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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AE 467594

Certified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

District Sub-Registrar-III
Alipore, South 24-parganas
02.11.2021

THIS AGREEMENT FOR DEVELOPMENT is made on this the 7th day of October, Two Thousand Twenty-one

BETWEEN

SRI MANIK LAL NASKAR, son of late Narendra Nath Naskar, an Indian

26 JUN 2021

0008744

No ..... Rs. ..... Date .....

Name : Subir Majumder

Address : Advocate

Vendor : ALIPORE JUDGE COURT
Kolkata - 700 027

I. CHAKRABORTY
5B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001

Sona Roka

7699

Sona Roka

7693

Manoklal Verma

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South 24 Parganas

7704

Saurav Chakraborty
54/10, Lotus Park
Kolkata - 700047

DISTRICT SUB REGISTRAR -III
SOUTH 24 PGS., ALIPORE

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citizen, having **PAN : ARAPN7925J,** having residence at Fartabad, Mahamayapur, Post Office – Garia, Police Station – Narendrapur, Kolkata – 700 084, District : South 24 – Parganas, hereinafter be referred to as the **OWNER** (which expression unless repugnant to the context shall mean and include his respective heirs, executors, administrators representatives and assigns) of the ONE PART

A N D

MESSRS ' PUJA BUILDERS ', having its office at Kamduni More, Khariberai, Post Office – Kamdenu, Police Station – Rajarhat, PIN : 700135, North 24-Parganas, rep[resented by it's proprietor **SRI SONU ROHRA**, son of Sri Harish Kumar Rohra, having **PAN : AIRPR2484C**, by nationality Indian, by faith Hindu, residing at P-73, Block 'C' Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, hereinafter be referred to as the **DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the OTHER PART.

W H E R E A S :

1. The owner herein along with other owners by virtue of the several Deeds of Sale and by way of inheritance became the joint owners of ALL THAT the landed property measuring about **60** Cottahs in Mouza – Barhans Fartabad, Touzi No. 109, J.L. No. 47, at Ganguly Para, Garia, comprised in R.S. Dag Nos. 1183, 1187, 1189, 1193 and 1194, R.S. Khatian Nos. 392 & 411, within the jurisdiction of the Rajpur-Sonarpur Municipality, ward no. 28, Police Station – Sonarpur, District – South 24-Parganas (more fully and particularly described in the first schedule hereunder written and hereinafter he referred to as the SAID PREMISES).

2. The said Sri Manik Lal Naskar, the owner herein with the intention to develop the said premises by constructing a multi-storied building thereon, entered into a **MEMORANDUM OF UNDERSTANDING** with the developer herein on **04.12.2018** for construction of such a building for the terms and

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conditions as stated therein. Now both the parties desire to settle the terms and conditions by executing this agreement for development hereinafter appearing.

3. The said Sri Manik Lal Naskar, the owner of ALL THAT the undivided **1/5th** share of the landed property measuring about **60** Cottahs admeasuring **12** Cottahs be the little more or less in Mouza – Barhans Fartabad, Touzi No. 109, J.L. No. 47, at Ganguly Para, Garia, comprised in R.S. Dag Nos. 1183, 1187, 1189, 1193 and 1194, R.S. Khatian Nos. 392 & 411, within the jurisdiction of the Rajpur-Sonarpur Municipality, ward no. 28, Police Station – Narendrapur (previously Sonarpur), District – South 24-Parganas.

4. The owner herein with the intention to develop the said premises by constructing a multi-storied building thereon, enter into this agreement with the developer for construction of such a building in respect of their undivided **1/5th** share of the landed property measuring about **60** Cottahs admeasuring **12** Cottahs be the little more or less in Mouza – Barhans Fartabad, Touzi No. 109, J.L. No. 47, at Ganguly Para, Garia, comprised in R.S. Dag Nos. 1183, 1187, 1189, 1193 and 1194, R.S. Khatian Nos. 392 & 411, within the jurisdiction of the Rajpur-Sonarpur Municipality, ward no. 28, Police Station – Narendrapur (previously Sonarpur), District – South 24-Parganas for the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings :

ARTICLE : I

1.1. **OWNERS** : **SRI MANIK LAL NASKAR**

1.2. **VENDORS** : **SRI MANIK LAL NASKAR**

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1.3. **DEVELOPER** : **MESSRS 'PUJA BUILDERS'**,

1.4. **PREMISES** : **ALL THAT** the undivided share of the landed property measuring about **12** Cottahs be the little more or less along with a tile shed structure of cemented flooring measuring about 150 square feet comprised in Mouza – Barhans Fartabad, Touzi No. 109, J.L. No. 47, at Ganguly Para, Garia, comprised in R.S. Dag Nos. 1183, 1187, 1189, 1193 and 1194, R.S. Khatian Nos. 392 & 411, within the jurisdiction of the Rajpur-Sonarpur Municipality, ward no. 28, Police Station – Narendrapur (previously Sonarpur), District – South 24-Parganas (more fully and particularly described in the first schedule hereunder written).

1.5. **DEVELOPMENT AGREEMENT** : The instant agreement made between the owner and the developer.

1.6. **BUILDING** : A multi storied building to be constructed by the developer on the said premises in accordance with the sanction of the building plan.

1.7. **PLAN** : The sanction of building plan from the competent authority for construction of the said building at the said premises at the cost of the developer with such additions, alterations and modifications as would be deemed necessary by the developer.

1.8. **ARCHITECT** : The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.

1.9. **ADVOCATE** : The person to be appointed by the developer who only look after all legal matters in connection with the project under this agreement.

1.10. **OWNERS' ALLOCATION** : Save and except the developer's allocation the area the owners will be entitled to get **40%** area in the said building in respect of the proportionate share of the said landed property as stated herein as per sanctioned building plan (more fully and particularly described in the second schedule hereunder written).

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1.11. **DEVELOPER'S ALLOCATION** : Save and except the owners' allocation the area the developer will be entitled to get **60%** area in the said building as per sanctioned building plan (more fully and particularly described in the third schedule hereunder written).

1.12. **PAYMENT** : The developer will make the owner a refundable payment of **Rs. 30,00,000-00** (Rupees Thirty lacs) only before or simultaneously with execution of this agreement as per payment schedule stated herein after.

1.13. **SALEABLE PORTION** : All the portion in the building pertaining to developer's allocation.

1.14. **COMMON SERVICE AREAS** : All the common service facilities to be enjoyed by both the owners and the developer in the building (more fully and particularly described in the fourth schedule hereunder written).

1.15. **TRANSFEROR** : In context of this agreement the owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.

1.16. **TRANSFEREE** : The purchaser who will purchase flat/space in the building from the areas pertaining to developer' allocation.

1.17. **TRANSFER** : Transfer of proportionate undivided share/interest of land in the premises by the owner attributable to the developer's allocation

1.18. **CONSIDERATION** : Owners' allocation at the cost of the developer will be treated as consideration to be given to the owners against which the owners will transfer the undivided proportionate share of land in the premises attributable to the developer's allocation

1.19. **DELIVERY OF POSSESSION OF LAND** : In the context shall mean, the owner will hand over to the developer the peaceful vacant well demarcated physical possession of the premises simultaneously with the execution of this agreement.

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1.20. **TIME** : The developer will complete the said building and deliver the peaceful vacant physical possession of the owners' allocation within **36** months from the date of getting delivery of possession of the said land from the owner along with the entire landed property from the other co-owners of that property free from all encumbrances or obtaining sanction of the building plan in respect of the entire landed property from the competent authority, whichever is later.

1.21. **POWER OF ATTORNEY** : The owner will execute power of attorney appointing the developer or its nominee as his lawful constituent attorney to do the acts stipulated hereunder.

1.22. **COMMON EXPENSES** : The expenses and cost of maintaining the common parts of the building which will be borne or paid proportionately by the owner and the developer and/or their nominee (more fully and particularly described in the fifth schedule hereunder written).

1.23. **UNDIVIDED SHARE** : The undivided proportionate share or interest in the land of the premises attributable to the flat/car parking space/space/shops/show room pertaining to the developer's allocation.

1.24. **PROJECT** : The work of development of the said premises undertaken by the developer.

1.25. **UNIT** : Any independent flat / space / shop / show room in the new building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which is not the common portion.

1.26. **UNIT OWNER** : Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owner and the developer for the units held by them from time to time.

1.27. **MANNER OF WORK** and **SPECIFICATIONS** : The materials and accessories which are to be used for construction of the building (more fully and particularly described in the annexure annexed hereto)

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ARTICLE – I

2. OWNER represent as follows :-

2.1. The ownersis the absolute owner in respect of their respective plot (more fully described in the first schedule hereunder written).

2.2. There is no agreement holder in respect of the said premises.

2.3 There is no tenant in of the said premises.

2.4. There is no suits, litigations or legal proceedings in respect of the premises or part thereof.

2.5. No person other than the owners have any, title of any nature whatsoever in the premises or any part thereof.

2.6. The right, title and interest of the owners in the premises are free from all encumbrances and the owner has a marketable title thereto.

2.7. The premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owner.

2.8. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.

2.9. The owner have not in anyway deal with the premises whereby the right, title and interest of the owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

2.10. The owner shall have no difficulty in producing income tax clearance certificate or any permission, if required, for completion of transfer of the

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developer's allocation to the developer and/or its nominees and/or otherwise in fulfilling their obligations hereunder.

2.11. The owner is fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement.

ARTICLE III : OWNERS' RIGHT :

3.1. The owner will get the owners' allocation described in the second schedule hereunder written without any hindrance from the developer.

3.2. That the owner herein as one of the co-owner of the total landed property has an one storied building adjacent to this projected landed property comprising Dag no. 1191 and shall have an access as common passage through this proposed residential project in future. The owner will also permitted to get his electrical, sewerage and water line for his own landed property as stated hereinabove through this common passage.

3.3 The original partition deed will be returned to owner herein after getting sanction building plan of proposed residential project by the developer herein

ARTICLE IV - OWNERS' OBLIGATION :

4.1. The owner shall answer and comply with all requisitions made by the advocate of the developer for establishing the title of the owners to the premises and shall make out a marketable title but notwithstanding the same, the owner shall remain liable to rectify all latent defects in the title, if any at his own costs and expenses.

4.2. The owner will make delivery of possession of the said landed property to the developer simultaneously with the execution of this agreement.

4.4. The developer shall be entitled to construct and complete the building in accordance with the sanction of the building plan without any interference or hindrance from the side of the owner.

4.5. During the continuance of this agreement the owner will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the Developer entirety.

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4.6. The owner do hereby also declare that they had not executed any agreement for development and/or any kind of amount taken from anybody from any third party for anyway whatsoever in respect of this landed property.

4.7. The owner will execute and register a general power of attorney in favour of the Developer or its nominee authorising inter alia : to sell and transfer the undivided proportionate share/interest of land in the premises attributable to the developer's allocation and receive consideration for the flats/spaces/car parking spaces/shop pertaining to the developer's allocation at its discretion.

4.8. The owner will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the Developer's allocation in the building.

4.9. The owner will execute the POWER OF ATTORNEY authorizing the developer to do the following acts deeds and things :

i. To develop the said premises by constructing building thereon.

ii. To represent to the ZilaParishad, Municipality, Corporation and/or any competent authority.

iii. Sign the plan and all the relevant papers in respect of the building plan and all other relevant documents relating to the said premises present the same to the ZilaParishad, Municipality, Corporation and/or any competent authority.

iv. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.

v. To obtain clearances from all government departments and authorities including fire Brigade, BLRO, JLRO, ZilaParishad, Municipality, Corporation, Police and the Authorities Urban Land

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Ceiling and Department and all other competent authorities as may be necessary.

vi. To sign and apply for sanction of drainage, water, electricity and others utilities as may be necessary for the convenience.

vii. To appear before any, officer of the Municipality, Corporation and/or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property

viii. To represent before any court of law .

ix. To appear and to act in all courts, civil, criminal and tribunal whenever required

x. To sign and verify plaints and written statements petitioners, objection, memo of appeals, affidavits and applications of all kind and file those in any court of law.

xi. To engage and appoint any advocate/pleader or counsel whenever and wherever required.

xii. To represent us to the Registration Office, Land Acquisition Department and any Competent authority for obtaining clearances, if any, in respect of the said property.

xiii. To settle any dispute arising in respect of the said property.

xiv. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell 60% from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers at such price which the said attorneys, in their absolute discretion, think proper and/or to cancel and/or repudiate the same ONLY after obtaining of the plan and

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demarcation and determination of the respective allocations of the owner and the developer.

xv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said **60%**, from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.

xvi. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or his nominee or assignee.

xvii. To sign and execute all other deeds, instruments and assurances which our attorneys shall consider necessary and to enter into and/or agree to such covenants and conditions as may he required for fully and effectually conveying the said **60%**, from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof.

xviii. To present any such conveyance or conveyances in respect of the said 60%, from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which the said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects.

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4.10. The owner will, if required, execute agreement for sale in respect of the undivided proportionate share of land pertaining to the developer's allocation and present the same before the registration authority in respect of flats/spaces, pertaining to the developer's allocation for registration at the cost of the developer and/or its nominee.

4.11. The owner will hand over all the original documents such as the original title deeds, partition deed, tax receipts, mutation certificate and/or any other requisite documents relating to the said property upon execution of this agreement for development. Those documents will remain with developer till the completion of the new building thereafter those documents will remain with the Association of the said building owner.

4.12. The owner will execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the developer's allocation and present the same before the registration authority in respect of flats, spaces and shop pertaining to the developer's allocation for registration at the cost of the developer and/or its nominee.

4.13. The owner will be solely responsible for delivering the peaceful, physical possession of the premises to the developer free from all encumbrances whatsoever.

4.14. The owner will extend all reasonable cooperation to the developer for effecting construction of the said building.

4.15. The owner shall from time to time, sell and convey to the developer and/or its nominee undivided proportionate share in the land contained in the premises appurtenant to the units and car parking spaces pertaining to the developer's allocation in the said building and the consideration for the same payable to the developer shall be a part of the cost of construction of the owner's allocation. The cost of preparation, stamping, and registration of the conveyances shall be borne and paid by the unit owner.

4.16. In case of any encumbrances relating to the title or ownership be found on the premises, then in such event the owner shall be liable to meet

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up and remove the same at their own costs and expenses. In case the owner do not than the developer shall be liberty to do so and to recover the said costs from the owner.

4.17. That the owner shall from time to time, grant such further power or authorities to the developer and/or its nominees concerning the project, for the developers doing the various works envisaged hereunder, including the entering into an agreement for sale and/or construction of the new building and/or portion thereof (excluding the owner's area) and to receive all amount in pursuance there.

4.18. The owner will be entitled to get the owners' allocation only after refunding of the sum of Rs. 30,00,000-00 (Rupees Thirty lacs only) to the developer herein before taking possession and/or will compensate the equivalent area from his allocation in lieu of the said refundable amount as aforesaid in favour of the developer herein.

4.19. The owner will bear all the previous/pending taxes and impositions on the premises and/or part thereof till the execution of this agreement.

ARTICLE – V : DEVELOPER'S RIGHT

5.1. The owner hereby grant exclusive right to the developer to build and complete the building.

5.2. The Developer shall have the exclusive right to added and/or amalgamate any adjacent landed property to expand this project in which the owners shall have no objection for any reason whatsoever without affecting the owner's allocation as stated in this agreement and will also provide common access within this existing project.

5.3. The owner hereby grant exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owners. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the

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developer's allocation at any price of its discretion and receive advance / consideration in full thereof.

5.4. The developer will have exclusive right to extend the project by amalgamating the adjacent plots of the third parties for which the owner shall have no objection in anyway whatsoever.

5.5. The developer will have exclusive right to make the common access between the existing project with the extended project and also will make the facilities and other utilities as common between the adjacent projects made by the said developer herein in which the owner shall have no objection in anyway whatsoever.

5.6. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement, for the duration of the project. The developer shall be entitled to use the premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.

5.7. Upon being inducted into the premises, the developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water in the premises, at its costs and expenses. The developer shall have the right to obtain temporary connection of utilities for the project and the owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.

5.8. The developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any personal liability of the owners.

5.9. The developer shall cause such changes to be made in the plans as the architect may approve and/or shall be required by the concerned authorities, from time to time.

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5.10. The developer will be authorised in the name of the firm so far as it necessary to apply for and obtain quota of cement, steel, brick and other building materials for construction of the building.

5.11. The developer will be entitled to deliver unit pertaining to the developer's allocation to the purchaser.

5.12. The developer will be entitled to transfer the undivided proportionate share of land in the premises attributable to the developer's allocation by virtue of the Power of Attorney to be given by the owners to the developer its nominee.

5.13. The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the developer's allocation in the building.

5.14. The developer will deliver the owners' allocation after getting refund of of the said sum of Rs. 30,00,000-00 (Rupees Thirty lacs) only.

5.15. The developer will be entitled to execute agreement for sale and/or deed of sale in favour of its nominee in respect of the compensated area of the owner's allocation in lieu of the paid sum as aforesaid. The said compensated area will also be treated as developer's allocation with that effect.

5.16. The developer will be entitled to get the vacant peaceful possession of the said premises free from all encumbrances whatsoever from the owners without any obstruction from any quarter.

5.17. The owner shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.

5.18. The owner shall give such co-operation to the developer in respect of the mutation and any other modification in the record of the BL&LRO and Municipality and will also co-operate with the developer to amalgamate

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another land with the existing land for the expansion of the existing project as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.

ARTICLE – VI : DEVELOPER'S OBLIGATION :

6.1. The developer will obtain sanction of the building plan within 18 (eighteen) months from execution of these presents subject to the execution of development agreement with the other co-owners also in respect of the entire landed property.

6.2. The developer will complete the said building and deliver the peaceful vacant physical possession of the owners' allocation within **36** months from the date of getting delivery of possession of the said land from the owners herein subject to get the remaining landed property among the entire landed property measuring about **60** cottahs from the other co-owners of that property free from all encumbrances or obtaining sanction of the building plan in respect of the entire landed property from the competent authority, whichever is later. Notwithstanding the developer will be entitled to another six months as bonus time to complete the project.

6.3. All costs, charges and expenses for construction of the building and/or the development of the said premises shall be borne and paid by the developer exclusively.

6.4. The developer will complete the owners' allocation with the specification annexed hereto .

6.5. That owner herein as one of the co-owner had their own residence on the adjacent land of the said project and the developer herein upon request of the owners assured that he will provide a free common access within the said proposed project with the residence of the owners herein.

6.6. The developer shall construct the building with standard materials available in the market.

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6.7. The developer will pay a compensated amount of Rs. 10,000-00 per month (Rupees Ten thousand only) if the owner's allocation will not deliver within the stipulated time as stated in clause no. 6.2 considering the force majeure clause, if applicable till the developer delivers the said owner's allocation to the owners herein.

6.8. The developer will bear all cost arising out of the construction of the building.

6.9. The developer will bear all the taxes and impositions on the premises and/or part thereof from the date of execution of this agreement till it delivers the owners' allocation to the owners.

6.10. The developer will provide the owners a duly attested photo copy of the sanction plan.

6.10. The developer will start work within ninety days from obtaining sanction plan and peaceful vacant possession of the said land subject to get the entire 60 Cottahs land by all the owners in lieu of the developer's agreement with the other co-owners.

ARTICLE VII : OWNERS' INDEMNITY :

7.1. The developer indemnifies the owners against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.

7.2. The developer shall indemnify and keep the owners indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.

7.3. The developer shall keep the owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof including.

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7.4. The developer shall indemnifies the owners against all claims or demand that may be made due to anything done by the developer during the construction of the said building.

7.5. The developer indemnifies the owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss.

7.6. The developer indemnifies the owners against any demand and/or demand/claim made by the unit holder un respect of the developer's allocation.

7.7. The developer indemnifies the owners against any action taken by the Corporation and/or other authority for any illegal or faulty construction or otherwise of the building.

ARTICLE VIII : COMMON UNDERSTANDINGS :

8.1. In case it is required to pay any outstanding dues to the municipality / corporation or any other outgoings and liabilities in respect of the premises till the date the owner hand over the vacant and peaceful possession of the premises to the developer, the developer shall pay such dues and bear the costs and expenses thereof. The developer shall pay the Municipal rates and taxes and electricity bills till the date of handing over possession of the owners' allocation to the owner.

8.2. The owner shall be solely and exclusively entitled to the owners' allocation and the developer shall be solely and exclusively entitled to the developer's allocation.

8.3. The owners' allocation shall be constructed by the developer for and on behalf of the owner. The rest of the building shall be constructed by the developer for and on behalf of itself.

8.4. The owner and the developer shall be entitled absolutely to their

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respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective areas SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto common expenses and other matter of common interest, the owner and the developer shall adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata.

8.5. The owner shall be entitled to all monies that be received from the unit owners of the owner's allocation whether the same by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units owners till formation of the society or any other association of the unit owners.

8.6 The developer will provide electricity connection for the entirety of the building including the owners' allocation and the owners shall reimburse the developer proportionately, the total of deposits and expenses as be required to obtain electricity from the CESC or WBSEB.

8.7 Upon completion of the building and/or floors therein, from time to time, the developer shall maintain and manage the same in accordance with such rules as may be framed by the advocates and as in conformity with other buildings containing ownership flats. The developer and the owner and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management.

8.8 If so required by the developer, the owners shall join and/or cause such persons as may be necessary to join as a confirming parties in any

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documents conveyance and/or any other documents of transfer that the developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the developer shall join in respect of the owners' area.

ARTICLE IX : COMMON RESTRICTIONS :

9.1. Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any activity detrimental to the peaceful living of the other occupiers of the building.

9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.

9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.

9.4. Both parties will jointly form an ad-hoc common body/committee to look after the maintenance of the building. But with the owners take possession of the owners' allocation and the developer sell major parts of its allocation, the developer will have no liability to the said committee and/or any association to be formed.

9.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.

9.6. Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.

9.7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation.

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ARTICLE X : MISCELLANEOUS :

10.1. The owner and the developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.

10.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.

10.3. The building will be provided with LIFT facility.

10.4. The owners allocation and the developer's allocation in the building will demarcated after obtaining the building plan from the competent authority.

ARTICLE XI : FORCE MAJURE :

11.1. The developer will complete the owners' allocation within the stipulated period subject to unless it is prevented by the circumstances which may be found beyond control of the developer.

ARTICLE XII : JURISDICTION :

12.1. The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

ARTICLE XIII : ARBITRATION :

13.1. All disputes and differences between the parties hereto in any way relating to this agreement and/or arising out of the provisions hereof shall be referred to Arbitration to such person or persons as be mutually accepted, failing which Two Arbitrators, one to be appointed by each of the parties. The Arbitrators shall be entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the Arbitration and Cancellation Act 1996.

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THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the **LAND**)

ALL THAT the undivided share of the landed property measuring about **12** Cottahs be the little more or less (out of undivided 1/5th share of the landed property measuring about 60 Cottahs) along with a tile shed structure of cemented flooring measuring about 150 square feet comprised in Mouza – Barhans Fartabad, Touzi No. 109, J.L. No. 47, at Ganguly Para, Garia, Barhans Road, comprised in R.S. Dag Nos. 1183, 1187, 1189, 1193 and 1194, R.S. Khatian Nos. 392 & 411, within the jurisdiction of the Rajpur-Sonarpur Municipality, ward no. 28, Police Station – Narendrapur (previously Sonarpur), District – South 24-Parganas butted and bounded in the following manner :

On the North	:	by Land under R.S. Dag No. 1185 & 1188.
On the South	:	by Landed property
On the East	:	by 10 feet wide Municipal Road
On the West	:	by 8 feet wide Municipal Road

THE SECOND SCHEDULE REFERRED TO ABOVE

(OWNERS' ALLOCATION)

Save and except the developer's allocation the owners will be entitled to ALL THAT the **40%** area in the building proportionate to the said area of land TOGETHER WITH undivided proportionate share and interest in the land underneath and all rights on the common areas and facilities attached thereto as per plan. The common areas in the building and/or the said premises will be used in common with the developer.

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THE THIRD SCHEDULE REFERRED TO ABOVE

(DEVELOPER'S ALLOCATION)

SAVE and except the owners' allocation as aforesaid the developer will be entitled to rest **60%** area in the building TOGETHER WITH undivided proportionate share and interest in the land underneath the said flats and all rights on the common areas and facilities attached thereto The common areas in the building and/or the said premises will be used in common with the owner

THE FOURTH SCHEDULE AS REFERRED TO HEREINABOVE

(Common areas)

R. C. C. Columns,

Under ground water reservoir,

Overhead water tank,

Boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Stair and stair case, stair top room,
Electric installations ,

Lift, lift well, and

All other areas to be used commonly by the flat/space owners of the building.

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THE FIFTH SCHEDULE AS REFERRED TO HEREINABOVE

(Common expenses to be effected from the date of transfer)

Expenses for maintaining, repairing, redecorating the building and/or part thereof and pending taxes and duties

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the association upon its formation.

THE SIXTH SCHEDULE AS REFERRED TO HEREINABOVE

(PAYMENT SCHEDULE)

1. Upon execution of Memorandum of Understanding on 04.12.2018 i.e; before execution of this agreement	Rs. 10,00,000-00
2. After seven days of the execution of this Agreement for Development	Rs. 20,00,000-00
	Rs. 30,00,000-00

IN WITNESSES WHEREOF the parties hereto put their respective hands and

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seal on these presents on the day month and year first above written.

WITNESSES:

1. Anirban Waskar
Garia Faktabad KOL-84

2. Sourav Chakraborty
54/10, Lotus Park,
Kolkata- 700047

OWNER

For **MESSRS 'PUJA BUILDERS',**

Sonu Rohra

Proprietor

DEVELOPER

Drafted by me and prepared in my office

(SUBIT MAJUMDAR)
Advocate
High Court, calcutta
Kolkata – 700 001
Enrolment No. WB/242/2004

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MEMO OF RECEIPT

RECEIVED from the within named developer the within mentioned sum of **Rs. 10,00,000-00** (Rupees Ten lacs) only in the following manner ;

DATE	BANK	CHEQUE No.	AMOUNT (Rs.)

Manick Lal Naskar

WITNESSES:

1. Avirban Naskar

Manick Lal Naskar

OWNER

2. Sourav Chakraborty

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ANNEXURE

Technical specification
Scope of works & Amenities inside the Flat

FOUNDATION :

The foundation of the building shall be reinforced cement concrete.

SATRUCTURE :

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION :

Attractive designed front elevation with exclusive finish.

WALLS :

The external walls of the building be 200/125 mm thick brick and partition wall inside the flats shall be of 75 mm and 125 mm thick,. Both to be bounded with cement morter.

PLASTERING :

All internal surface shall be plastered with cement sand finished with plaster of paris. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make.

FLOORING AND SKIRTING :

All and other flooring and skirting inside the flat including the balcony shall be made with vitrified tiles. The toilets shall have anti-skid ceramic tiles flooring. The kitchen will have anti-skid tiles flooring.

DOORS :

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All doors frame will be made of sal wood. The main door will be of Flush door. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have plastic door. The main door shall be provided with one magic eye.

WINDOWS :

All window shall be aluminum frame with integrated grill and will be fitted with glass.

TOILET FITTIJNGS :

All toilets will have tiles flooring. Al, toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. or Indian type pan which the purchaser will choose, one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower. The cornot and the basin will have white colour.

KITCHEN FITTINGFS/FIXTURES :

The kitchen will have marble flooring The kitchen shall have R.C.C. cooking platform with black stone and ceramic tiles on cooking slab.

ROOF : Proper roof treatment with water proofing.

STAIRS : All landings and steps of the stair-case will be of cota tiles / marbles.

ELECTRICALS : Meter-Individual meter to be fitted by individual costing.

All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with infront cover of parapet sheet with switch/plus/sockets etc. are to be provided on all electrical points.

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ELECTRICAL POINTS :

Bed Rooms : Two light points, one fan point, one multi-plug point (5 Amps) computer points in all bed rooms, Only. One Washing point.

Toilets: One light point, one exhaust fan point, 15 Amps, one Geezer point .

Living/Dining Room : Two light points, two fan points one plut point (15 amps), one T.V. point and one Refrigerator point.

Kitchen : Aqua guard point and exhorts point with a 15amp. point

Stairs : One light point in each landing.

Roofs' : To light points

Ground floor : Adequate light points.

Stairs : All landings and steps of the stair-case will be of cota tile/marble.

WATER SUPPLY ;

One underground water reservoir for storing the Rajpur-Sonarpur Municipality supplied water reservoir are to be provided with adequate horse power capacity of pump of reputed make.

The party has to pay extra money for any extra work other than what are stated in hereto.

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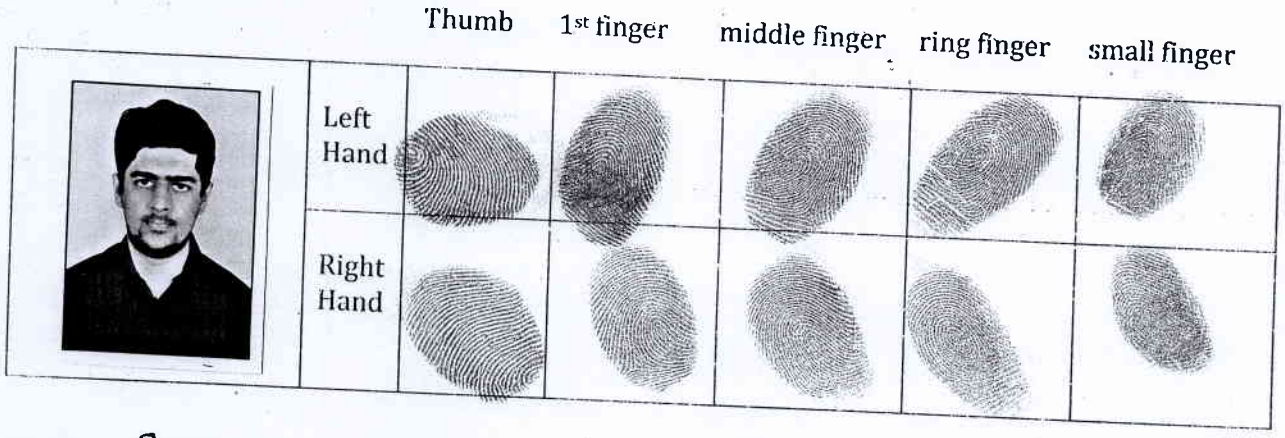
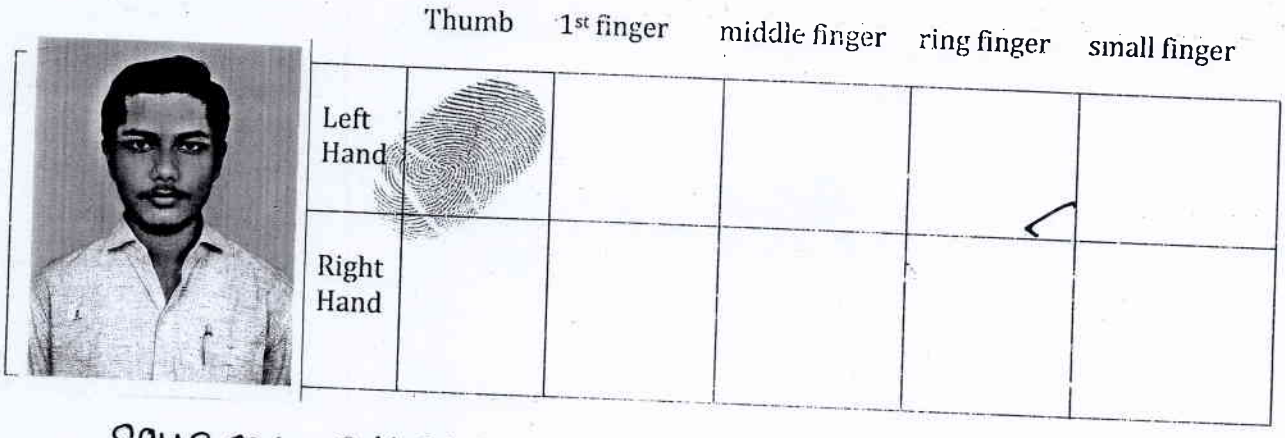
Name MANIK LAL NASKAR

Signature Manik lal Naskar



Name SONU ROHRA

Signature Sonu Rohra



Name SOURAV CHAKRABORTY

Signature Sourav Chakraborty

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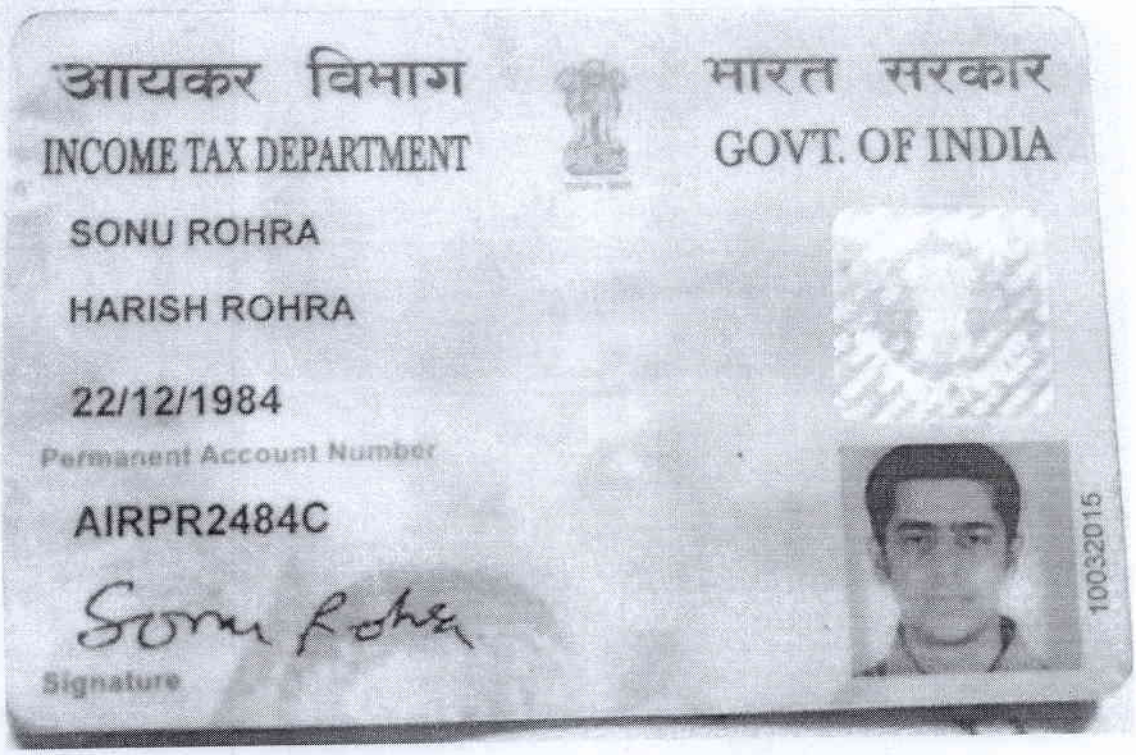
Manik Lal Naskar



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SONU ROHRA

HARISH ROHRA

22/12/1984

Permanent Account Number

AIRPR2484C

Signature

10032015

Sonu Rohra

भारत सरकार
GOVERNMENT OF INDIA

সৌরভ চক্রবর্ত্তী
Sourav Chakraborty
পিতা : সুভাশীষ চক্রবর্ত্তী
Father : Suvasis Chakraborty
জন্ম সাল / Year of Birth : 1997
পুরুষ / Male

7628 9796 3173

আধার - সাধারণ মানুষের অধিকার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
কৃষ্ণবাটী, গৌরহাটী, হুগলী,
পশ্চিমবঙ্গ, 712613

Address:
Krishnabati, Gourhati,
Hooghly, West Bengal,
712613

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Major Information of the Deed

Deed No :	**I-1603-11016/2021**	**Date of Registration**	**02/11/2021**
Query No / Year	**1603-2002002072/2021**	**Office where deed is registered**	
Query Date	**02/10/2021 1:41:05 PM**	1603-2002002072/2021	
Applicant Name, Address & Other Details	Subit Majumdar Alipore Judge Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8389040143, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[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	
Rs. 1/-		Rs. 1,46,19,492/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,121/- (Article:48(g))		Rs. 10,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Barhans Road, Mouza: Barhans Fartabad, Jl No: 0, Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1183	RS-392	Bastu	Bastu	2 Katha		24,30,001/-	Width of Approach Road: 10 Ft.,
L2	RS-1187	RS-392	Bastu	Bastu	2 Katha		24,30,001/-	Width of Approach Road: 10 Ft.,
L3	RS-1189	RS-392	Bastu	Bastu	2 Katha		24,30,001/-	Width of Approach Road: 10 Ft.,
L4	RS-1193	RS-411	Bastu	Bastu	3 Katha		36,45,001/-	Width of Approach Road: 10 Ft.,
L5	RS-1194	RS-411	Bastu	Bastu	3 Katha		36,45,001/-	Width of Approach Road: 10 Ft.,
		TOTAL :			**19.8Dec**	**0 /-**	**145,80,005 /-**	
	Grand Total :				**19.8Dec**	**0 /-**	**145,80,005 /-**	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	150 Sq Ft.	1/-	39,487/-	Structure Type: Structure
	Gr. Floor, Area of floor : 150 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	**150 sq ft**	**1 /-**	**39,487 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr MANIK LAL NASKAR** Son of Late Narendra Nath Naskar Mahamayapur, Ganguly Para, City:- Not Specified, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ASxxxxxx4A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/10/2021 , Admitted by: Self, Date of Admission: 08/10/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/10/2021 , Admitted by: Self, Date of Admission: 08/10/2021 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**PUJA BUILDERS** Kamduni More, Khariberai,, City:- Not Specified, P.O:- Kamdenu, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 , PAN No.:: AIxxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr SONU ROHRA (Presentant)** Son of Mr Harish Kumar Rohra 73, Bangur Avenue, Block - C, City:- Not Specified, P.O:- Bangur, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIxxxxxx4C, Aadhaar No: 70xxxxxxxx0159 Status : Representative, Representative of : PUJA BUILDERS (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sourav Chakraborty Son of Mr Suvasis Chakraborty 54/10, Lotus Park, City:- Not Specified, P.O:- Naktala, P.S:-Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700047			
Identifier Of Mr MANIK LAL NASKAR, Mr SONU ROHRA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr MANIK LAL NASKAR	PUJA BUILDERS-3.3 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr MANIK LAL NASKAR	PUJA BUILDERS-3.3 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr MANIK LAL NASKAR	PUJA BUILDERS-3.3 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr MANIK LAL NASKAR	PUJA BUILDERS-4.95 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr MANIK LAL NASKAR	PUJA BUILDERS-4.95 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr MANIK LAL NASKAR	PUJA BUILDERS-150.00000000 Sq Ft

On 05-10-2021

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 1,46,19,492/-

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 08-10-2021

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

Presented for registration at 01:05 hrs on 08-10-2021, at the Private residence by Mr SONU ROHRA ,.

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

Execution is admitted on 08/10/2021 by Mr MANIK LAL NASKAR, Son of Late Narendra Nath Naskar, Mahamayapur, Ganguly Para, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others

Indetified by Mr Sourav Chakraborty, , , Son of Mr Suvasis Chakraborty, 54/10, Lotus Park, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 08-10-2021 by Mr SONU ROHRA, Proprietor, PUJA BUILDERS (Sole Proprietoship), Kamduni More, Khariberai,, City:- Not Specified, P.O:- Kamdenu, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr Sourav Chakraborty, , , Son of Mr Suvasis Chakraborty, 54/10, Lotus Park, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Law Clerk

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 11-10-2021

Payment of Fees

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 by online = Rs 10,053/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/10/2021 11:28AM with Govt. Ref. No: 192021220094423041 on 07-10-2021, Amount Rs: 10,053/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1584116959 on 07-10-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/10/2021 11:28AM with Govt. Ref. No: 192021220094423041 on 07-10-2021, Amount Rs: 20,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1584116959 on 07-10-2021, Head of Account 0030-02-103-003-02

Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 02-11-2021

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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AE7594, Amount: Rs.100/-, Date of Purchase: 26/06/2021, Vendor name: I Chakraborty

Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 364317 to 364356

being No 160311016 for the year 2021.

Seal of the District Sub-Registrar III, South 24 Parganas, South 24 Parganas

Digitally signed by DEBASISH DHAR
Date: 2021.12.06 16:58:10 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/12/06 04:58:10 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)