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16 MAY 2019

DEVELOPMET AGREEMENT

THIS AGREEMENT made this 16th day of May, Two Thousand Nineteen (2019)

BETWEEN

SRI SANTI RANJAN BASAK, (PAN No-ADDPB1424F) Mob: 9830263441 son of Late Rajendra Kumar Basak, by faith-Hindu, by nationality- Indian, by occupation-Business residing at CG-105, Saltlake city, P.S-Bidhannagar (East), P.O-SechBhavan, Kolkata-700091. Hereinafter called and referred to as the "OWNER/LANDLORD" (which terms of expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, legal representatives, successors, executors, administrators and assigns) of the FIRST PART:

Kamal Das

Santilaji Rasan

21455

Name:

Address:

Alipur Collectorate, 24 Pgs. (8)

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Alipur Police Court. Kol-27



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AND

MESSRS. "SPANDAN REALTORS" a proprietorship Firm having its registered office at No. 7/1A, Hazra Road, Edcon Chamber, P.O.-Kalighat, P.S.- Bhowanipur, District-24 Pgs. (s), Kolkata- 700026, represented by its proprietor SRI KAMAL DAS (PAN NO ADWPD1069K), Mob: 9830024077 son of late Taraklal Das, by faith- Hindu, by nationality- Indian, by occupation- Business, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART:

1.0. TITLE OF THE SAID PREMISES

WHEREAS one SRI. Sadhan Chandra pramanik son of SRI.Fakir Chandra Pramanik of Kalikapur, within Police station previously jadavpour now Kasba, Dist.24-Parganas now south 24-Parganas, was the recorded owner of 2 Acres 45 Decimals of Sali land in Mouza-Kalikapur, J.L. No.Pargana Khaspur, Touji No.3-6, & 12, appertaining to R.S. Khatian No.359, comprised in Dag No.356/406, within Police station Tollygunge then Jadavpur at present Kasba, in the District of 24-Parganas, now South 24-Parganas, as per revisional settlement record and was seized and possessed of said land without any interference from any quarter.

AND WHEREAS while thus seized and possessed of and/or otherwise well and sufficiently entitled to the said land duly paying the kazna to the Collectorate of the District the said Sadhan Chandra Pramanik died intestate leaving behind him surviving his wife SMT.Molina Bala Pramanik and one son SRI Sankar Chandra Pramanik as his only legal heirs and successors of the said land left by him.

AND WHEREAS the said Molina Bala Pramanik and Sri Sankar Chandra Pramanik while thus seized and possessed of and/or otherwise well and sufficiently entitled to the said

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land duly paying the rates and taxes to the competent authority as per Hindu Succession Act 1956 sold transferred and conveyed 12 cottahs of Sali Land in Mouza-Kalikapur, J.L.No. 20, appertaining to R.S. Khatian No. 359, comprised in R.S. Khatian No. 359, comprised in R.S. Dag No. 356/406, within police station Jadavpur now kasba District 24-Parganas now South 24-Parganas, out of the land inherited by them at the then market price unto and in favour of SRI Gobinda Barui and Haru Barui both sons of late SRI Biraj Barui of kalikapur, P.S. Jadavpur, Dist. South 24-Parganas, under and by virtue of a deed of Conveyance executed on 15th day of June, 1972 and registered in the office of Sub-Registrar at Alipore vide its Book No. I, Volume No. 44, Pages 152-154, Being No. 2237, for the year 1972, and delivered them the peaceful physical khas possession thereon.

AND WHEREAS the said Gobinda Barui and Haru Barui while thus seized and possessed of said purchased of said purchased land duly mutaing their names in the records of B.L.R.O.kasba and paying the rates and taxes to the competent authority sold transferred and conveyed a plot of land containing an area of 6Cottahs 7Chattaks 38Sqft.more or less together with easement right of common passage and appurtenances out of their said Mouza-Kalikapur, J. L. No-20, Pargana-Khaspur, Touji No.3-6&12, purchased land appertaining to R.S Khatian No359, comprised in R.S. Khatian No.359, comprised in R.S. Dag No.356/406, within police station Kasba, District South 24-Parganas, at the then market price due to their urgent need of money unto and in favour of owner Sri Santi Ranjan Basak, S/O Late Rajendra Kumar Basak residing at CG-105, Salt Lake City, Bidhannagar (East) Near Sech Bhavan, Kolkata-700091./first party herein under and by virtue of a Bengali Kobala executed on 20th November,1996 and registered in the office of Add1.District Sub-Register at Sealdah and entered in its Book No.1, Volume No.82, pages · 129-135, Being No. 3256 for the year 1996 and delivered the peaceful vacant possession of the said land unto the owner/first party herein.

AND WHEREAS the owner Sri Santi Ranjan Basak, S/O Late Rajendra Kumar Basak residing at CG-105, Salt Lake City, Bidhannagar (East) Near Sech Bhavan, Kolkata-700091 /first party





herein while thus seized and possessed of and/or otherwise well and sufficiently entitled to the said land containing an area of 6Cottahs 7Chattaks 38Sqft.more or less together with easement right of common passage and appurtenances thereto in Mouza-No.359,compressed R.S.Khatian Kalikapur, J.L. No. 20, appertaining to No.356/406, P.S. Kasba, in the District of South 24-Parganas, as more fully mentioned in the Schedule 'A' hereunder written duly mutating his name in the records of B.L.&L.R.O Kasba and the records of Kolkata Municipal Corporation as Premises No.1128 Kalikapur, within the ambit of Ward No.109, under Asasessee No. 31-109-06-1187-6 considered the possibility and feasibility of developing the said plot of land by erecting a mulistoried building thereon as per building plan to be sanctioned by the competent authority but due to paucity of fund and lac of technical know how and experience negotiated with the developer/second party herein for such purpose and the developer/second party herein knowing the intention of the owner/first party agreed to the proposal of the first party for developing of the said plot of land by erecting a multistoried building as per the building plan to be sanctioned by the competent authority at their own cost and initiative on the following terms and conditions.

- 2.0. **DEVELOPER:**The Developer has stated to the owner/landlord herein that it has got reasonable expertise for development of various premises in and around Kolkata either through itself or through its sister concerns. The Developer has reasonable expertise and infrastructure and financial capabilities to complete the project and make the same a viable one.
- 3.0. **DEFINITION:** in this indenture unless it be contrary or repugnant to the context the following words shall have the following meanings:

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- 3.1. OWNER/LANDLORD SRI SANTI RANJAN BAŞAK, (PAN No-ADDPB1424F) son of Late Rajendra Kumar Basak, by faith- Hindu, by nationality- Indian, by occupation- Business residing at CG-105, Saltlake city, Bidhannagar (East), near Sech Bhavan, Kolkata-700091.
- 3.2. DEVELOPER: "SPANDAN REALTORS" a proprietorship Firm having its registered office at No. 7/1A, Hazra Road, Edcon Chamber, P.O.-Kalighat, P.S.-Bhowanipur, District-24 Pgs. (s), Kolkata- 700026.Represented by its proprietor.SRI KAMAL DAS (PAN NO-ADWPD1069K),son of late TarakLal Das,by faith-Hindu,by nationality-Indian,by occupation-Business,hereinafter called and referred to as the DEVELOPER
- 3.3 ENTIRE MOTHER PROPERTY: ALL THAT piece and parcel of land 6 Cottah 7Chattak 38 sq.ft at 1128 kalikapur Kolkata-700099 R.S. Dag no.-356/406(part)Khatian no.-359 ,mouza- Kalikapur ,J.Lno.-20, R.STouzi.no.-3,4,5,12,WardNo-109,P.S.-Purba Jadavpur,P.O.-Mukundapur,Kolkata-700099.
- 3.4 PREMISES: shall mean premises no 1128. Kalikapur,ward no.-109 P.S.-Purba Jadavpur,P.O.-Mukundapur Kolkata-700099 which is the present address.ALL THAT piece and parcel of the land 6 cotthas 7 chattak 38 sqft.
- 3.5 BUILDING: shall mean proposed multi-storied building to be constructed thereon consisting of several self-contained flats, shops, commercial spaces and car parking spaces.
- 3.6 BUILDING PLAN: shall mean the proposed multi-storied building plan to be submitted before the competent authority and other statutory authority including all modifications or variations therein upon acknowledgement and/or consent between both the parties.
- 3.7 SUPER BUILT UP AREA: shall mean and include the plinth area of the building measuring at the floor level of any stories and shall be concluded by inclusion of the thickness internal and external and pillars including the proportionate space covered by common passages, staircase, landing, lift shaft, proportionate share of the land also

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included save that is any wall be the common between to separate two portions/flats rooms then only half of each wall thickness to be included for computing the area of the flat.

- 3.8 COMMON PORTION/AREAS: shall mean and include the common paths, common passage, drive ways, main entrance, common boundary walls, common drains, common sewerage, common lines, common connections, stairs, stair landings and lobbies, Pump room Water reservoirs both underground an and overhead, common toilets, 100% roof common, compounds and all other parts and areas of the building to be maintained and enjoyed by all or any of the occupants in common. As mentioned in the Fourth Schedule.
- 3.9 COMMON FACILITIES AND AMENITIES: Shall include 100% of the ultimate roof of the building corridors, hall ways, stair ways, passage way, common lavatories, pump room, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions maintenance and/or management of the building. As mentioned in the Fourth Schedule.
- 3.10 ASSOCIATION :Shall mean an association which has been formed by the purchasers for the common purpose and having such regulation and bye-laws for the time being as the Owner or Developer may deem fit and proper.
- 3.11 UNDIVIDED PROPORTIONATE SHARE: Shall mean the undivided impartible and indivisible share or interest in the land attributable to the said unit.
- 3.12 FLATS: Shall mean all that the other flats / units / apartments / constructed space of the said building.
- 3.13 CAR PARKING: Shall mean all that the car parking spaces / garage / car parking units of the said building.

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- 3.14 COMMERCIAL SPACE : Shall mean all that the commercial spaces / shops / showrooms / other commercial units of the said building.
- 3.15 TRANSFER: With its grammatical variation shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat / unit multi storied building to the Purchaser.
- 3.16 COMMON EXPENCES: Shall mean and include the proportionate share of cost expenses, and charges for working maintenance, upkeep repair and replacement of the common parts including proportionate share of Corporation Taxes, Property Taxes and other Taxes, and levies relating to or connected with the said building and land there to. As mentioned in the Fifth Schedule.
 - 3.17 CO-PURCHASER OR CO-OWNER: Shall mean the person with whom the Owner / Landlord and the Developer agrees to transfer flats by way of conveyance or otherwise and undivided interests of land.
 - 3.18 COMMON EASEMENTS: Shall mean the easements, quasi easements, rights, privileges and appurtenances appertaining to the said flat for reasonable enjoyment and occupation of the flat and shall also include the reciprocal easements, quasi easements, obligations and dues or like nature of other flat in the said building in or upon such flats.
 - 3.19 THE PRONOUNCE HE OR SHE: Shall mean and the be constructed to have been used to mean any person or persons male or female, a firm, a company or any other legal entity capable of holding property, if the context so admits in these Indenture.
 - 3.20 NAME OF THE PROJET : SPANDAN SUNFLOWER
 - 4.0. OBLIGATION, DUTIES, RESPONSIBILITES AND COVENANTS OF THE OWNER /

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- The Owner / Landlord herein shall execute a Development Power of Attorney in favour of the Developer for carrying out the development work in the said premises and / or all acts relating to and touching with the development project as well as disposal of developer's allocation by the developer.
- 4.2 The Owner / Landlord have authorized the Developer to enter into various agreements and / or Deeds for disposal of the Developer's allocation only.
- 4.3 That after the execution of this Development Agreement, the Developer is empowered to execute and / or get registered necessary agreements and / or deeds in favour of any intending persons / buyers or its nominee and / or nominees for the Developer's allocation only.
 - 4.4 The Owner / Landlord declare that they have not entered into any agreement for sale or transfer for development of the said property (more particularly mentioned in the First and Second Schedule below) with any other person or persons except the Developer herein and the title of the said premises is clear and have got a marketable title.
- 4.5 That at present the Owner / Landlord herein, is the absolute Owner/ Landlord of ALL THAT total piece and parcel of land 06 Cottah 7 Chatak 38 sq.ft. where the address is 1128 Kalikapur, Ward No-109, P.S-Purba Jadabpur, P.O-Mukundapur, Kolkata-700099.
- The Owner / Landlord hereby grants exclusive right to the Developer to construct multi storied buildings thereon, containing several flats, shops, commercial spaces, car parking spaces, covered spaces in accordance with the sanctioned plan and to sell the said flats, shops, commercial spaces, car parking spaces, covered spaces to the buyers of the Developer's choice except the owners allocation. The Developer shall be entitled to obtain necessary advance from the intending buyers, purchasers on terms and conditions as the Developer's may in its absolute discretion deem fit and proper and in that event the owner

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Mandlord shall not have any financial liability to the third parties with whom the developer has entered into any contract as stated above.

- 4.7 The Owner / Landlord hereby grants exclusive right to the Developer to construct multi storied building or buildings thereon and to exploit the same residentially / commercially in accordance with the sanctioned plan or plans.
- 4.8 The Owner/Landlord shall always co-operate with the Developer for smooth development of the said premises and shall not do any act, deed, agreements or things whereby the Developer shall be prevented from construction and completion of the new building or buildings or in disposal of the Developer making or causing to be made such construction of the new building or buildings or in disposal of the developer's allocation, nor shall cause any obstruction till the development is completed. Except in case of any deviation from the sanctioned plan or breach of any terms and condition as stated in this agreement.
 - 4.9 The Owner / Landlord hereby agrees and covenants with the Developer not to do any acts, deeds, agreements or things whereby the Developer may be prevented from selling, assigning and / or disposing the Developer's allocation or portion thereof.
 - 4.10 The Owner/ Landlord shall sign all papers and documents as may be required for smooth development and disposal of the said premises in terms of this agreement as and when placed by the Developer and/or as and when the same will be required for statutory compliance without any delay and negligence.
 - 4.11 The Developer being the constitute attorney of owner/landlord or their authorized representative, shall sign and/or cause to be signed all plans, applications, affidavits, declarations and other documents as may be required, for obtaining sanction of the building plan from the Kolkata Municipal Corporation and/or for obtaining sanction from other statutory authorities.

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- The owner/landlord signatures are not required in all documents for disposal of the Developer's allocation including for execution and registration of any Agreements, Deeds, Assignment Agreements, Conveyances to the nominee and/or nominees of the Developer for smooth disposal of the Developer's allocation.
- 4.13 The owner/landlord will not indulge in any activities, which may be detrimental to the development of the said premises and/or may affect the mutual interest of the parties hereto. It will take all steps that may be necessary for successful completion of the development of the said premises and for disposal of the Developer's allocation to the intending person and/or buyers and/or its nominees.
- 4.14 That the Developer have been empowered by the owner/landlord to obtain the necessary permission, consent and/or acknowledgement from the existing occupier for the construction of the proposed multi-storied building or buildings.
- 4.15 That in case of any violation of any terms and conditions of this Agreement by the owner/landlord, the Developer has every right to take inecessary steps and/or action to defend the same in accordance with law before the appropriate court of law.
- 4.16 That in case of death of the owner herein, the legal heirs and/or legal representatives of the said deceased owner/landlord will be bound to execute a fresh joint Development Agreement and Development Power of Attorney in favour of the Developer at the cost of the Developer and on the same terms and conditions without any change of any terms and conditions or demand as mentioned in these presents.
- 4.17 That now the owner/landlord and occupier herein are absolutely seized and possessed the entire ALL THAT the total land measuring about 6 Cottaah 7 Chatak38 sq.ft.1128 Kalikapur Kolkata 100099.R.S no.-356/406(part), Mouza-Kalikapur, J.L no.-20, R.S Touzi no.-3,4,5,12 P.S.-Purba Jadavpur, P.O.-Mukundapur Ward 109 and upon execution of this Development Agreement the owner/landlord shall handover the peaceful

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POSSESSION of the said property as stated above (more particularly mentioned in the First Schedule) in as is where is basis condition to the Developer herein.

4.18 With the execution of these presents, the Developer and/or its representatives shall have free access to the premises for the purposes of soil testing, mapping and other works necessary for the Development and construction on the said premises.

5.0. DUTIES, RESPONSIBILITIES AND COVENANTS OF THE DEVELOPER:

- 5.1 The Developer will complete the project within 24 months from the date of sanctioned plan from KMC. If the developer does not complete the project within 24 months, then developer will pay a penalty amount of Rupees ten thousand (Rs.10,000)per month during the first 6 months delay and thereafter an amount of Rs.50,000/-(Rupees Fifty Thousand) per month for additional months delay till possession of the unit after full completion of the project, including lift and all other amenities, according to the sanctioned plan.
- 5.2 That upon obtaining sanction building plan from the Kolkata Municipal Corporation, the Developer shall start construction and complete the construction work of the proposed multi-storied building as per sanction plan.
- 5.3 The Developer has stated and assured that it has reasonable requisite expertise to develop several premises in and around Kolkata. It has necessary expertise and infrastructure for carrying out the development project for the magnitude of one which is at hand on the said premises.
- 5.4 The Developer shall ensure maximum residential/commercial exploitation of the said premises.
- 5.5. The Developer shall prepare building plan to avail maximum floor area ratio (FAR) under the given circumstances.

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5.6 The Developer shall always act in accordance with law and without breach of any statutory provisions. In case of non-compliance of any statutory provision by the developer, the Landlord/Owner will have no responsibility or liability for such non-compliance by the Developer.

5.7 The Developer shall at its own cost and risk construct, erect and complete the new building or buildings at the said premises in accordance with the sanction plan at its own costs and risks with good and standard materials as per specifications.

5.8. The Developer shall not sell, transfer and/or dispose of the Owner / Landlords allocation under any circumstances SAVE what has been provided in this agreement.

5.9 All allocations, plans and other papers and documents as may be required by the Developer for the construction of the proposed multi-storied building shall be prepared and submitted by the Developer on behalf of the Owner/ Landlord as the cost of the Developer and he shall pay and bear all fees including Architect's fees charges and expenses.

is necessary to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials allocable to the Owner / Landlord for the construction of the building(s), and to similarly apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose as mentioned hereinabove, the Owner / Landlord shall execute in favour of the Developer, a Power of Attorney and other authorities as shall be required by the Developer.

5.11 The Developer shall, subject to the terms and conditions of this agreement, hand over the Owner / Landlord allocation in complete and habitable condition duly completed

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to the First Parties in time and shall not encumber the Owner / Landlord allocation, under any circumstances, in any manner whatsoever.

- 5.12 The Developer shall not do any act, deed or things whereby the Owner / Landlord shall be prevented from enjoying, selling, assigning and/or disposing of the owner/landlord allocation in the new building or buildings at the said premises.
- 5.13 That if any amendment or modification is required of the said building plan, the same shall be done by the Developer at it's own costs, expenses and risk and the Developer will pay and bear all fees including Architect's fees, municipal charges and expenses required to be paid or deposit for such amendment and/or modification of the building plan, but the owner will not be prejudiced for the same said amendment modification.
- 5.14 The Developer shall construct the entire building by following the Kolkata Municipal Corporation Building Act & Rules in accordance with the sanctioned building plan.
- 5.15 The landlord shall pay and bear all the arrears outstanding both Municipal Taxes and other Government taxes payable for the said property (mentioned in the First and Second Schedule) till the date of commencement of the construction work of the proposed multi-storied building.
- 5.16 The Developer has agreed that during construction period, the Owner / Landlord or their men and agents, surveyor, engineer, architect has/have every right to enter in the First and Second Schedule property to look after and to inspect the quality and quantity of the materials as has been used by the Developer without prior intimation to the Developer.
- 5.17 A suitable name of the building is "SPANDAN SUNFLOWER" and is not be changed by the owner's or any of the buyers of the flats in the said building.

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5.18 The Developer will bear total coversion cost.

5.19 After plan sanction from KMC, developer will bear total KMC tax till upto completion of the building.

6.0. ALLOCATION

OWNER ALLOCATION:

Owners shall be entitled to the 50% of total area and 50% of the car parking, space 3rd and 4th floor belongs to the Owner.

DEVELOPER'S ALLOCATION:

Developer shall be entitled to retail Balance 50% some area and 50% of car parking space and 1st floor and 2nd floor belongs to the Developer.

7.0 TIME AND COMPLETION:

The Second party shall must complete the development of the said premises within 24 (Twenty Four) months from the date of obtaining sanctioned plan from the Kolkata Municipal Corporation.

8.0. MAINTENANCE:

The Developer shall manage and maintain the common service of the building/buildings to be constructed till an association is formed with the help and co-operation of the Developer but at the cost of the allottees, to which all the allottees shall be the members irrespective of whether they acquire right, title and interest of the Owner / Landlord allocation or from the Developer's allocation and after such association is formed, the

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common services maintenance and management of the building or buildings shall be managed, controlled and organized by the said association. However, it is made absolutely clear that the Owner / Landlord and the Developer is principally responsible for the payment of maintenance/service charges for their respective allocation till the formation of the association. After the association is formed, the Developer shall hand over the maintenance to the association.

9.0. OWNER/LANDLORD INDEMNITY:

The Owner/ Landlord hereby undertakes that the Developer shall be entitled to enjoy its' allocation without any interference and/or disturbance, provided the Developer performs and fulfils all the terms and conditions herein contained and/or on its part to be observed and performed, subject to provisions of this agreement.

10.0. DEVELOPER INDEMNITY:

The Developer hereby undertake that the Owner / Landlord shall be entitled to enjoy its allocation without any interference and/or disturbance, provide the Owner/ Landlord performed and fulfils all the terms and conditions herein contained and/or his own part to be observed and performed, subject to provisions of this agreement.

11.0. NEGATIVE COVENANTS:

As and by way of negative covenants the Owner / Landlord have agreed:-

During subsistence of this agreement not to deal with and/or dispose of the said premises to any third party, provided however, that the Developer shall be entitled to enter into an



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agreement with prospective and/or intending purchasers for selling the Developer's Allocation.

12.0 REFUNDABLE SECURITY DEPOSIT

The Developer shall pay to owner amount of Rs 10,00,000=00(Rupees Ten Lacs only) as an interest free refundable Security deposit by two phases. First Rs. 500000(five Lakhs) shall be paid at the time of conversion from sali to bastu and the balance Rs. 500000(five Lakhs) at the time of plan sanction from Kolkata Municipal Corporation. It will be refunded to the Developer at the time of possession of the Owner's allocation as per this agreement after full and final completion of the project and possession letter from the Developer.

13.0. MISCELLANEOUS:

- 13.1 The Owner / Landlord and the Developer have entered into this agreement purely as a contract at arm's length and on principal basis and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owner / Landlord or as a joint venture between the parties hereto in any manner nor shall be the parties hereto constitute as an association of persons.
- 13.2 It is understood that from time to time, to facilitate the construction of the new building or buildings by the Developer, various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner/ Landlord and various applications and other documents may be required to be signed or made by the Owner / Landlord relating to which specific provisions may not have been mentioned herein. The Owner / Landlord hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done

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in the matter, and the Owner / Landlord shall execute ALL such additional power of attorney and/or authorities as may be required by the Developer for the purpose of development and all connected matters, and the Owner / Landlord also undertakes to sign and execute all such additional application and other documents as the case may be provided, that all such acts, deeds, matters and things do not in any way infringe the rights of the Owner / Landlord and/or go against the spirit of this agreement.

- 13.3 Upon execution of this agreement the Owner/Landlord is handing over the possession of the entire premises (more particularly mentioned in the First and Second Schedule mentioned property) in as is where is basis condition to the Developer and since then the Developer shall be in possession of the said premises until the development work is completed.
- 13.4 During subsistence of the agreement, the Owner / Landlord shall not deal with the said premises in any manner whatsoever except for the purposes mentioned herein.
- 13.5 It is further agreed by and between the parties, that in case if the existing building rules of Kolkata Municipal Corporation is changed and modified then the existing agreement will be modified accordingly.
 - 13.6 As and from the date of completion of the building the Developer and/or his nominated transferees or purchasers of flats and car parking etc. and the Owner / Landlord be liable to pay and bear proportionate charges on account of Municipal Tax, wealth Tax and other taxes and all charges and impositions as well as common expenses payable in respect of their Allocations from the date of possession of the building.

14.0.' FORCE MAJEURE

Force majuere shall mean and include any war, civil commotion, riots, Government notifications, any statutory order from any Court of Law to which the parties have no control.

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15.0. WAIVER:

The failure with or without intent of any party hereto to insist upon the performance of the other on any terms and/or provisions of this agreement in strict conformity with the literal requirements hereto shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereto nor shall such failure or election be deemed to constitute a waiver of the right of such party at any time whatsoever thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of the agreement.

16.0. All notices to be served hereunder by any one of the parties on the other party by registered post/speed post with acknowledgement due card and/or courier service shall be deemed to have been served at the address of the other party mentioned hereinabove irrespective of return of the acknowledgement card. Similarly, any notice to be served through fax shall also be treated as validly served if the fax number of the concerned party is correct. None of the parties shall raise any objection to the service of notice served as aforesaid.

17.0. DISPUTES:

17. The parties raising disputes shall serve a notice to the other party at the address mentioned hereinabove or to its last known address detailing therein the grievances and/or differences and within fifteen days of neceiving such notice, there would be a joint meeting between the parties for amicable settlement of the disputes and/or for meeting the grievances of the concerned parties.

18.0. MODIFICATION OF THE AGREEMENT:

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18.1 No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the duly authorized representatives of each of the parties hereto.

18.2. Any matter which may come up at any time during the subsistence of this agreement but not covered herein shall be decided mutually and in case the same cannot be decided mutually then both the parties can approach the appropriate court of law.

19.0 COMPLETION CERTIFICATE:

The Developer shall give Completion certificate within one year from the possession of the building.

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chatak 38 sq.ft. of land be a little more or less ALL THAT piece and parcel of land 6 cottah 7 along with 300 (Three Hundread) sqft. Asbestos structure standing thereon being R.S Dag No 356/406 (Part) R.S Khation No.359 Mouza- Kalikapur, J.L NO 20, Touzi No 3-6 and 12 Pargana- Khaspur within the limit of the Kolkata Municipal Corporation word No -109, Now known as Premises no-1128 Kalikapur, Kolkata-700099, Police Station- Kasba now Purba Jadavpur, P.O-Mukundapur, District 24 Parganas (South) along with all easement and appurtenance belonging thereto and all rights

20 Feet wide Road. On the NorthBy:

231 and 232 Purbalok. On the South By:

233B, Purbalok. On the East By:

235, Purbalok. On the West By:

SPANDAN REALTORS

Kamal Das.

Proprietor

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THE SECOND SCHEDULE ABOVE REFERRED TO

(THE PREMISES)

ALL THAT undivided total piece and parcel of land 06 Cottah 7 Chatak 38 sq.ft. under Police Station- Purba Jadabpur, P.O-Mukundapur, Kolkata – 700099, Ward No.109.The address is 1128 Kalikapur Kolkata-700099 R.S. Dag no.-356/406(part) Khatian no.-359, mouza-Kalikapur, J.L.-20, R.S. Touzi no.-3,4,5,12. Kolkata-700099.

THE THIRD SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION

The Owners shall be allocated 50% area of total sanction floor area at said building and 50% area of car parking space and entire belongs to the owner in the said new G+4 building together with proportionate undivided impartible share and/or interest in the land comprised in the said premises and in the common areas and facilities in the said building. The apartment will be allotted in entire 3rd and 4th floor of the new Residential-cum-Commercial building to the owner

DEVELOPER'S ALLOCATION:

The Developer shall be allocated entire 50% area of total sanction floor area ratio at said building including the 50% area of car parking space in the said new G+4 storied building together with proportionate undivided impartible share and/or interest in the land comprised in the said Premises and in the common areas and facilities in the said building i.e. the entire 1st Floor and 2nd Floor of the new residential-cum-commercial building.

SPANDAN REALTORS
Kamal Das.

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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts and Equipment's)

- 100% of the ultimate roofs of the stair cases on all floors, stair case landings on all floors.
- 2. Common Passage from main road to top floor with stair case landings.
- 3. Water tanks and other plumbing installations and the pump room.
- 4. Electrical wirings, meters, electrical fittings of the common areas.
- 5. Drainages and Sewerages.
- 6. Lifts, Lift walls and Lift rooms and machineries
- 7. Boundary wall and the main gates
- Such other fittings, equipment's and fixtures which are being used for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

Cost expenses and outgoings and obligations for which all purchasers, occupier is to contribute proportionately.

- 1. The expenses of maintaining repairing, redecorating, renewing the main structure and in particular the drainage, rain water discharge, arrangements, water supply system, supply of electricity to all common areas and parts mentioned in the third and fourth schedule thereto.
- The expenses of repairing maintaining white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the fourth schedule above written.

SPANDAN REALTURS

Kamal Das

Proprietor . .

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The cost of cleaning and lighting the entrance of the building the passage and spaces around the building lobby, corridors, staircase and other common areas.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Restrictions and covenants)

- Not to use the said flat nor permit the same to be used for any illegal or immoral purpose.
- Not to throw dirt rubbish or other refuse waste nor permit through into the lavatories cisterns or water or soil pipes in the said flat and/or in the common parts of the building.
- 3. No clothes or other articles shall be hung or exposed outside the said flat like flower box, flower pot or other like object shall be placed outside the said flat nor any animals which may cause annoyance to any owner or occupier of other units comprised in the said building shall be kept in the said flat.
- 4. Not to do or caused to be done any act deed matter or things which may cause any nuisance or annoyance to the owner and/or occupier of the other units at the said building.
- Not to store any articles or combustible goods ion the common parts.
- 6. Not to carry on in the said flat any noisy offensive illegal or immoral activity.
- Not to do anything or otherwise after the exterior of the said flat or common parts
 of the said building in any manner.
- Not to do anything where by the owner and/or occupier of the other units are obstructed in or prevented from enjoyment of their respective units and jointly of the common parts.
- 9. Not to claim any partition or sub partition of the land or any parts and not to partition the said flat by metes and bounds.

SPANDAN REALIORS

Kamal Das.

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THE SEVENTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION FOR WORK

- The building will be first class RCC framework and having outer wall of 8" thick first class brick and all partition walls of 5" thick in cement mortar as specified by the Architect. The inner walls be finished with plaster of Paris coating.
- 2. Door frame in Malyasian Sal Wood .
- 3. Decorative Aluminium windows marching with elevation.
- 4. All toilets will have complete 1st Class chinaware western fittings made by Cera International, high shower, hot and cold, made by Jaquer/ESCO-DELUXE and geyser and exhaust fan Point provision, glazed tiles in bathroom upto a height of 6 feet. towel stand, soap tray, shall be provided Layers of waterproof of PVT membrane will protect the ceiling and floor of each toilet from water seepage. Bathroom fittings will have Esco(Deluxe), Commodes & Basin will be of Hindustan/Parry/Cera International.
- 5: The apartments will have concealed wiring in PVC pipes as per ISI approved make, having adequate light, points, etc. The electrical wirings should have adequate amperage capacity to take care of high current devices such as air conditioners, geysers, etc.
- Kitchen will have granite finish working top and stainless steel sink. Tiles will be fitted upto a height of 2.5 feet and also provided with a kitchen slab.

Kamal Das

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- 7. All open spaces such as balconies will have RCC railings as per design given by the Architect.
- 8. Cement will be Birla Gold/Ulltratech/ACC/Konark.
- Adequate light points for general lightning will be provided and electrical wires should be copper wire like Havells, Finolex, Polycab.
- 10. Proper boundary wall and boundary wall gate will be made as per design submitted by Architect.
- 11. Every apartment will have its own independent electric Havell/minicircuit breakers and control panels inside each flat and a meter at one common place as per C.E.S.C. requirement.
- 12. Vitrified tiles(Nitco) of good quality for flooring of owner's personal flats.
- 13. Corporation water connection will be given at the new building.
- 14. Lift will be L.T made almost five passanger capacity. Main motor shall be made by sharp.
- 15. Switches will be of Legrand brand Indo Asian.
- 16. Plaster of Paris treatment for all walls including common areas.

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- 17. Automatic electric tripping device to avoid overload will be provided separately for each flat.
- 18. Water reservoir ground storage tanks & concrete tanks on the roof will be provided.
- 19. kirloskar Pump will be provided to lift water to the roof tank for new building.
- 20. Necessary Security provision for main door of devices of Godrej make will be made.
- 21. Steel all TMT bar.
- 22. ICI cement base paint(wheather shield) will be provided for out side of the building.
- 23.Letter box for each flat.
- 24. At ground floor there will be lone security room & common toilet, with bath.
- 25.Main door will be both side laminated by Raffel or Kohinoor brand Lamination and other door laminated front side.

26.Roof Treatment will be provided as per architect Suggestions.

Comment Such Properties

Spandan realtors

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Kamal Das

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IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands and seals by the day month and year first above written.

SIGNED SEALED AND DELIVERED by

. Owner/ Landlord and Developer at Kolkata in the presence of :

WITNESSES:

1. Subhajit Bank CG-105, See-IL, Salt Kake. Kol-91

2. Binoy framanik AliA Hazna Road

WITNESSES:

1. Subhajit Basak

CG-105, Sec.II,

Sout Kake, Kel 91.

2. Binny Bamaniu

7/11 Hazra Road.

Kul-26.

Drafted by me

Uld Jaleer Alin . 1 . 2 Post world

Advocate: Police Courte 1. Alifore Police Courte 1. Volkata - 700027.

SIGNATURE OF THE OWNER / LANDLORD

SPANDAN REALTORS

Kamal Das

SIGNATURE OF THE DEVELOPER

W. W. Company and Market Street, Stree		Thumb		Middle Finger	rang i mgci	
. DUOTO	left hand		,			A CONTRACTOR OF THE PROPERTY O
PHOTO	right hand				•	
Jame						
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Signature Kamad	L.Das.	. 				
Signature Kamal	Locs	 Thumb	1st finger	Middle Finger	Ring Finger	Small Finge
Signature Kamas	left hand		1 st finger	Middle Finger	Ring Finger	Small Finge
	left hand right hand	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finge
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	left hand right hand	Thumb Range Canal				
	left hand right hand	Thumb Range Canal				

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201920-001377290-2

Payment Mode

Counter Payment

GRN Date: 13/05/2019 12:20:11

Bank:

State Bank of India

BRN:

90037237

BRN Date: 13/05/2019 00:00:00

DEPOSITOR'S DETAILS

Id No.: 16301000112826/6/2019

[Query No./Query Year]

Name:

KAMAL DAS

Contact No.:

Mobile No.

+91 9830024077

E-mail:

Address:

7 BY 1A HAZRA ROAD KOLKATA 700026

Applicant Name:

Mr Ranjan Das

Office Name:

Office Address:

Buyer/Claiman

Status of Depositor:

Purpose of payment / Remarks : \\

Sale, Development Agreement or Construction agreement

Payment No 6

PAYMENT DETAILS

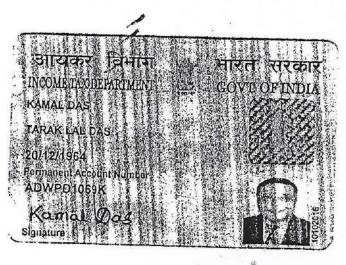
SI. No.	ldentification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16301000112826/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	1,6301000112826/6/2019	Property Registration-Registration Fees	- 0030-03-104-001-16	10053

Total

50074

In Words:

Rupees Fifty Thousand Seventy Four only



Kamal Bas.









দারতীয় বিশিষ্ট পরিচয় প্রাথিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

ভানিকাভূক্তির আই ডি/Enrollment No.: 1040/19709/04839

ত বি তারক নাথ দাস Tarak Nath Das 71 MAHENDRA MONDAL ROAD HALTU Haltu S.O Haltu Kolkata West Bengal 700073



আপনার আবার সংখ্যা/ Your Aadhaar No. :

9840 0369 3627

আধার - সাধারণ মানুমের অধিকার



GOVERNMENT OF INDIA



তারক নাথ দাস Tarak Nath Das দিতা : মন্মথ নাথ দাস Father : MANMATHA NATH DAS জন্ম সাপ / Year of Birth : 1958 পুরুষ / Male

भूक्ष / Male

9840 0369 3627

আধার - সাধারণ মানুষের অধিকার

Major Information of the Deed

Deed No:	1-1630-01116/2019	Date of Registration	16/05/2019		
Query No / Year	1630-1000112826/2019	Office where deed is registered			
Query Date	10/05/2019 3:01:46 PM	D.S.R V SOUTH 24-PARGANAS, Dis South 24-Parganas			
Applicant Name, Address & Other Details	Ranjan Das Thana : Alipore, District : South 2 : 9433588465, Status :Advocate	4-Parganas, WEST BENGAL,	PIN - 700027, Mobile N		
Transaction		Additional Transaction	of the		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]			
Set Forth value		Market Value	J5/2013		
Rs. 40,00,000/-		Rs. 1,86,03,135/-	10		
Stampduty Paid(SD)		Registration Fee Paid AS District			
Rs. 40,121/- (Article:48(g))		Rs. 10,053/- (Article:E, E, B, M(b), H)			
Remarks	Received Rs. 50/- (FIFTY only area)				

Land Details:

1 1.72

District: South 24-Parganas, P.S:- Purba Jadabpus, Corporation: KOLKATA MUNICIPAL CORPORATION Road: Kalikapur, Road Zone: (Kalikapur -- Kalikapur), Premises No. 1128, , Ward No: 109 Pin Code: 700099 45.11 Other

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land	PROFESSION AND ADDRESS TO ACCUMATE AND ADDRESS AND ADD	Market Value (in Rs.)	Other Details
L1	;		Bastu		6 Katha 7 Chatak 38 Sq Ft	39,00,000/-		Width of Approach Road: 20 Ft.,
	Grand	Total:		1. 18.	10.709Dec	39,00,000 /-	185,03,135 /-	(A) 1/15/17/11

Structure Details:

Struct	ure Details :		A CONTRACTOR	4	ment slip. (Urba
Sch No	Structure Details	Area of Structure	Setforth Value (in Rs.)	Market value (In Rs.)	Other Details
S1 '	On Land L1	300 Sq Ft.	1,00,000/-	1,00,000/-	Structure Type: Structure
İ		**			Wen; Road.

Gr. Floor, Area of floor: 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Other Details Shed, Extent of Completion: Complete

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thal Type Tiles

icture PROPE MOAG

				Law doe
Total:	300 sq ft	1,00,000 /-	1,00,000 /-	Voltar Approach

Major Information of the Deed :- I-1630-01116/2019-16/05/2019

SI No	Name,Address,Photo,Finger		ingtrop o. Hourt		
1	Name ,	Photo	Finger Print	Signature	On the second second
	Mr Santi Ranjan Basak Son of Late Rajendra Kumar Basak Executed by: Self, Date of Execution: 16/05/2019 , Admitted by: Self, Date of Admission: 16/05/2019 ,Place : Office	G.E.		Sant-Parjer Base	
		16/05/2019	LTI 16/05/2019	16/05/2019	der i sel.

CG-105, Salt Lake City, P.O:- Sech Bhaban, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADDPB1424F, Status: Individual, Executed by: Self, Date of Execution: 16/05/2019

Admitted by: Self, Date of Admission: 16/05/2019 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature	
_	Messrs Spandan Realtors 7/1A, Hazra Road, Edcon Chamber, P.O Kalighat, P.S Br	nawanipore, District:-South 24-Parganas, West

7/1A, Hazra Road, Edcon Chamber, P.O.- Kalighat, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No.:: ADWPD1069K, Status: Organization, Executed by: Representative Citizen of

Representative Details:

1	Name	Photo	Finger Print	Signature
18	Mr Kamal Das (Presentant) Son of Late Taraklal Das Date of Execution - 16/05/2019, , Admitted by: Self, Date of Admission: 16/05/2019, Place of Admission of Execution: Office			Kerral Oak, anas, West
	Andrew W	May 16 2019 12:50PM	LTI 16/05/2019	16/05/2019

7/1A, Hazra Road, Edcon Chamber, P.O:- Kalighat, P.S:- Bhawanipore, District:-South 24*Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADWPD1069K Status: Representative, Representative of: Messrs Spandan Realtors (as Proprietor)

Identifier Details

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Name	Photo	Finger Fine	The state of the s

#Parganas, Hizen of India, Healtors (as

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Major Information of the Deed :- I-1630-01116/2019-16/05/2019

Mr Tarak Lal Das Son of Late M N Das 71, Mahendra Mondal Road P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas,

West Bengal, India, PIN - 700078





Twak North Drs

16/05/2

16/05/2019

16/05/2019

Identifier Of Mr Santi Ranjan Basak, Mr Kamal Das

fer of property for L1		
From	To. with area (Name-Area)	1783 444 (4)
Mr Santi Ranjan Basak	Messrs Spandan Realtors-10.709 Dec	
fer of property for S1		
From	To. with area (Name-Area)	Selection of
Mr Santi Ranjan Basak	Messrs Spandan Realtors-300.00000000 Sq Ft	THE STATE OF BUILDING
	From Mr Santi Ranjan Basak fer of property for S1 From	From To. with area (Name-Area) Mr Santi Ranjan Basak Messrs Spandan Realtors-10.709 Dec Fer of property for S1 From To. with area (Name-Area)

Endorsement For Deed Number: 1 - 163001116 / 2019

On 10-05-2019

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



Krishnendu Talukdar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 16-05-2019

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

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

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

Presented for registration at 12:44 hrs on 16-05-2019, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr Kamal Das ,

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

Execution is admitted on 16/05/2019 by Mr Santi Ranjan Basak, Son of Late Rajendra Kumar Basak, CG-105, Salt Lake City, P.O: Sech Bhaban, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by Profession Business

Indetified by Mr Tarak Lai Das, , , Son of Late M N Das, 71, Mahendra Mondal Road, P.O. Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by profession Others

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

Execution is admitted on 16-05-2019 by Mr Kamal Das, Proprietor, Messrs Spandan Realtors, 7/1A, Hazra Road; 48 Edcon Chamber, P.O:- Kalighat, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Major Information of the Deed :- I-1630-01116/2019-16/05/2019

ANAS IN MI

QQ:105.

17/05/2019 Query No:-16301000112826 / 2019 Deed No :I - 163001116 / 2019, Document is digitally signed.

Indexified by Mr Tarak Lal Das, , , Son of Late M N Das, 71, Mahendra Mondal Road, P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by profession Others MEMOR MURCH

Payment of Fees

THN - 700028 Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2019 12:00AM with Govt. Ref. No: 192019200013772902 on 13-05-2019, Amount Rs: 10,053/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90037237 on 13-05-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21455, Amount: Rs.100/-, Date of Purchase: 16/05/2019, Vendor name: ea. Adeba Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2019 12:00AM with Govt. Ref. No: 192019200013772902 on 13-05-2019, Amount Rs/ 40/021/-7 Bank: State Bank of India (SBIN0000001), Ref. No. 90037237 on 13-05-2019, Head of Account 0030-02-103-003-02



0-03-104-091-16 Krishnendu Talukdar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

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Major Information of the Deed :- I-1630-01116/2019-16/05/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1630-2019, Page from 42112 to 42149 being No 163001116 for the year 2019.





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Digitally signed by KRISHNENDU TALUKDAR

Date: 2019.05.17 14:33:55 +05:30 Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 17-05-2019 14:33:03 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)