the Owners' allocation and the Developer's allocation or any portion thereof or make any structural alteration therein, without the previous consent obtained in writing of the Developer.
- 14.4 The owners and the Developer and/or their respective transferees shall abide by all laws, rules, regulations of the Government, local bodies and the Holding organization as the cause may be and shall be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 14.5 The owners and the Developer and/or their respective transferees shall keep the interiors, walls, sewer, drainage, pipes and other fittings and fixtures and the floors and ceilings etc. respectively in the Owners' allocation and the Developer's allocation in the building in good working and repair condition and in particular, so as not to cause any damage to the building or any part of any other spaces or accommodations therein.
- 14.6 The owners and the Developer shall not do or permit anyone to be done anything which may render void or voidable any Insurance respect of the building or portion thereof and/or cause increase in the matter of premium payable on account of such Insurance.
- 14.7 No goods or other item shall be kept by the owners or the Developer or their respective transferees for display or other wise in the corridors or other places of common use in the building and no hindrance or obstruction shall be caused in any manner in the free movement in the corridors and other places of the common use in the building and in case of any such hindrance or obstruction caused, the Developer shall be entitled to remove the same at the risk and costs of the concerned party and vice versa.
- 14.8 The owners and the Developer and/or their respective transferees shall not throw or accumulate any dirt, rubbish waste or refuses nor permit the same to be thrown or accumulated in or about the building or in the compounds, corridor or any other portion of the building

# ARTICLE-XV-MISCELLANEOUS

DILIP KUMAR BASU

15.1 The owners and the Developer have entered into this Agreement purely on principal basisves: Beagai and that nothing stated shall be deemed or constructed to be a partnership and/or joint weature. 18/1994 and that nothing stated shall be deemed or constructed to be a partnership area. Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association off.'s Court between the Developer and the Owners nor the parties hereto shall constitute an Association of the Developer and the Owners nor the parties hereto shall constitute an Association of the Developer and the Owners nor the parties hereto shall constitute an Association of the Developer and the Owners nor the Ow person.

15.2 That nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer, or

Hero, Box Monder Aminul 28
Alim Box Nonder Mahidel Oxford
Sarlama Khartan Azas Box monder
Abribakkase monder ReJia Libi
Wahaffor Mondal ReJia Libi

Page 24 of 34

as creating any right title or interest in respect thereof in favour of the Developer, save right to undertake development as per this Agreement.

15.3 Notwithstanding anything to the contrary herein contained, it is agreed and made clear that the roof of the building to be erected in or upon the said land shall be common in apportion to the flats to be Allotted to the Owners as and by way of the Owners' allocation and the be allotted to the Developer as and by way of Developer's allocation as aforesaid. Provided however that the Developer herein shall be at liberty to jointly erect and/or construct further one or more floors or other structures in or upon the roof subject to receipt of permission from the Municipal Authorities.

- 15.4 On completion of the project of development of the property and/or construction of the said building as also distribution of the Owners' allocation and the Developer's Allocation in the manner as herein agreed, this agreement shall stand fulfilled.
- 15.5 The parties hereto shall jointly take appropriate steps for separate assessment of Municipal taxes payable in respect of several units forming part of the Owners' allocation and the Developer's allocation respectively.
- 15.6 The owners and the Developer hereby agree and undertake to sign and execute all other documents which may be required for the purpose or smooth implementation of this Agreement as and when required.
- 15.7 The Owners herein in consideration of the stipulations contained above doth hereby expressly allow, grant and authorise and shall also always until such time as the Developer may inform allow, grant and authorise the Developer exclusive and unfettered right, power and authority to advertise for sale in the news papers of the shops, flats, car parking space, share in the lands and in the common areas and facilities forming the Developer's area to enter into agreement with the intending purchasers as nominees of Developer for sale of the same at such price and on such terms and conditions as the Developer may think best and proper to accept earnest money and subsequently to sell, transfer, convey lease out or dispose off the said Developer's Area or any part or portion thereof by executing and registering on failure by the Owners to execute and register one or more deed of conveyance of the said area in favour of the said intending purchasers by virtue and under authority of the said General Power of Attorney to be executed by the Owners in favour of the Developer at its sole and absolute discretion at and for such consideration as may be exclusively fixed and determined by the Developer to be received by and paid to it in such manner as may be decided and deemed proper by the Developer without any interference, intervention and objection from the Owners.
- 15.8 The Developer shall be entitled to do all things and take such other steps or measures to successfully complete the project intended herein including right, power and authority to appoint and engage sub-contractor, engineer, architect, masions, labours, durwans, security men, surveyor, plumbers, designers, decorator and other workmen and/or employees on such terms and conditions as a Developer may think in its discretion best and proper and also to suspend, terminate or release as and when necessary and expedient.
- 15.9 That the terms, conditions, stipulations and covenants hereof may be varied altered and/or varied according to convenience of the project intended herein with mutual consent and agreement between the parties hereto.
- 15.10 Any notice required to be given by any of the parties to the other without prejudice to any other mode of service available shall be deemed to have been given and served if sent by DILIP KUMAR BASU hand or by registered post at the last known addresses' of both the parties.
- 15.11 The Power and/or authorities granted aforesaid in favour of the Developer shall remain in force during the subsistence of this Agreement and upto completion of construction of newwest Benga Head. No. 18/1994 building as per law. G. M. M.'s Court

15.12 Each of the covenants herein contained shall be deemed to be consideration for the otherail Street. Kol-700 00

# ARTICLE -XVI-DOCUMENTATION

16.1 All Agreements, Contracts, deeds, documents for the sale and disposal of the owner's allocation and the Developer's allocation by the Developer shall be identical containing the

Hore? Box Mandal Aminul Islam
Alim Box Mondal Thirdel Islam
Sailama Moutun Azas Box Mondal (
Abibakhar mondal ReJia biba Page 25 of 3
Wohen Box Mondal ReJia biba Page 25 of 3

ReJia bible Page 25 of 34

1 8 FEB 2008

same terms and conditions as may be mutually approved by the parties the same shall be drafted by the Advocate Appointed by the Developer.

# ARTICLE-XVII-DEFAULT

17.1 This Agreement can not be rescinded and/or cancelled and/or terminated in case the Developer fails to carry out the terms herein contained or construct the building mentioned herein, provided however that before such cancellation the Developer shall be given sufficient opportunity to make good or remedy the breach or failure complained of by the Owners.

17.2 In the event of rescission of this contract caused by the Owners on any ground whatsoever the Owners shall refund to the Developer herein all the amounts towards all costs, charges and expenses paid and incurred by the Developer herein as certified by the architect and it is explicitly agreed that till the amount incurred by the Developer for the development of the said property including the vacation of the tenants / occupiers the Developer shall have lien over the said property and the possession of the said property shall remain with the Developer.

# ARTICLE-XVIII-ARBITRATION

18.1 All disputes and differences between the parties hereto arising out of this Agreement regarding the construction or interpretation of any of the terms and conditions herein contained or determination of any liability or otherwise touching these presents shall be referred to as a sole Arbitrator to be nominated by both the parties with regard to the appointment of the sole Arbitrator, each party shall nominate their own Arbitrators and the same shall be deemed to be reference within the meaning of the Arbitration and conciliation Act of 1996 and/or the Act as may be enacted and the statutory amendments or modification thereunder and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrators shall have summary powers.

#### THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

#### PART II

Title deed no. I 1128 dt. 2.8.93 being no. 1128 of 1993 in Book No. I volume no. 15 pages 453 to 466 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

#### Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 315 under khatian no. 54

Dag No. 211/531 12 decimals

Land measuring: 12 decimals being proportionate rent .50 Paise.

# Schedule 2 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in part Khatian no. 314 under khatian no. 54

DILIP KUMAR BASU MOTARY

VENDA: OF COURSE E

1 節 图 1 角

Govt. of West Bengal Regd. No. 18/1994 C. M. M.'s Court 2 & 3, Bankshall Street, Kor-760 001

12 Decimals Dag No. 211 Dag No. 211/530 3 decimals

CARNOT Box Mondel Alim Box Pendal

Saila ma Khartun

Biya 8 3 5 5/201 
Abubakkan monded Re Jia bisi

Wohed BOL Mondal

18 F

Page 26 of 34

1 8 FEB 2008

Dag No. 211/531 9 decimals Land measuring : 24 decimals

#### Schedule 3 to the above deed

District: North 24 parganas
Police Station and Sub-Registry Office –Barasat
Pargana- Anwarpur
Mouza- No. 32
Mouza – Sadar pur.
Touzi No. 146 current Touzi no. 12
J.L.No. 32 Re. Sur No. 22
Included in part Khatian no. 54 under khatian no. 313 and 315

Dag No. 211 12 decimals Dag No. 211/530 3 decimals Dag No. 211/531 9 decimals

Land measuring: 24 decimals



#### **PART III**

Title deed no. I 1129 dt. 2.8.93 being no. 1129 of 1993 in Book No. I volume no. 15 pages 473 to 480 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

#### Schedule 1 to the above deed

District: North 24 parganas
Police Station and Sub-Registry Office –Barasat
Pargana- Anwarpur
Mouza- No. 32
Mouza – Sadar pur.
Touzi No. 146 current Touzi no. 12
J.L.No. 32 Re. Sur No. 22
Included in Khatian no. 315 under khatian no. 54, 313,35 and 36
Dag No. 211/531 11 decimals
Land measuring: 11 decimals being proportionate rent. 50 Paise.

## Schedule 2 to the above deed

District: North 24 parganas
Police Station and Sub-Registry Office –Barasat
Pargana- Anwarpur
Mouza- No. 32
Mouza – Sadar pur.
Touzi No. 146 current Touzi no. 12
J.L.No. 32 Re. Sur No. 22
Included in Khatian no. 314 under khatian no. 54
Dag No. 211 12 decimals
Dag No. 211/530 12 decimals
Land measuring: 24 decimals being proportionate rent. 50 Paise.

## Schedule 3 to the above deed

District: North 24 parganas
Police Station and Sub-Registry Office –Barasat
Pargana- Anwarpur
Mouza- No. 32
Mouza – Sadar pur.
Touzi No. 146 current Touzi no. 12
J.L.No. 32 Re. Sur No. 22
Included in Khatian no. 54 under khatian no.313,35,366

Alin Box Mondal Aminud Alin Box Mondal Mahibul Salama Khartan Rad Box M. Box 18 Sym 5/16 on 2/2 Wohed Box Mondal Re Jia biss

Govt. of West Bengal Regd. No. 18/1994 C. M. M. 3 Gourt 2 & 3 Bankshall Smoot, Kol-700 001

Head Box monday of the 27 of 34

2 Jio bill 18 27 of 34

12 decimals Dag No. 211 Dag No. 211/530 5 decimals Dag No. 211/531 9 decimals Land measuring: 26 decimals

#### PART VI

Title deed no. I 1133 dt. 2.8.93 being no. 1133 of 1993 in Book No. J Tolument to 18 registered with the Joint Sub-Registrar of Barasat at Kadambaychi

#### Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 315 under khatian no. 54

Dag No. 211/531 11 decimals Land measuring: 11 decimals being proportionate rent 50 paise.

# Schedule 2 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza- No. 32 Mouza - Sadar pur. Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 314 under khatian no. 54 11 decimals Dag No. 211 Dag no. 211/530 5 decimals Dag No. 211/531 9 decimals Land measuring: 25 decimals being proportionate rent 2.90 paise.

# Schedule 3 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur Mouza-No. 32 Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 54 under khatian no. 313 12 decimals Dag No. 211 Dag No. 211/530 3 decimals

Land measuring : 25 decimals being proportionate rent 1.05 paise. 2 & 3. Bankshall Street, Kol-700 001

DILIP KUMAR BASU YMATON

Govt. of Wast Bengal Regd. No. 15/1994 C. M. M. a Court

# **PART VII**

Title deed no. I 1134 dt. 2.8.93 being no. 1134 of 1993 in Book No. I volume no. 16 pages 19 to 26 registered with the Joint Sub-Registrar of Barasat at Kadambagchi

# Schedule 1 to the above deed

District: North 24 parganas Police Station and Sub-Registry Office -Barasat Pargana- Anwarpur

Mouza-No. 32 Mouza - Sadar pur.

1 8 FEB 2000

Alim Box Mondal
Alim Box Mondal
Soulama Khantan

Salama Khantan

Saya Jasayar Mondal

Abubakkar mondal

ReJla Bider

Wohed Box Mondal

Rage 28 of 34

Mouza - Sadar pur.

Title deed no 3660 of 2006 in Book No. I volume no. pages the Joint Sub-Registrar of Barasat at Kadambagchi

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur

Mouza-No. 32

J.L.No.32 Register no. 32

Mouza - Sadar pur.

Included in Khatian no. 35 and 36 under Khatian no. 97

Dag No. 197

Land measuring: 12 decimals

Included in Khatian no.243 and 242

Dag No. 199

Land measuring: 9 decimals

Included in Khatian no.371

Dag No. 207

Land measuring: 12 decimals

Included in Khatian no. 144 and 145

Dag No. 200 & 201

Land measuring: 14 decimals in Dag No. 201 and 28 decimals in Dag no. 200

Aggregate Land measuring: 75 decimals

PART XII

Title deed no. 3659 of 2006 in Book No. I volume no. \_\_\_ pages \_\_\_ to \_\_\_ registered with the Joint Sub-Registrar of Barasat at Kadambagchi

District: North 24 parganas

Police Station and Sub-Registry Office -Barasat

Pargana- Anwarpur

Mouza-No. 32

J.L.No.32 Register no. 32

Mouza - Sadar pur.

Included in Khatian no. 35 and 36 under Khatian no. 97

Dag No. 197

Land measuring: 12 decimals

Included in Khatian no.243 and 242

Dag No. 199

Land measuring: 9 decimals

Included in Khatian no.371

Dag No. 207

Land measuring: 12 decimals

PUSHPAK INFRASTRUCTUR

Included in Khatian no. 144 and 145

Dag No. 200 & 201

Land measuring: 14 decimals in Dag No. 201 and 28 decimals in Dag no. 200

Aggregate Land measuring: 75 decimals

Part No.	Dag No.	Deed No. of 1993	Schedule	Area desimal	Total Decimals
I	209	1127	5	1	
4.	209	1127	6	2	
	209	1127	7	2	
	209	1127	8	2	
	209	1127	9	8	
	209	1127	10	2	

Hero? Box Mondal Aminuel Islam
Alim Box Mondal Mahidul Islam
Sanlama Kharlan
Thay 3 30 3/2/21 - ReJia behi
ReJia behi Heroz Box Mondal

Touzi No. 146 current Touzi no. 12 J.L.No. 32 Re. Sur No. 22 Included in Khatian no. 315 under khatian no. 54

Dag No. 211 /531 11 decimals

Land measuring : 11 decimals being proportionate rent 50 paise.

# Schedule 2 to the above deed

District: North 24 parganas
Police Station and Sub-Registry Office –Barasat
Pargana- Anwarpur
Mouza- No. 32
Mouza – Sadar pur.
Touzi No. 146 current Touzi no. 12
J.L.No. 32 Re. Sur No. 22

Included in Khatian no. 314 under khatian no. 54
Dag No. 211 11 decimals
Dag no. 211/530 5 decimals
Dag no. 211/531 9 decimals

Land measuring: 25 decimals being proportionate rent 2.90 paise.

# Schedule 3 to the above deed

District: North 24 parganas
Police Station and Sub-Registry Office -Barasat
Pargana- Anwarpur
Mouza- No. 32
Mouza - Sadar pur.
Touzi No. 146 current Touzi no. 12
J.L.No. 32 Re. Sur No. 22
Included in Khatian no. 314 under khatian no. 54
Dag No. 211 12 decimals
Dag No. 211/530 3 decimals
Dag No. 211/531 10 decimals
Land measuring: 25 decimals being proportionate rent 1.05 paise.

Title deed no. 3661 of 2006 in Book No. I volume no. \_\_\_ pages \_\_\_ to \_\_\_ registered with the Joint Sub-Registrar of Barasat at Kadambagchi

District: North 24 parganas
Police Station and Sub-Registry Office –Barasat
Pargana- Anwarpur
Mouza- No. 32
J.L.No.32
Mouza – Sadar pur.
Included in Khatian no. 35 and 36 under Khatian no. 97
Dag No. 197
Land measuring: 11 decimals

Included in Khatian no.371 Dag No. 207 Land measuring : 11 decimals

Included in Khatian no.144 under Khatian no. 145 Dag No. 200

Land measuring: 30 decimals

Included in Khatian no. 144 Dag No. 201 Land measuring : 14 decimals

Aggregate Land measuring: 74 decimals

Alim Box Honder
Saila ma Khartun
Bhy 3 8 8 6 ml Aberbakker Mondal
WohldBox Man Oal

DILIP KUMAR HASU

18 ' 1806 a of Wart Be

00016

Govt. of West Bengal Regd. No. 18/1994 C. M. M. 'n Court 2 \$ 3. Bankshall Street, Kol-700 001

PUSHPAK INFRASTRUCTURE W. LTD.

IV	209	1131	5	1.2	9
	209	1131	6	2 /3	
	209	1131	7		
	209	1131	8	2 100	3 A19 E29 am attention
	209	1131	9	8	
	209	1131	10	2	
1	210	1127	The same of the sa	1	
	210		3	7	CONTRACTOR BEAUTY
IV	210	1127	4	7.5	- outstand Order
14	210	1131	3	7	
IV	212	1131	4	7.5	29
-		1131	2	15.5	
1	212	1127	2	15.5	31
I	213	1127	1	8.5	
IV	213	1131	1	8.5	17
IX	1934	1138	Kha	17	
IX	1934/3908	1138	Kha	17	
IX	1933	1138	Kha	40	34
11	211/531	1128	1	12	34
11	211/531	1128	2	9	
11-	211/531	1128	3	9	
111	211/531	1129	1	11	
III	211/531	1129	3	9	
VI	211/531	1133			
VI	211/531	1133		11	
VI	211/531	1133	2	9	
VII	211/531		3	10	
VII	211/531	1134		11	
VII		1134	2	9	
	211/531	1134	3	10	110
1	211	1128	2	12	
1	211	1128	3	12	
11	211	1129	2	12	
II	211	1129	3	12	
VI	211	1133	2	II	
/I	211	1133	3	12	
VII.	211	1134	2	11	
/11	211	1134	3	12	94
I	211/530	1128	2	3	94
	211/530	1128	3	3	
11	211/530	1129	2		a
11	211/530	1129		12	
1	211/530	1133	3	5	
1	211/530		2	5	
II		1133	3	3	
11	211/530	1134	2	5	
11	211/530	1134	3	3	39
	197	3661 of 06		11	
	199	3661 of 06		8	
	207	3661 of 06		11	
	200	3661 of 06			
	201	3661 of 06		14	IP KUMAR BAS
I	197	3660 of 06		12 11	ID KUMAD BAS
I	199	3660 of 06			
I	207	3660 of 06		12	tablet Rengal
Ī	200	3660 of 06		12	10V1. CI VEST 1994
	201	3660 of 06		28	Redd. Iso. 107
II	197		-	14	C. 75. M. S Court Bankshall Safest, Kol-700
II	199	3660 of 06	-	12 283	Bankshall Street, 10.
1		3660 of 06		9	
	207	3660 of 06		12	
I	200	3660 of 06		28	
1	201	3660 of 06		14	75
100				Total	1.5

In aggregate area of 652 decimals equivalent to 392 cottahs 12 chittack and 15 sq.ft. be the same a little less or more which is in the possession of the owners, hereinafter called 'The said

Horas Box Mondal
Alim Box Mondal
Salama Khartun

13343 333 200 m -

Aminul Islan Aghidul Islam Azaz Boa mandal

216W20 AR Pa

Page 31 of 34

(Aminul Islam) Herod Box Hondel

(Firoz Bux Mondal)

SIGNED SEALED AND DELIVERED BY THE DEVELOPER IN THE PRESENCE OF WITNESSES:

1.

2

PUSHPAK INFRASIR

Director

Bengal

DILIP RUMBIE MASU THATTE 4

Cinut, of W.

Rossica No. 1 A Market See Co. Co. Co. MENT - ATTENDED TO THE PORT LILL

Notar: Regd B 18 3. Hankshall

1 P FEB 2008

IDENTIFIED AY ME AND