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Certified that the document is admitted to registration. The signature sheets and the endors sheets attached to this document.

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Dist Sub-Registrer, Jhargram Dist - Margram

2 2 MAR 2024

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT made on this 18TH day of March 2024.

BETWEEN

SK. SIRAJ ALI, PAN - DKOPA1811G, Aadhaar Card No. - 9112-5932-8497, Son of Sk. Musaraf Ali, by faith - Muslim, by occupation - Business, by Nationality - Indian, Residing at-Raghunathpur, Jhargram, P.O. & P.S. - Jhargram, Dist. - Jhargram, Pin-721507. WB.

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SURÁJIT CHATTERJEE
ADVOCATE
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Jhargram

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DISTRICT - JHARGRAM

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WHEREAS the land measuring 35decimals(34 decimals as per L.R.R.O.R.) within Mouza- Jangalkhash, J.L. no 395 in R.S. Plot No- 1095, R.S. Khatian No.-4, previously possessed by Shantibala Debi, W/o- Sachidananda Lahiri.

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property hereinafter written.

WHEREAS the Owner/ First Part are seized and possessed of the Bastu land measuring an area 8.50 Decimal i.e. 3702.26 Sq.ft more or less in R.S. Plot No. - 1095 under R.S. Khatian No. - 4 corresponding to L.R. Plot No. - 1045 under L.R. Khatian No. - 13894(Sk. Siraj Ali), Holding No. - 1057/3(783/3)(Sk. Siraj Ali) within the ambit of Ward No. - 10 of Jhargram Municipality within Mouza - Jangalkhas, J.L. No. - 395 under Jhargram P.S. in the District of Jhargram, mentioned in the schedule

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 Hereinafter called and referred to as the "DEVELOPER/ PROMOTER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representatives and assigns) of the OTHER PART.

SK, SABIR ALL, PAN - BPUPA0253B, Aadhar No. - 5114-8057-4542, Son Of SK.Masaruf Ali, by faith - Muslim, by occupation - Business, by Nationality - Indian, Residing at - Raghunathpur, Jhargram, P.O. & P.S. - Jhargram, Dist - Jhargram, PIN - 721507.

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and assignees) of the FIRST PART.

Hereinsiter called and referred to as the "LAND OWNER" (which
expression shall unless excluded by or repugnant to the subject or context
be deemed to mean and include his heirs, executors, legal representatives



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Chirathayee Bandabasta Patra, being no -6147, dtd 15/10/1943 of Jhargram Sub-Registration Office. During the absolute possession over the said land measuring 35 Decimal (34 Decimals as per L.R.R.O.R) mutated her name according to W.B.L.R Act and got separate L.R. Khatian No-833. During the peaceful possession over the said land measuring 34 Decimals (more & less) by Santibala Debi, she died leaving behind her one daughter namely Usha Sanyal and three sons namely, Ashok ranjan Lahiri, Mohit Ranjan Lahiri & Sunil Ranjan Lahiri as of her only legal heirs as well as successors and the said property was distributed mutually amongst the said Usha Sanyal, Ashok Ranjan Lahiri, Mohit Ranjan Lahiri & Sunil Ranjan Lahiri and they become the owners of ¼ share each of total land measuring 34 decimals. During the peaceful possession over the 8.50 Decimals (more or less) land as per 1/4th share of total 34 Decimals land, the above named Ashok Ranjan Lahiri died leaving behind his only one daughter namely Sunita Das as of his only legal heir as well as successor. And thereafter, during the peaceful possession over the 8.50 Decimals (more or less) land the above named Sunita Das died leaving behind her only one daughter namely Swapna Das as her only legal heir as well as successor. Thereafter, the land measuring 8.50 Decimals within Mouza-Jangalkhas, J.L. No.- 395 in R.S. Plot No.- 1095, R.S. Khatian No.- 4 corresponding to L.R. Plot No.+ 1945, L.R. Khatian No.+ 2360 (in the name of Shantibala Lahiri) possessed by the said Swapna Das and subsequently she sold the land by dint of a Registered sale Deed, being No.- 281/2023 dtd. 17/02/2023 of A.D.S.R.O., Jhargram in favour of the land owner of this agreement. During the continuance of peaceful possession of the aforesaid landed property in Mouza - Jangalkhas, J.L. No.- 395 by the Land Owner/ First Part on payment of rents, revenues and taxes to the Government of West Bengal through the B.L. & L.R.O., Jhargram as well as Jhargram Municipality and other competent authorities, the aforesaid landed property in Mouza- Jangalkhas, J.L. No.- 395 have been duly mutated in the

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name of the present land owner in L.R. Khatian No.- 13894 according to the provision of W.B.L.R Act.

AND

WHEREAS the Bastu land measuring an area 8.50 decimals i.e. 3702.26 Sq Ft. (more or less) in R.S. Plot No.- 1095 under R.S. Khatian No.- 4 thereafter Khatian No.- 833, corresponding to L.R. Plot No.- 1945 under present L.R. Khatian No.- 13894 (Sk, Siraj Ali) within Mouza – Jangalkhas, J.L. No.- 395 under Jhargram police station in the District of Jhargram specifically described above is free from all encumbrances, charges, liens, lispendens, execution, attachments, requisition, acquisitions, proceedings, schemes and or any alignment of any authority and or any other local statutory body and all other liability whatsoever.

AND

WHEREAS the said land owner are now desirous of developing his aforesaid landed property by constructing thereupon the multistoried building/s in accordance with the building plan to be sanctioned by Jhargram Municipality being no-SWS-OBPAS/1501/2023/0309, date 09/10/2023. And revished sanctioned plan JM-72/4PW-12, date 17/10/2023. But after the sanction of the building permit due to financial stringency and/ or paucity of funds as well as lack of time, experience, the land owner is unable to start the construction of the said multi-storied building and had been in search of reputed Promoter and / or Developer, who can undertake the responsibility of construction of such building on the said landed property of his own arrangement, expenses and funds.

AND

WHEREAS having come to know the intention of the land owner the

Developer/ Promoter being the adjacent land owner contacted with the

Sand owner and approached him to develop the said landed property i.e.

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B.50 Decimals and along with his own land i.e 8.50 dcml. by constructing therein the proposed multi- storied building/s under one roof simultaneously in accordance with the building plan sanctioned by Jhargram Municipality being no-SWS-OBPAS/1501/2023/0309, date 09/10/2023. And revished sanctioned plan JM-72/4PW-12, date 17/10/2023.

AND WHEREAS on negotiation between the parties, the land owner/ First Part have agreed to allow the developer/ other part to develop the said landed property, mentioned in the Schedule property hereinafter written on the terms and conditions hereinafter contained.

AND

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO the following terms and conditions.

ARTICLE-I: DEFINITIONS

- 1.1 LAND OWNER: Shall mean SK. SIRAJ ALI, Son of Sk. Musaraf Ali, by faith Muslim, by occupation business, by Nationality Indian, Residing at Raghunathpur, Jhargram, P.O. & P.S. Jhargram, Dist. Jhargram, West Bengal and his heirs, executors, administrators, legal representatives and assigns.
- 1.2 <u>DEVELOPER:</u> shall means Sk. Sabir Ali, son of Sk. Musaraf Ali, by faith Muslim, by occupation business, by Nationality Indian, residing at- Raghunathpur, Jhargram, P.O. & P.S. Jhargram, Dist. Jhargram, West Bengal and including his legal heirs, successors, executors, legal representatives and assign.
 - <u>TITLE DEEDS</u>: Shall mean all the original deeds & documents of title relating to the said landed property.

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- 1.4 LANDED PROPERTY: Shall mean ALL THAT piece and parcel of the Bastu land measuring an area 8.50 Decimal i.e. 3702.26 Sq. ft. more or less in R.S. Plot No.- 1095 under R.S. Khatian No.- 4 thereafter Khatian No.- 833, corresponding to L.R. Plot No.- 1945 under present L.R. Khatian No.- 13894 (Sk. Siraj Ali) holding no-1057/3(783/3) within the ambit of Ward No 10 of Jhargram Municipality within Mouza - Jangalkhas, J.L. No.- 395 under Jhargram police station in the District of Jhargram mentioned in the Schedule property hereinafter all right of easements, common facilities and amenities annexed thereto, which has been specifically mentioned in SCHEDULE - "A" hereunder.
- 1.5 BUILDING: - Shall mean building/s to be constructed on the said landed property as per sanction plan, already sanctioned by Jhargram Municipality Vide Building Permit No. - SWS-OBPAS/1501/2023/0309, date 09/10/2023. And Ravished sanctioned plan JM-72/4PW-12, date 17/10/2023 of Jhargram Municipality for Apartmental Building and or building/s to be constructed on the said landed property as per such plan prepared by the Architect for the construction of the building and sanctioned by the Jhargram Municipality and/or any other competent authorities as the case may be.
- 1.6 OWNER'S ALLOCATION: - Shall mean and as has been mentioned in the SCHEDULE-"B" hereunder.
- 1.7 DEVELOPER'S ALLOCATION :- Shall mean and as has been mentioned in the SCHEDULE-"C" hereunder.
- SUPER BUILT UP AREA: Shall mean units/ floors/ flats/ lift area/ 1.8 spaces, in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

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- 1.9 THE ARCHITECT: Shall mean a company or person who will be appointed/ has been appointed by the Developer and shall design and plan the building on the said landed property and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.10 BUILDING PLAN: Shall mean plan, prepared by the Architect for the construction of the building and sanctioned by Jhargram Municipality Vide Building Permit No. SWS-OBPAS/1501/2023/0309, date 09/10/2023. And revished sanctioned plan JM-72/4PW-12, date 17/10/2023 of Jhargram Municipality for Apartment and Building and such plan prepared by the Architect for the construction of the building and sanctioned by the Jhargram Municipality and/or any other competent authorities as the case may be.
- 1.11 TRANSFEROR: Shall mean the Owner and the Developer who intends to sell the flats and the car parking space/s allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in the proposed multistoried building.
- 1.12 TRANSFEREE: Shall mean the person, firm, limited company or an Association or persons to whom units/ floors/ flats/ spaces/ car parking spaces/ shops/ commercial units in the building to be transferred.
- 1.13 TRANSFER: Shall mean and with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of flats, car parking space, shops, commercial units in the proposed multistoried building to Purchasers thereof.

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- 1.14 NOTICE: Shall mean and include all notices to be served hereunder by either of the parties to the other and shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1.15 <u>SINGULAR:</u>- Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.16 ADVOCATE/ ADVOCATES: Shall mean the Advocate(s)/ Lawyer(s)/ Counsel(s) who is/ are appointed time to time by the Developer/ Promoter, after taking consent from the land owner to prepare all legal documents like Development Agreement, Development Power of Attorney, Agreement for Sale, Sale Deed/s, Notice/s, letter/s, Instrument/s and to do all legal works relating to the proposed development work and relating to the proposed multi storied building.

ARTICLE-II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE - III: OWNER'S RIGHT & REPRESENTATION

3. The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to <u>ALL THAT</u> piece and parcel of land which has been specifically described in the <u>SCHEDULE-"A"</u> hereunder together with all right of easements, common facilities and amenities annexed thereto.





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- (i) Save and except the Owner, nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said landed property.
 - (ii) The said landed property is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- (iii) The Owner has no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- (iv) Since execution of this agreement if any litigation/dispute arise regarding any right, title and interest in respect of the said landed property, then the Owner shall be liable for the defending the same and it will be the responsibility of the Owner to sort out the litigation at his own arrangement and expenses.
- (v) The Owner further agree and undertake to indemnity and compensate the builders/ Developer for any Loss or Liabilities that the builder may incur by reason of any declaration or representation of the Owner being found to be incorrect or invalid or untenable at any time.
- (vi) The Owner has not sold, entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said landed property except his own allocation prior to this agreement.
- (vii) The Owner has mutated his name in the records of the Jhargram Municipality and Government records.
- (viii) The said landed property is not subject to any notice or acquisition or requisition.

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- (ix) The Owner is giving liberty to the Developer to construct/ erect the building upon the said landed property which has been specifically described in <u>SCHEDULE-"A"</u> hereunder together with all right of easements, common facilities and amenities annexed thereto.
- (x) The Owner shall vacate and hand over possession of the said landed property to the Developer for construction of the proposed building in accordance with the sanction plans, already sanctioned/ or to be sanctioned by Jhargram Municipality on execution of this development agreement and the Owner shall also help and assist the Developer in this regard.
- (xi) The Developer has liberty to extension of floors of the multistoried building, after getting proper sanction/ permission of the Jhargram Municipality and the competent authority and to erect/ construct the said floors in accordance with the modified sanctioned building plan by concerned authority. In that event the land Owner shall cooperate with the Developer for the purpose of construction/ development/ erection of the said extension of floors of the multistoried building in all respects. The Owner shall not claim/ be eligible for any share in the extended floor save and except the consideration specifically mentioned in the "SCHEDULE-B" hereunder.

ARTICLE - IV : DEVELOPER'S RIGHTS

4.1. The Owner hereby grant exclusive right to the Developer to develop the said landed property by way of constructing multistoried building/s thereon in accordance with the building plan, already sanctioned/ or to be sanctioned by Jhargram Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

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- 4.2. The Developer shall pay and bear all expenses towards sanction of plan, building material, lawyer, fees, advertisement and all construction chargers of the new building and to complete it in all respects at its own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said landed property.
- 4.3. It is made clear that save and except the right to claim the consideration as mentioned in <u>SCHEDULE-"B"</u>, hereunder all the units/ floors/ flats/ lift area/ spaces/ shops/ commercial units will be the property of the Developer herein and if the Developer so desires, it could be disposed off by himself to the prospective buyers at any consideration or price at the sole discretion of the Developer.
- 4.4. The Developer shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the prospective buyers of the units/ floors/ flats/ car parking Spaces/ spaces/ shops/ commercial units of the proposed building.
- 4.5. The Developer shall have liberty to construct the building upon the said landed property as has been specifically described in <u>SCHEDULE-"A"</u> hereunder with all rights of easements, Common facilities and amenities annexed thereto.

ARTICLE - V: CONSIDERATION

In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said landed property to the Developer. In lieu of the said landed property, the Developer agrees and/ or undertake to handover the following accommodations in the proposed multistoried building as sanctioned by the Jhargram Municipality.



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a. One well decorated residential unit/ residential flat numbered as FLAT-E on the Sixth Floor, of the proposed Multistoried Building to the Owner. (the floor plan of 6th floor annexed here with)

Together with undivided impartible proportionate share of the land including all right of easement, facilities and amenities annexed thereto as has been specifically mentioned in <u>SCHEDULE-"D"</u> here under.

Apart from this the Developer shall pay an amount of Rs. 5,00,000.00 (five lakh) only to the Owner/ First Part within Three months from the date of this agreement.

5.2. The Developer will be entitled to get the constructed area of the proposed building and the said landed property, which will be the allocation of the Developer, which has been specifically mentioned in the <u>SCHEDULE "C"</u> hereunder written.

ARTICLE-VI: POSSESSION

- 6.1. The Owner shall make over possession of the said landed property on the date of execution of this development agreement.
- 6.2. The Developer after obtaining possession of the said landed property from the Owner shall issue a Certificate indicating therein that it has obtained possession to the said landed property from the Owner in accordance with the terms of this agreement and for the purpose mentioned herein.

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ARTICLE - VII : PROCEDURE

- 7.1 The Owner shall also grant proper authority to the Developer and/or their nominee or nominees by giving a registered General Power of Attorney as may be required by the Developer for the purpose of selling out the undivided proportionate share of the land to the intending purchasers through Deed of Conveyance/s and Agreement for Sale/s, sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of development of the said landed property and represent the Owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.
- 7.2 Apart from the registered General/Development Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said landed property, if necessary.
- 7.3 The Owner shall also handover original title deeds, and other documents relating to the title of the said landed property to the Developer simultaneously on execution of this Agreement. The Developer shall return the original documents to the Owner after construction of the proposed building.
- 7.4 The Owner shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the property of the Developer in favour of the intending Purchaser/Nominee to be selected by the Developer, if required.

ARTICLE - VIII : DEALINGS OF SPACES IN THE BUILDING

8.1. The Developer shall on completion of the building/s pay the femaining consideration and or balance amount to the Owner/ first

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part after completion of the proposed new building as per paragraph No. 5.1 of this Agreement.

- The Owner shall have no right, title interest and/or authority to deal in/ with of the proposed building.
- 8.3. Save and except the consideration as mentioned in the <u>SCHEDULE-</u> "B", the total constructed area, will be the exclusive <u>DEVELOPER'S</u> <u>ALLOCATION</u> with the exclusive right to dispose off the same in any manner whatsoever.
- 8.4. The Developer, being the party of the Other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/ floors/ flats/ car parking space/ spaces/ shops/ commercial units together with proportionate share of land of the said proposed building/s on the said landed property with any prospective buyer/s at any time after execution of this Agreement at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer, the Owner herein will have no right and share and will not be entitled to any portion thereof.
- 8.5. The Developer shall be entitled to enter into agreement for sale or transfer in respect of Developer's allocation on the basis of the registered Power of Attorney on behalf of the Owner. However, that such dealing shall not in any manner fasten or create any financial and legal liability upon the Owner. Till payment of full consideration as mentioned in <u>SCHEDULE - "B"</u> hereunder, the Developer would not be entitled to handover possession of his

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allocation and/or execute and register the Deed of Conveyance to the intending Purchaser and/or nominee selected by himself.

8.6. The costs of Agreement for Sale, Deed of Conveyance or Conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE - IX : BUILDINGS

- 9.1. The Developer shall at its own costs construct erect and complete the building at the said landed property in accordance with the sanction plans with such materials and with such specification as are mentioned in the <u>SCHEDULE - "D"</u> hereunder written and as may be recommended by the Architect from time to time.
- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are in no way inferior to the standard as mentioned in the Municipal Building Laws.
- 9.3. The Developer shall install and erect in the said building at the Developer's own costs standard new pump set, overhead reservoir, electric wiring fittings, lift and other facilities as are required to be provided in a building having self contained units/floors/flats/car parking space/ spaces/ lift area and constructed for sale of units/floors/ flats/car parking space/ lift area/ spaces herein on Owner ship basis.
- 9.4. The Developer shall apply for and obtain quotas, entitlements and other allocations for cement, all types of steels, bricks, other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities, if any available to the new

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building and other inputs and facilities required for the construction or enjoyment of the building.

- 9.5. The Developer shall at his own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building with various units/ floors/ flats/ spaces/ car parking spaces therein in accordance with the sanctioned building/s plans.
- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility in this context to the Architect.

ARTICLE - X : COMMON RESTRICTION

10.1 Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.

ARTICLE - XI: OWNER'S OBLIGATIONS

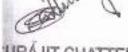
- 11.1 The Owner doth hereby agree and covenants with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said landed property by the Developer. If any unreasonable interference or hindrance is caused by the Owner or his agents, servants, representatives causing hindrance or impediment to such construction the Owner will be liable for damages.
- 11.2 The Owner do hereby covenant with the Developer not to do any acts, deeds or things whereby the Developer may be prevented from selling, assigning and/or disposing off any of the Developer's

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allocated portion in the building/s at the said landed property in favour of the intending buyers of units/ floors/ flats/ spaces in the said building/s, so far the Developer fulfill its obligations and covenant contained herein.

- 11.3 The Owner doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said landed property or any portion thereof from the date of execution of this Agreement.
- 11.4 The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of residential flats/accommodations of the said building. It is recorded herein that the completion period of the proposed building/s by the developer shall be within the period as mentioned in the sanctioned building plan and grace period shall be for 6 (Six) months. In case the construction of the building is not completed within this period due to force majeure or any other unforeseen reasons which is beyond the control of the builder, the time for completion of the construction of the building shall be extended by mutual discussion of the Owner and the Builder/ Developer.
- 11.5 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said landed property/ lands or any portion thereof henceforth for all times to come after execution of this Agreement.
- 11.6 The Owner hereto without being influenced or provoked by anybody to hereby categorically states that as the Developer starts the construction of the said proposed building exclusively at his own cost arrangement and risk in as much as without having any



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Owner hereto, the Owner henceforth for all times to come shall not raise any claim and/ or press for any extra benefits and/ or amount in terms of the General/Development Power of Attorney although otherwise mentioned thereof and the Developer shall be at liberty to receive any amount from any Purchaser/ Purchasers in their own names and to appropriate the said sale proceeds of the units/ floors/ flats/ spaces of the said building/s at his sole discretion without having any attachment and/or share thereon of the Owner hereto.

11.7 The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said landed property, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation is sorted out.

ARTICLE - XII : DEVELOPER'S OBLIGATIONS

- 12.1 The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building/s at the said landed property.
- 12.2 The Developer hereby agrees & covenants with the Owner not to violate or contravenes any of the provisions of rules applicable to the construction of the said building.
- 12.3 The Developer shall not assign the agreement to any other third party without the consent of the Owner.

The Developer shall obtain Completion Certificate from Jhargram Municipality if applicable within 3 (three) months from the date of

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- payment of total consideration and delivery of possession of allocation as mentioned $\underline{SCHEDULE} \underline{B}$.
- 12.5 The Developer at its own cost and expenses shall construct the proposed multistoried building on the said landed property mentioned in <u>SCHEDULE - A</u>.
- 12.6 The Developer hereby agrees and covenants with the Owner that repair or other rectification work shall be entertained for 6 (six) months after serving notice to the Owner regarding completion/readiness of their allocation. The labour aspect of the job shall be the responsibility of the Developer. Material damage and/or malfunctions, if any, shall have to be provided by the Owner or shall be charged as extra by the Developer.

ARTICLE - XIII : OWNER'S INDEMNITY

13.1 The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owner. The Owner hereby undertake to keep the Developer indemnified against all claims action, suit, cost and proceedings, if any, arise in this property due to the defects in the title of the Owner, in respect of the said landed property.

ARTICLE - XIV : DEVELOPER'S INDEMNITY

- 14.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s.
- 14.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may

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arise out of the Developer's allocation with regard to the development of the said landed property and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE - XV : MISCELLANEOUS

- 15.1 The Owner and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations between the Owner and the Developer.
- 15.2 After taking possession of the said landed property and obtaining sanction plan, the Developer shall be entitled to start construction of the said building at the said landed property in accordance with the sanctioned building plan.
- 15.3 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 15.4 The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the <u>SCHEDULE-"D"</u> hereunder written.

ARTICLE - XVI : JOINT RESPONSIBILITY

16.1 The Owner shall execute and register a General / Development Power of Attorney in favor of the Developer for doing act, deeds and things to be mentioned therein including selling out the





9 8 MAR 2024

Developer's allocation and execution and registration of the Deed of Conveyance and construct the building as per sanction plan.

16.2 The Owner and the Developer or their nominees shall form an association for maintenance and management of the proposed building.

ARTICLE - XVII : FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the related obligation prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

17.1. "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and/or any other act or commission beyond the control of the parties hereto.

ARTICLE - XVIII: JURISDICTION

18.1 The Courts (Civil & Criminal) of Jhargram shall have the jurisdiction to entertain and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said landed property)

ALL THAT piece Bastu land measuring an area 8.50 decimals i.e. 3702.26Sq Ft. (more or less) in R.S. Plot No.- 1095 under R.S. Khatian No.- 4 thereafter Khatian No.- 833, corresponding to L.R. Plot No.- 1945 under present L.R. Khatian No.- 13894 (Sk. Siraj Ali) Holding No- 1057/3(783/3) within the ambit of ward no 10 of Jhargram Municipality within Mouza – Jangalkhas, J.L. No.- 395 under Jhargram police station in the District of Jhargram together with all right of easements, common facilities and amenities annexed thereto, as is where as basis, which is butted and bounded:-

SURÁJIT CHATTERJEE

ADVOCATE Shrollment No. - F / 234 / 1699 OF 2008 Jhargrann



57115 take 620.

Sk. Sing A.

TO THE NORTH

: DEVELOPER HIMSELF.

TO THE SOUTH

: 20' MUNICIPALITY CONCRITE ROAD.

TO THE EAST

: DEVELOPER HIMSELF.

TO THE WEST

: JAYDEEP GHOSH.

The market value of the land is Rs. 1,49,17,500/- only.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's allocation)

In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said landed property to the Developer. In lieu of the said landed property, the Developer agrees and/ or undertake to handover the following accommodations in the proposed multistoried building as sanctioned by the Jhargram Municipality.

b. One well decorated residential unit/ residential flat numbered as FLAT-F on the Sixth Floor, of the proposed Multistoried Building to the Owner. (Floor plan of the 6th floor is annexed herewith)

Together with undivided impartible proportionate share of the land including all right of easement, facilities and amenities annexed thereto as has been specifically mentioned in **SCHEDULE-"D"** here under.

Apart from this the Developer shall pay an amount of Rs. 5,00,000.00 (five lakh) only to the Owner/ First Part within Three months from the date of this agreement.

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation)

and with

SURÁJIT CHATTERJEE

Enrollment No. - F / 234 / 1699 OF 2003



3 8 MAR 2024

Save and except Owner allowances, the Developer is entitled to get the constructed area of the proposed building together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land underneath as per sanctioned plan by the Jhargram Municipality.

THE SCHEDULE "D" ABOVE REFERRED TO WORK SCHEDULE/SPECIFICATION

Sl. No.	Partic	ulars	Specification	
		Foundation & Structure	RCC Framed Structure	
1	Main Structure	Walls	Red Brick/ any other Bricks/ Masonry as per design of Architect Outer Wall - 8" Inner Wall - 5"	
	Main Structure Living Room/Dining Room/Bedrooms/Ba Icony Kitchen	Flooring	Rectified Ceramic tiles mat finished 16"X16" of Reputed Standard Make	
2		Wall/Ceiling Finish	Putty over plaster and cement primer over it	
		Flooring	Rectified Ceramic tiles mat finished 16"X16" of Reputed Standard Make	
	Kitchen	Wall/ Ceiling Finish	Putty over Plaster and Cement Primer over it.	
3		Counter	Green Marble/ any other suitable Marble.	
		Dado	Ceramic Tiles up to 2 ft 6 inch height above Counter top o Reputed Standard make	

SURÁJIT CHATTERJEE ADVOCATE Enrollment No. - F / 234 / 1699 OF 2008 Jhardram SHI SUNG THE

M. Sinoj Ali



		Fitting/fixtures	1 No. Stainless Still Sink and 2 No bib cock of Reputed Standard make
		Water Supply	Provision of Cold water lines
		Flooring	Rectified Ceramic tiles mat finished 16"X16" of Reputed Standard Make
		Wall/ Ceiling Finish	Putty over Plaster and Cemen Primer over it. Ceramic Tiles or wall up to 6 ft height
4	Toilets	CP Fitting	CP fittings of Reputed Standard Make
		Sanitary ware	OT Pan White- 1 No. PVC Cistern White- 1 No O/H shower with arm - 1No 3 Nos bib cocks Sanitary ware of Reputed Standard Make. PVC Door- 1 No.
		Water Supply	Provision of cold water lines to all points. Hot Water Line connected to geyser point in one Toilet only
		Attach Toilet	EWC White 1 pc PVC Cistern White- 1 No 2 Nos bib cocks. PVC Door- 1 No.
5	Pipelines	Water Supply	PVC Pipes of Reputed Make
		Rain Water/ Soil Pipe	PVC Pipes of Reputed Make
		Door Frame	Hard wood/ Pressed Steel
6	Doors	Door Shutter	Flush door of reputed make
		Lock /Hardware	Main Door 1 No 8" Tower bolt from inside

SURÁJIT CHATTERJEE ADVOCATE Enrollment No. - F / 234 / 1899 OF 2009



1 8 MAR 2024

		Paint	1 No Handle from inside 1 No handle and 1 No L drop from outside Other Rooms 1 No 6" Tower Bolt from inside 1 No handle from inside 1 No hatch bolt from out side 1 No Handle from outside of standard reputed make Synthetic Enamel paint
7	Windows		Aluminum sliding window (2 Track, 3 Track) with 3 MM Glass.
		Bed Rooms	2 light point, 1 fan point, 1 No. 5A switch socket,
		Living /Dining Room	2 light points, 1 Fan point, , 2 Nos. 5A switch socket, 1 calling bell point
8	Electrical	Kitchen	1 light point, 1 No. Exhaust fan point, 1No. 5A switch socket, 1 No 5/15 A Switch socket
		Toilet	1 No. Light point, 1 No. Exhaust fan Point, 1 No. 15A socket for geyser in one toilet only.
		Wiring	Concealed ISI Marked Stranded Copper Wiring in PVC Conduit Pipe
		Electric Meter	Individual Electricity Meter borne by the purchaser for Each Apartment and common Area as

SURAJIT CHATTERJEE

ADVOCATE

Enrollment No. - F1234 1 1898 OF 2009

. thardram



			per rules
		Electrical Distribution	Main switches /MCBs/DBs of reputed make
		Switches/Sockets	Piano Switches of reputed make
9	Water Source/Supply		Deep tube well with submersible water pump and overhead tank
		Floor	Kodappa Stones
		Wall/Ceiling Finish	Distemper or snowcem
10	Stair Case	Railing	MS Railing Synthetic enamel painted
11	Car parking Area	Flooring	Cement punning over plaster
		Wall Finish	Distemper or snowcem
12	Drive way	Flooring	Cement punning over plaster
14	External wall finish		Snowcem over plaster
16	Additional work		Any other extra work will be done at extra cost subject to Architects prior approval.

Be it mention here in that the photographs and impression of fingers of the Owner and the Developer are taken on the last page of this presents, duly certified by the Owner and the Developer.

IN WITNESSES WHEREOF, We the executants have hereto signed this Development Agreement after admitting the contents of this presents in our free will and consent without any influence and or coercion in presence of witnesses on the day, month, year above written at Jhargram.

SURAJIT CHATTERJEE

ADVOCATE Ensolment No. - F / 234 / 1699 OF 2000

Jhararam



Signature of the Witnesses:

This deed has been completed in 28 pages and there are two witnesses, signed in this presents.

1. Subir Makak S/o. Suller ch. Motok Madtabar more Ragher noth per Broggen H21507

(Signature of the Owner)

Speciedali

2.

Throng's

SURAJIT CHATTERJEE

ADVOCATE

STREET NO. - F12341 1898 CF 2008

Jhargtern

(Signature of the Developer)

Sh. Sahir Aus

Drafted & Prepared in my office : Surajit chatterjee, Advocate

SURAJIT CHATTERJEE

ADVOCATE

Bredingen No. - F1234 | 1699 OF 2008

Jhargrann

541 Sahr B.

SK. Sinaj Ali



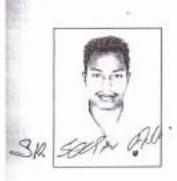
PHOTOGRAPHS & FINGER PRINTS OF THE PARTIES



	1	.Ster
nger Middle Finger	Fore Finger	Thumb
	nger Middle Finger	nger Middle Finger Fore Finger

Signature

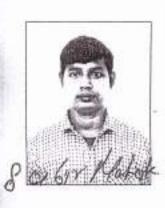
SK. Cicrof Ali



Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		10		

Signature

5/ Sahi Ab



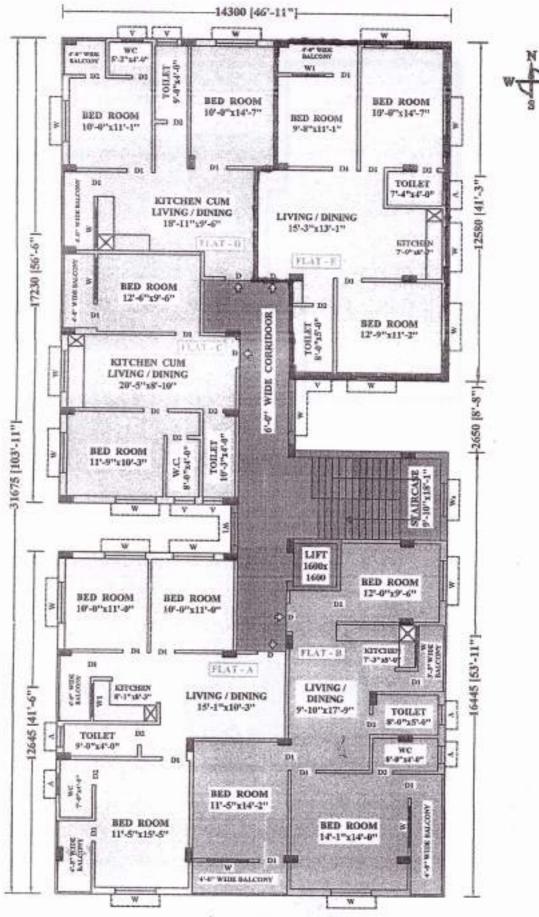
Ring Finger	Middle Finger	Fore Finger	Thumb
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200			
		Ring Finger Middle Finger Ring Finger Middle Finger	

Signature

SUBIT Kladela

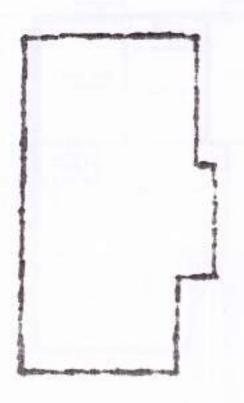


18 MAR JOJ4



TYPICAL FLOOR PLAN COVERED AREA - 4589.68 SQFT.

	COVERED AREA	SUPER BUILTUP AREA		
FLAT - A	865.21 SQFT.	1081.51 SQFT.		
FLAT - B	998.74 SQFT.	1248.43 SQFT.		
FLAT - C	620.21 SQFT.	775.26 SQFT.		
FLAT - D	672.60 SQFT.	840.75 SQFT.		
FLAT-E	875.22 SQFT.	1094.03 SQFT.		







Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





A 7 7 7 7 7 1	W	
GRN	DIGITAL	Be.
23.422.7	no beautiful	8.0

GRN:

192023240428759051

GRN Date:

18/03/2024 15:28:10

BRN:

GRIPS Payment ID:

Payment Status:

2017654152

180320242042875904

Successful

Payment Mode:

Online Payment ICICI Bank

Bank/Gateway:

18/03/2024 00:00:00

BRN Date:

18/03/2024 15:28:10

Payment Init, Date: Payment Ref. No:

2000717527/7/2024

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

SURAJIT CHATTERJEE

Address:

sujan apartment, 1st floor jhargram, West Bengal, 721507

Mobile:

9933750238

EMail:

surajitchatterjeejgm@gmail.com

Depositor Status:

Advocate

Query No:

2000717527

Applicant's Name:

Mr SURAJIT CHATTERJEE

Address:

D.S.R. Jhargram

Office Name:

D.S.R. Jhargram

Identification No:

2000717527/7/2024

Remarks:

Sale, Development Agreement or Construction agreement Payment No 7

Period From (dd/mm/yyyy): 18/03/2024

Period To (dd/mm/yyyy):

18/03/2024

Payment Details

SI. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1.	2000717527/7/2024	Property Registration- Stamp duty	0030-02-103-003-02	35041
2	2000717527/7/2024	Property Registration-Registration Fees	0030-03-104-001-16	5067
		A 1935 A	All .	

IN WORDS: FORTY THOUSAND ONE HUNDRED EIGHT ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS Payment Detail

GRIPS Payment ID:

180320242042875904

Total Amount:

40108

Bank/Gateway:-

ICICI Bank

BRN:

2017654152

Payment Status:

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

18/03/2024 15:28:10

Online Payment

18/03/2024 00:00:00

GRIPS Portal

Depositor Details

Depositor's Name:

SURAJIT CHATTERJEE

Mobile:

9933750238

Payment(GRN) Details

Sl. No.

Department

Amount (₹)

192023240428759051

Directorate of Registration & Stamp Revenue

40108

Total

40108

IN WORDS:

FORTY THOUSAND ONE HUNDRED EIGHT ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the

pages below.

Major Information of the Deed

Deed No :	1-2201-01077/2024	Date of Registration 22/03/2024			
Query No / Year	2201-2000717527/2024	Office where deed is registered			
Query Date	14/03/2024 4:29:25 PM	D.S.R. Jhargram, District: Jhargram			
Applicant Name, Address & Other Details	SURAJIT CHATTERJEE	, NEAR - DIET, Thana : Jhargram, District : Jhargram, WES bile No. : 7001331978, Status :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Othe than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]			
Set Forth value		Market Value			
Rs. 5,00,000/-		Rs. 2,98,35,000/-			
Stampduty Paid(SD)		Registration Fee Paid			
Pe 40 0414 (Article:48(a))		Rs: 5,067/- (Article:E, E, E,)			
Remarks	and the same of th				

Land Details :

District: Jhargram, P.S.- Jhargram, Municipality: JHARGRAM, Mouza: Janglekhas-(395), Jl No: 395, Pin Code: 721507

Sch No	Plot Number	Khatiah	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1945 (RS:-1095)	LR-13894	Commerci al Vastu	Annual Control	17 Dec	5,00,000/-		Width of Approach Road: 20 Ft., Adjacent to Metal Road,
	Grand	Total:	-		17Dec	5,00,000 /-	298,35,000 /-	

Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature				
1	Name Name	Photo	Finger Print	Signature	
	Mr Sk Siraj Ali (Presentant) Son of Sk. Musaraf Ali Executed by: Self, Date of Execution: 18/03/2024 , Admitted by: Self, Date of Admission: 18/03/2024 ,Place : Office		Captured	خه و ساخ ۲	
	I Ones	18/00/2024	LTI 18/03/2024	1800072024	



At- Raghunathpur, City:- , P.O:- Jhargram, P.S:-Jhargram, District:-Jhargram, West Bengal, India, PIN: - 721507 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: DKxxxxxx1G, Aadhaar No: 91xxxxxxxxx8497, Status :Individual, Executed by: Self, Date of

Execution: 18/03/2024

Admitted by: Self, Date of Admission: 18/03/2024 ,Place: Office

Developer Details:

Name	Photo	Finger Print	Signature
Mr Sekh Sabir Ali Son of Late Musaraf Ali Executed by: Self, Date of Execution: 18/03/2024 , Admitted by: Self, Date of Admission: 18/03/2024 ,Place : Office		Captured	SH 548., QU
Since	16/55/2824	LTI 1880000004	18/03/2024

Son of Late Musaraf Ali At-Raghunathpur, City:-, P.O:- Jhargram, P.S:-Jhargram, Di Bengal, India, PIN.- 721507 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BPxxxxxx3B, Aadhaar No: 51xxxxxxxx4542, Status :Individual, Executed by: Self, Date of

Execution: 18/03/2024

Admitted by: Self, Date of Admission: 18/03/2024 ,Place: Office

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Subir Mahata Son of Mr Sudhir Mahata At- Madhuban More, Block/Sector: Near New Bus Stand, City: , P.O:- Jhargram, P.S:-Jhargram, District:-Jhargram, West Bengal, India, PIN:- 721507		Captured	Subir Hands
DESCRIPTION OF THE PROPERTY OF	18/03/2024	18/03/2024	18/03/2024

Transi	fer of property for I	
SI.No	From	To. with area (Name-Area)
1	Mr Sk Siraj Ali	Mr Sekh Sabir Ali-17 Dec

Land Details as per Land Record

District: Jhargram, P.S.: Jhargram, Municipality: JHARGRAM, Mouza; Janglekhas-(395), Jl No: 395, Pin Code :

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
	LR Plot No:- 1945, LR Khatian	Owner.ov পদত কনি, Gurdian:লভ মূদক কনি, Address:দিত , Classification:লয়, Area:0.08500000 Acre,	Mr Sk Siraj Ali





Endorsement For Deed Number: 1 - 220101077 / 2024

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

Presented for registration at 13:50 hrs. on 18-03-2024, at the Office of the D.S.R. Jhargram by Mr. Sk Siraj Ali

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. 2.98.35.000/-

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

Execution is admitted on 18/03/2024 by 1. Mr Sk Siraj Ali, Son of Sk. Musaraf Ali, At-Raghunathpur, P.O: Jhargram, Thana: Jhargram, , Jhargram, WEST BENGAL, India, PIN - 721507, by caste Muslim, by Profession Business, 2. Mr Sekh Sabir Ali, Son of Late Musaraf Ali, At-Raghunathpur, P.O: Jhargram, Thana: Jhargram, , Jhargram, WEST BENGAL, India, PIN - 721507, by caste Muslim, by Profession Business

Indetified by Mr Subir Mahata, , , Son of Mr Sudhir Mahata, At- Madhuban More, Sector: Near New Bus Stand, P.O: Jhargram, Thana: Jhargram, Jhargram, WEST BENGAL, India, PIN - 721507, by caste Hindu, by profession Private

> Joyjit Chanda DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. Jhargram

> > Jhargram, West Bengal

On 22-03-2024

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,067.00/- (B = Rs 5,000.00/- ,E = Rs 35.00/-H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,067/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/03/2024 12:00AM with Govt. Ref. No: 192023240428759051 on 18-03-2024, Amount Rs: 5,067/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2017654152 on 18-03-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,041/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,041/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 11790, Amount: Rs.5,000.00/-, Date of Purchase: 04/03/2024, Vendor name: Sonali Mahapatra

Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/03/2024 12:00AM with Govt. Ref. No: 192023240428759051 on 18-03-2024, Amount Rs: 35,041/-, Bank: ICICI Bank (ICICD0000006), Ref. No. 2017654152 on 18-03-2024, Head of Account 0030-02-103-003-02

> Joyjit Chanda DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. Jhargram

> > Jhargram, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 2201-2024, Page from 22196 to 22233
being No 220101077 for the year 2024.





(Joyjit Chanda) 27/03/2024 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. Jhargram West Bengal. Digitally signed by JOYJIT CHANDA Date: 2024.03.27 12:43:23 +05:30 Reason: Digital Signing of Deed,

