

13 JUL 2024

Sl. no. 08/24

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

95AB 583690

BEFORE THE NOTARY PUBLIC
GOVERNMENT OF INDIA



SUPPLEMENTARY DEED OF DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEED OF DEVELOPMENT AGREEMENT made
this the 19th day of JUNE, Two thousand and Twenty Four
(2024)

BETWEEN

KAMAKHYA CONSTRUCTION

KAMAKHYA CONSTRUCTION

Rajab Chatterjee
Partner

Ganesh Paul
Partner

13 JUL 2024



SHRI NABA KUMAR GHOSH (PAN ACVPG2694K, AADHAAR NO. 6172 8630 4194) Son of Late Sudhir Kumar Ghosh, by faith Hindu, by Occupation-Retired person, residing-at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061 hereinafter called and referred to as the **'OWNER/FIRST PARTY'** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

AND

M/S. KAMAKHYA CONSTRUCTION (PAN- AAWFK4286A), a Partnership Firm having its office at 70, Bhupen Roy Road, Kolkata - 700034 being represented by its Partners **1. SRI RAJIB CHAKRABORTY (PAN - AEOPC8681B, AADHAAR NO- 8840 1853 5332)** son of Late Samir Chakraborty, By faith Hindu, By Nationality - Indian, By Occupation Business, of 70, Bhupen Roy Road, Kolkata-700034 AND **2. SRI GANESH PAUL (PAN - AKCPP8838R, AADHAAR NO- 792072370325)**, son of Late Anil Krishna Pal By faith Hindu, By Nationality - Indian, By Occupation Business, of Ketopol, Beldanga Road, P.O- jate Shibrampur, P.S-Maheshtala, Kolkata-700141, hereinafter called and referred to as the **'DEVELOPER/ SECOND PARTY'** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors, successors-in-office and/or permissive assigns) of the **OTHER PART.**

WHEREAS one Sri Kalipada Mukhopadhyay was the owner and absolutely seized and possessed of and/or otherwise well and

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Partner

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Rajib Chakraborty

Partner



13 JUL 2024

13 JUL 2024



sufficiently entitled to **ALL THAT** piece and parcel of land measuring 1.37 (one point three seven) acres, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui, **J.L.** No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi- Minh Sarani, Police Station- Behala now Parnasree, within, the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No. 128, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas.

AND WHEREAS the said Kalipada Mukhopadhyay died intestate leaving behind his only son namely Sri Bibhuti Bhusan Mukhopadhyay as his heirs and after the demise of Sri Kalipada Mukhopadhyay his only son Sri Bibhuti Bhusan Mukhopadhyay become the owner of the property left by Kalipada Mukhopadhyay and enjoying the same by paying taxes and outgoings to the appropriate authority. The name of Sri Bibhuti Bhusan Mukhopadhyay was published and recorded under Revisionsal Settlement in respect of land measuring 1.37 acres lying and situate

in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui.

AND WHEREAS during the lifetime the said Sri Bibhuti Bhusan Mukhopadhyay sold a part of the aforesaid property and he retained

AND THAT piece and parcel of land measuring 1 (one) Bigha 14 (fourteen) Cottahs, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza :

Parui.

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Partner,

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13 JUL 2024

AND WHEREAS the said Sri Bibhuti Bhusan Mukhopadhyay died intestate leaving behind his wife Smt. Basanti Devi, two sons Asit Kumar Mukhopadhyay and Sri Swapan Kumar Mukhopadhyay, one unmarried daughter Miss. Sobha Mukhopadhyay and two married daughters Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay as his heirs and after the demise of Sri Bibhuti Bhusan Mukhopadhyay his wife, two sons and three daughters inherited the said property according to law.

AND WHEREAS after getting the aforesaid property by virtue of inheritance, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay were jointly seized and possessed of the same as owners and enjoying it by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Conveyance. dated 20.09.1978, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay sold, transferred and conveyed ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza ; Parui unto and in favour of **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh. The said Deed was registered at the Office of the Sub-Registrar at Behala and

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Rajesh Chakraborty

13 JUL 2024

Partner

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Ganesh Paul

Partner

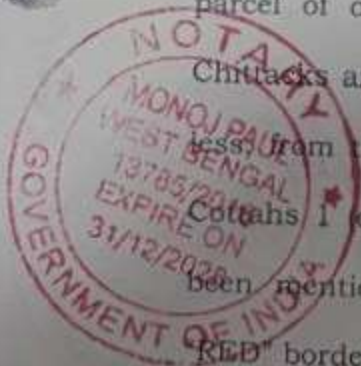
recorded in Book No. 1, Volume No. 40, Page Nos. 98 to 101, Being No. 1936 for the year 1978.



AND WHEREAS after purchasing the aforesaid property., the said **Sri Sukumar Ghosh** and **Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh were jointly seized and possessed of the same as owners and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS owing to disturbances in joint possession and for better and beneficial enjoyment, the said Sri Sukumar Ghosh and Sri Naba Kumar Ghosh, executed and registered a Deed of Partition dated 04.05.1988 in respect of ALL THAT piece and parcel of land measuring 3 (three) Gottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui. The said Deed was registered at the office of Additional District Sub-Registrar at Behala and entered in Book No.1, Being No. 1347 for the year 1988.

AND WHEREAS by virtue of the said Deed of Partition, the said Sri Sukumar Ghosh as party of the First part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, from the western side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in Schedule "kha" therein and delineated with RED border and marked as "A" together with all right of easements, facilities and amenities annexed thereto, while the said Sri Naba



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13 JUL 2024

Kumar Ghosh as party of the Second part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, from the eastern side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in First Schedule therein and delineated with "YELLOW" border and marked as "B" together with right of easements facilities and amenities annexed thereto.

AND WHEREAS after getting demarcated land by virtue of the Deed of Partition, the said Sri Sukumar Ghosh, got his name mutated and separately assessed in respect of ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-0371-8** and enjoying the same by paying taxes and outgoings to the appropriate authority. The said Sri Sukumar Ghosh constructed building upon the aforesaid property and was residing there with the members of his family. The said Sri Sukumar Ghosh got his name mutated and recorded in respect of land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, equivalent to 2 (two) decimals in the records of B.L. & L.R.O. under L.B. Khatian No.4538.

AND WHEREAS the said Sri Sukumar Ghosh died intestate on 27.08.1994 leaving behind his wife **Smt. Dolly Ghosh**, three



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13 JUL 2024

daughters namely Soma Sett (Nee Ghosh), Smt. Sikha Bhattacharya (Nee Ghosh), Smt. Tanushree Ghosh (Nee Ghosh) and one son namely Sri Subrata Ghosh and inherited undivided 1/5th share in the aforesaid property jointly according to law.

AND WHEREAS Said Smt. Dolly Ghosh, Soma Sett (Nee Ghosh), Smt. Sikha Bhattacharya (Nee Ghosh), Smt. Tanushree Ghosh (Nee Ghosh), and Sri Subrata Ghosh became the absolute owner of the said land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, and they muted their name in the records of the Kolkata Municipal Corporation and it has since been known as as KMC premises No 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, being **Assessee No- 411-28-110-371-8** Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-

AND WHEREAS after getting demarcated land by virtue of the Deed of Partition, the said Sri Naba Kumar Ghosh, became te abosolute owner and got his name mutated and separately assessed in respect of **ALL THAT** piece and. parcel of-demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268A, Ho-Chi-Minh Sarani corresponding to mailing address 268A, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-1324-4**

KAMAKHYA CONSTRUCTION

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Partner

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13 JUL 2024

AND WHEREAS by the virtue of deed of Exchange Dated 24/08/2020, Deed Nos 05303 & 05304, registered at A.D.S.R

Behala the said Smt. **Dolly Ghosh**, **Smt, Soma Shett Alies (Nee Ghosh)**, **Smt. Sikha Bhattacharya (Nee Ghosh)**, **Smt. Tanusree Ghosh (Nee Ghosh)**, **Sri Subrata Ghosh** and **Naba kumar Ghosh** became the absolute and joint owner of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala now Parnasree, Kolkata-700061, being **Assessee No- 411-28-110-371-8**, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128

AND WHEREAS one Sudhir Kumar Ghosh was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5 (five) decimals, be the same or little more or less, by the virtue of **patta deed issued by sector land reform division Sadar circle behala of west Bengal govt. dated 20.05.1969** with full possession rights lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi-Minh Sarani, Police Station- Behala now Parnasree, within the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No.128 District Sub-Registration Office at Alipore and Additional District Sub-



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Bijoy Chakraborty
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13 JUL 2024

Registration Office at Behala, District: 24 Parganas now South 24 Parganas,



AND WHEREAS the said Sudhir Kumar Ghosh got it name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station- Behaia now Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No. 128, under Assessee No. 41-128-11-0381-0.

AND WHEREAS the said Sudhir Kumar Ghosh died intestate on 01.11.1988 leaving behind his wife-Smt. Santiiata Ghosh, three sons-Sri Nabakumar Ghosh, Sri Sukumar Ghosh and Sri Bablu Ghosh and one daughter namely Smt. Maya Das, wife of Sri Bimal Das as his heirs and after the demise of Sudhir Kumar Ghosh his wife, three sons and one daughter inherited the aforesaid property jointly according to law each having undivided $1/5^{\text{th}}$ share in it.

AND WHEREAS the said Sukumar Ghosh died intestate on 27.08.1994, leaving behind his wife Smt, Dolly Ghosh, three daughters namely Smt. Soma Sett, Smt. Sikha Bhattachatya, Smt. Tanusree Ghosh and one son namely Sri Subrata Ghosh and his mother Santiiata Ghosh and after the demise of Sukumar Ghosh his wife, three daughters, one son and his mother inherited undivided

$1/5^{\text{th}}$ share in the aforesaid property jointly according to law,

AND WHEREAS the said Santiiata Ghosh died intestate on 28.11.2007, leaving behind her two sons-Sri Nabakumar Ghosh and Sri Bablu Ghosh and a daughter Smt. Maya Das, wife of Sri Bimla

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13 JUL 2024



Das and daughter-in-law Smt, Dolly Ghosh, three grand daughters namely Smt. Soma Sett, Smt. Sikha Bhattacharjee, Smt. Tanushree Debnath and one grant son namely Sri Subrata Ghosh as her heirs, who inherited the property left by Santiata Ghosh jointly according to law.

AND WHEREAS the present Owners jointly owned and possessed of ALL THAT piece and parcel of demarcated land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, Along with one stored building standing thereupon, lying and situate in R.S. & L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being Premises No 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Assessee No. **411-28-110-371-8**, which has been specifically described in the SCHEDULE "A" hereunder.

AND WHEREAS the Owners herein also become the joint owners and also owned and possessed of undivided and undemarcated 1/4 share being land measuring of ALL THAT piece and parcel of land measuring about 5 decimals equivalent to 3 cottahs along with structure standing thereupon, lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061. within the territorial limits of Kolkata Municipal

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13 JUL 2024

Corporation, in its Ward No.128, under Assessee No. 411-28-110-371-8, 0381-0.



AND WHEREAS by the virtue of deed of Dated 19/09/2020, Deed No **03739**, registered in the the office the said 1) **SMT. DOLLY GHOSH**, (2) **SRI SUBRATA GHOSH**, (3) **SOMA SETT (NEE GHOSH)**, (4) **SMT, SIKHA BHATTACHARJEE (NEE GHOSH)**, (5) **SMT. TANUSHREE DEBNATH (NEE GHOSH)**, 6) **SHRI NABA KUMAR GHOSH** 7) **SHRI BABLU GHOSH** , 8). **SMT. MAYA DAS** became the absolute and joint owner of land measuring 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala and being 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. **411-28-110-371-8**, in its Ward No.128

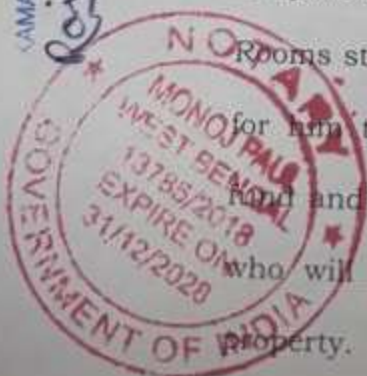
AND WHEREAS during enjoyment of the said property the Owner/First Party herein intends to develop the said property by raising a modern decent residential building thereon as per sanctioned plan to be sanctioned by the Kolkata Municipal Corporation after demolition of the existing structure of said Shop Rooms standing thereon. But she realizes that it is quite impossible for him to develop the said property due to insufficient of ready hand and was in search of a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

AND WHEREAS knowing such intention of the Owners/First Party the Developer/Second Party herein approached to the Owners/First

13 JUL 2024

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Ganesh Paul
Partner

MAKHYA CONSTRUCTION
Rajib Chakrabarty
Partner





Party herein for the said development by construction of a "BUILDING" on the said property, morefully and particularly mentioned in the Schedule 'A' written hereunder, as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties to this Agreement.

AND WHEREAS having relied upon the aforesaid representation made by the Owner/First Party herein, the Developer herein has entered into a development agreement being No. I-7937/2020 Dated 06.11.2020 with the Owner herein i.e. **SHRI NABA KUMAR GHOSH** and **OTHERS** to develop the said property after demolishing the existing structure standing thereon by constructing a Multi-Storied Building at the said Premises in accordance with the building plan approved by the Kolkata Municipal Corporation and other allied works on the terms and conditions mentioned in the said agreement.

AND WHEREAS it was agreed in the said Development Agreement dated 06.11.2020 made between the Owners/First Party therein and the Developer/Second Party therein that as per Owner's allocation Be it mentioned therein, but owner offer to Developer and will to get as Owner's Allocation i.e. Rs. 28,31,000/- (Twenty Eight Lakhs Thirty One thousand Only) and One 2 BHK Flat measuring about 775 Sqft Super Built Up on Third Floor North - West Side and one car Parking space (120 Sq.Ft) as per Developer Choice as Owner's Allocation the Owner herein as adjustable consideration money only Following manners. Shifting Charge Rs. 7000/- per month upto 25 months and after 25 months the Shifting Chrges will be Rs.10,000/- (From the date of Giving Peaceful, vacant Possession of Land For Construction of Newly Construction Building To Developer herein)

13 JUL 2024

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Garish Paul

Partner

KAMAKHYA CONSTRUCTION

Rajit Choudhary

Partner





Amount	Mode Of Payment and date
Rs.666000/-	Already Paid Dated 9/11/2020
Rs.10,00,000/-	At the time of execution of this indenture
Rs. 11,65,000/-	At the time possession (after 20 months)

Except this owner's allocation and said financial transaction the said owners herein can't demand anything from the developer herein, Owner's will get their Allocation within 25 months from the date of execution of this Indenture.

(Description of the Total Property under Development)

ALL THAT piece and parcel of the brick built residential One storied building consisting of area of **500** sq.ft. built up and undivided proportionate share of the land measuring about 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala and being 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. **411-28-110-371-8**, in its Ward



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Rajib Chatterjee

Partner, 13 JUL 2024

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Ganesh Paul

Partner



No.128 in the District of South 24 Parganas together with ingress and egress right through **Biren Roy Road (West)** together with all fence, drains, sewere, ways, paths, passage, water courses, lights, rights of ways and other rights, liberty, privileges, easements profits advantages appurtenances whatsoever to the said property or any part thereof and butted and bounded by:-

ON THE NORTH : By 16 ft K.M.C. Road
ON THE SOUTH : By Biren Roy Road (West)
ON THE EAST : By Land of Mr. Sen
ON THE WEST : By Sakuntala Multiplex

IN WITNESS WHEREOF the parties herein have executed this Supplementary Agreement for Development on the day month and year first above written.

WITNESSES:-

1. *Indranil Ghosh*
Nabakumar Ghosh
28/1 Biren Roy Road West-2
 2. *R. Tapasi Ghosh*
Indranil Ghosh

.....
(SIGNATURE OF THE OWNER)

KAMAKHYA CONSTRUCTION

Rajib Chandra
Ganesh Paul
 Partner

.....
(SIGNATURE OF THE DEVELOPER)

Prepared in my office



32.11.03/24
 Signature of the Executant/s
 is/are attested with the identification
 of *Ganesh Paul*
 Advocate/Clerk/Any Person

Notary Public

MR. MONOJ PAUL
 NOTARY, GOVT. OF INDIA
 REGD. NO.- 13785/2018
 ALIPORE COURT, W.B.

IDENTIFIED BY ME

Advocate / Clerk / Any Person
 No.

13 JUL 2024

13 JUL 2024

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 10,00,000.00 (Rupees Ten Lakhs)** only by following manner:

<u>Date</u>	<u>Bank</u>	<u>Cheque/DD No.</u>	<u>Amount</u>
28.06.2024	Axis Bank	223843	1000000/-
Total			10,00,000.00

(Rupees Ten Lakhs) Only

SIGNED SEALED AND DELIVERED

IN PRESENCE OF:-

WITNESSES:-

1. Indranil Ghosh
Nabannur Ghosh
268/ Birsa road (N) Kof-A

2. Tapasi Ghosh.
Indranil Ghosh.



Signature of the Vendor



13 JUL 2024