

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 13th Day of March, 2025

Between

MR. RAHAMAT ALI MONDAL, (PAN no. ACLPA6933F) S/o-Saukat Ali Mondal, by faith Islam, by Occupation: Business, Nationality- Indian, residing at Goda North, P.O. Rajbati, P.S. Barddhaman, Dist. Purba Bardhaman, Pin-713102

Hereinafter referred and called the OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include his successors and heirs and assigns) of the

MULTIPOR - NET INVISION TO BETTER

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party of the FIRST PART.

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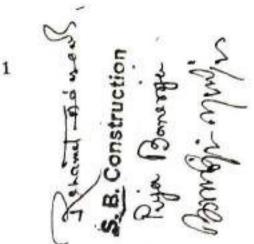
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Additional District Sale-Registres

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S B CONSTRUCTION (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin-713104, represented through its Managing Partners namely--

(1) SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District - Purba Burdwan, Pin -713302, W.B.,

(2) PUJA BANERJEE W/o- Sri Satak Banerjee (PAN: BHDPB4915N) by faith Hindu, by Occupation - Business, resident of Mahatab Road, Kabindra Bhaban P.O.-Rajbati, P.S. - Burdwan District - Purba Burdwan, Pin -713304, W.B.,

hereinafter called the DEVELOPER/ CONTRACTOR (which expression shall unless excluded by or repugnant to the context shall deemed to mean & include its successors in office, executors, administrators, legal representatives and assigns) of the OTHER PART

WHEREAS the party of the FIRST PART herein is the absolute owner and possessor of ALL THAT piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu measuring a total defined & demarcated area of 3276.94 Sq. Ft within Mouza - Goda, J.L. No. 26, which comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla -Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman, which is more fully described in the schedule.

AND WHEREAS the schedule mentioned property of Mouza Goda, J.L. NO. 35, total measuring an area more or less 3276.94 Sq. Ft, was originally belonged to One Nur Nehar Bibi AND WHEREAS said Nur Nehar Bibi having acquired the absolute right, title, interest and possession over the above-mentioned property while owning and possessing the same by recording her name in the R.S.R.O.R vide a strength a Mohamadan Hiba had transferred the aforesaid property to her sons namely Manowar Ali and Anowar Ali on 22nd Magh 1364 B.S according to the Bengali Calendar. WHEREAS

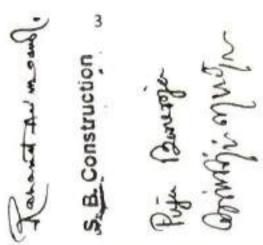
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subsequently said Manowar Ali and Anowar Ali having acquired the right, title, interest & possession over the aforesaid property together with some other properties had jointly filed a Title Suit bearing no. 185 of 1971 before the Ld. Civil Judge (Jr. Divn.) 2nd Court at Burdwan as against Sk. Mohammad Khoda Newaj & Nur Nehar Bibi AND WHEREAS accordingly the Ld. Civil Judge (Jr. Divn.) 2nd Court at Burdwan having considered the evidences had been pleased to pass a decree in favour of said Manowar Ali and Anowar Ali declaring the absolute right, title & interest of the aforesaid property together with the other property in favour of said Manowar Ali and Anowar Ali. AND WHEREAS subsequently having acquired the absolute the right title & interest in respect of the aforesaid property whose description has been elaborately given in the schedule below started same for more than several decades without any hindrance of others by owning and possessing the same by mutating their names under L.R Khatian nos. 1552 & 175 being finally framed & published under the provision of W.B.L.R Act, 1955 AND WHEREAS while said Manowar Ali and Anowar Ali was owning and possessing the same out of their scarcity of funds, they gave proclamation of Sale the aforesaid property and accordingly having paid the adequate consideration to said Manowar Ali and Anowar Ali the present OWNER together with his beloved friend/known fellow namely Abdul Hasem joint got the aforesaid defined demarcated 3276.93 sq. ft. of land purchased from them vide the dint of a registered deed of Sale bearing no. 9180 for the year 2009 being registered before the Additional District Sub- Registrar at Burdwan

AND WHEREAS having purchased the same the OWNER together with his friend namely aforesaid Abdul Hasem started owning and possessing the same by acquiring the absolute right title & interest over the aforesaid property without the hindrance of others. AND WHEREAS subsequently said Abdul Hasem while owning and possessing the same in the year 2012 vide the strength of a Sale deed bearing no. 3896 being registered before the office at Additional District Sub-Registrar at Burdwan in lieu of consideration has transferred his half share which is comprising of 1638.89 Sq. ft. to the present OWNER and accordingly the present OWNER by the strength of the aforesaid registered deed of Sale has become the sole and exclusive owner and possessor in respect of the above mentioned property and WHEREAS accordingly by acquiring an absolute & indefeasible right title & interest over the same had/has been owning





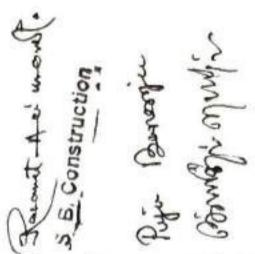
and possessing the same for more than twelve years adversely without any hindrance of others by mutating his name in the L.R.R.O.R under L.R Khatian no. 8041 being finally framed and published as per the provision of West Bengal Land Reforms Act, 1955 and even had/has been paying the taxes to the Government as well as to the local Municipal Authority and even he had/has exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim

question or demand being raised by anybody in this behalf.

WHEREAS the OWNER is the sole and absolute owner and is absolutely seized and possessed or otherwise well and sufficiently entitled to the Lands, hereditments and premises as stated in the Schedule specifically thereon, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more specifically described in the Schedule hereinafter written in respect of which the aforesaid Owner is the rightful owner and possessor of the Schedule mentioned property without the intervention of any third party. Whereas the OWNER has acquired the property by the virtue of two Deeds of sale bearing deed No.9180 for 2009 and deed no. 3896 for the year 2012 being both registered at A.D.S.R, Burdwan and subsequently got mutated the said property in the L.R. Khatian at B.L.& L.R.O-I- Burdwan and in the Holding of Burdwan Municipality.

AND WHEREAS the OWNER since his acquisition of title in respect of the schedule property have been owning and possessing the same and there is a large portion of land consisting of defined & demarcated 3276.94 Sq. Ft. of Land being the Schedule mentioned property is lying and remained as unmaintained and thereby the OWNER has taken decision to demolish, dismantle, disintegrate and dissolve the existing construction and thereafter to construct multistoried residential building/buildings along with residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces by constructing building/s and to develop the premises which is not being possible to be looked after by the OWNER due to his inexperience in the field of maintenance of property and also occupational dilemma as well as ill health and habitation uncertainty in the City of Burdwan and thereby the OWNER has voluntarily taken decision to demolish the present old construction and to construct of Residential building/ buildings along with residential building cum housing complex comprised of Multiple





Flats/Residential Units/Car Parking Spaces and to develop the

premises.

AND WHEREAS the OWNER neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Residential building cum housing complex by erecting multistoried Residential building/buildings along with Residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces over the aforesaid property which stands free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property, and said above mention land OWNER herein who is agreed to develop his property with the developer herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer.

and whereas the party to the FIRST PART as the owner is now in absolute Khas possession of the land in the schedule mentioned hereunder by exercising his right, title by paying land Revenue to the State of West Bengal and mutated his name in the present L.R. Record of rights before the Ld. B.L & L.R.O., Burdwan-l at Purba Bardhaman and also in the assessment records as of Burdwan

Municipality.

AND WHEREAS the OWNER is in need of a firm/person who would take up the project and start and compete the building by taking all sorts of steps for developing the said property and start and completing the proposed building by providing fund from his own source.

and whereas the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNER has approached the DEVELOPER to take up the project and complete the same by providing fund from his own source. AND WHEREAS the DEVELOPER FIRM represented by its proprietor, has agreed to take up the project for development of the said property and to provide funds for the said project thereupon and to start and complete the same.

AND WHEREAS the OWNER and DEVELOPER after due discussion over the modus operandi and terms & conditions of

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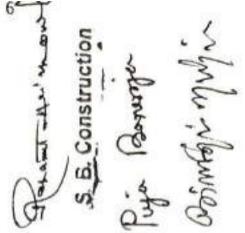


development, they have mutually agreed to the terms and conditions of the development. AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have agreed to enter this agreement on the representation of the OWNER that he is the absolute owner and in possession of the said property and is entitled to enter into this agreement.

AND WHEREAS for the construction of the Multi-Storied Residential Building containing several self-contained flats /unit/car parking spaces Ownership Building upon the same land (more fully and particularly described in the First schedule here under written), the developer approved Building plan to the Burdwan Municipality with the consent of land owner, in accordance with the building plan sanctioned by the Burdwan Municipality of Purba Bardhaman, on terms that the developer would make construction of the proposed building and with the authority authority and power to procure the cost of construction from intending purchasers of Flats/Units/Car parking spaces of the proposed building on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the developer. But necessary lack of experience and inadequate funds, the Owner is unable to proceed with such a huge project.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, has submitted a scheme for construction of multi-storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan, sanctioned by Burdwan Municipality on terms that the DEVELOPER would make development the First Schedule property and to construct the proposed multi-storied building and with the authority and power to procure intending purchasers of flats/ units/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the DEVELOPER and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and the cost of the proportionate share of interest in the land described in the "First schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking spaces and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be





proportionate to each such flat/unit/ parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNER who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces

AND WHEREAS the aforesaid OWNER has accepted the said proposal of the DEVELOPER and hereby agree to appoint the DEVELOPER for developing the property more fully described in the "First" schedule here under written by making construction of the proposed multi-storied building comprising several flats/units/car parking spaces whom the DEVELOPER would procure on his/its own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER for the Flats/car Parking Spaces, as well as undivided proportionate and impartibly share of the land out of the land described in the schedule hereunder written, the party of the FIRST PART herein is the absolute owner and possessor of ALL THAT piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft with Structure thereon within Mouza - Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla -Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman, which is more fully described in the schedule, along with easement rights upon all common passages which is more fully and particularly described in "First" Schedule hereunder written hereinafter called and referred to as the said schedule property within in the jurisdiction at the office of the Additional District Sub-Registrar, Burdwan which is more fully written and hereinafter referred to as "said property".

AND WHEREAS the owner being desirous of developing the said properties into a multi storied residential building over the land with structure were in a look out to appoint a real estate developer for the same and approached the Developer and represented to the Developer as follows: -

a) The owner has the full absolute ownership right of the "First" schedule property and in their peaceful old residential structure measuring about 3276.94 Sq. Ft. (more or less) over there possession thereof.

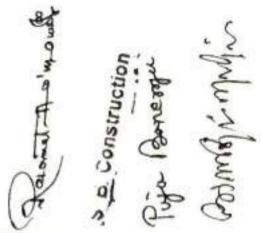


proportionate to each such flat/unit/car parking spaces and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/ parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNER who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

AND WHEREAS the aforesaid OWNER has accepted the said proposal of the DEVELOPER and hereby agree to appoint the DEVELOPER for developing the property more fully described in the "First" schedule here under written by making construction of the proposed multi-storied building comprising several flats/units/car parking spaces whom the DEVELOPER would procure on his/its own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER for the Flats/car Parking Spaces, as well as undivided proportionate and impartibly share of the land out of the land described in the schedule hereunder written, the party of the FIRST PART herein is the absolute owner and possessor of ALL THAT piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S. Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class -Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft within Mouza - Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla -Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman, which is more fully described in the schedule, along with easement rights upon all common passages which is more fully and particularly described in "First" Schedule hereunder written hereinafter called and referred to as the said schedule property within in the jurisdiction at the office of the Additional District Sub-Registrar, Burdwan which is more fully written and hereinafter referred to as "said property".

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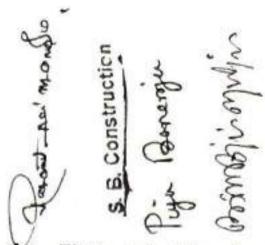
of the said property has accepted the proposal of the Developer subject to the terms and conditions herein after explicitly described.

AND WHEREAS the Land owner and the Developer after details discussion over modus-operandi over all the terms and conditions in regard to construction of a multi-storied residential building on the said property and option property to the Developer Firm for development of the property under the terms and condition.

AND WHEREAS the Developer has submitted a scheme for construction of multi storied building consisting of several flats / units / parking spaces on the basis of sanctioned building plan. Sanctioned by Municipality on the terms that the Developer would make development the First schedule property and to construct the proposed multi-storied building and with the authority and power to procure intending purchasers of Flats / Units / car Parking Spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the Developer and would also realize the cost of construction of the Flats/Units/Parking Spaces and common parts from the intending purchaser/purchasers directly for self and the cost of the proportionate share of interest in the land described in the First schedule mentioned herein under and as would be proportionate to each such flats / unit / car parking spaces and common parts for and on behalf of the Land Owner and upon receipt of such payment from the intending purchasers the Developer shall nominate the intending purchasers for purchase of the undivided proportionate impartiable and indivisible share or interest in the said land as would be proportionate to each such flat /unit / parking spaces agreed to be acquired by the intending purchaser/purchasers to the said owners who would execute proper sale deed/conveyance deed in respect of the said undivided impartiable and indivisible interest in the land together with flat/unit/car parking spaces.

AND WHEREAS the aforesaid owner has accepted the said proposal of the developer and hereby agreed to appoint the Developer for developing the property described in the First schedule hereunder written by making construction of the proposed multi-storied residential building comprising several flats/unit/car parking spaces whom the Developer would procure on his/its own and such intending Purchaser/Purchasers shall pay consideration money to the Developer for the flats/units/car parking spaces as well as undivided proportionate and importable share of the land out of the land described in the schedule hereunder written.

AND WHEREAS thus the said owner and the Developer entered into this agreement in order to develop the property more fully and particularly



mentioned and described in First schedule hereunder written and hereinafter referred to.

AND WHEREAS newly construction of flat/unit/parking space shall be made over the First Schedule property upon demolishing the existing old residential building / structure measuring an area about more or less 3276.94 Sq. Ft. after getting approval of demolition of said existing residential property by the developer from the authority concern and consent to that effect shall be given/accorded by the owner whenever required and owner shall bound to vacate the possession of the said residential building for successful implementation of newly residential flat upon getting sanctioned and approved multistoried residential building / flats. Project category multistoried residential Flats/Units/Car parking spaces and the said project shall be known as "GALAXY APARTMENT" on terms that the developer would make construction of the proposed building and with the authority and power to cost of construction from intending purchasers Flats/Units/Car parking spaces of the proposed building on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the developer. But necessary lack of experience and inadequate funds, the Owner are unable to proceed with such a huge project.

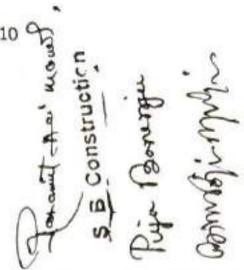
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY BETWEEN THE PARTIES HERETO AS BY AND AGREED FOLLOWS:

OWNER:

Shall mean MR. RAHAMAT ALI MONDAL, (PAN no. ACLPA6933F) S/o Saukat Ali Mondal, by faith Islam, by Occupation: Business, an Indian National and residing at Goda North, P.O. Rajbati, P.S. Barddhaman, Dist. Purba Bardhaman, Pin-713102.

DEVELOPER:

S B CONSTRUCTION (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin-713104, represented through its Managing Partners namely--(1) SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation - Business, resident of



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(2) PUJA BANERJEE W/o- Sri Satak Banerjee (PAN: BHDPB4915N) by faith Hindu, by Occupation - Business, resident of Mahatab Road, Kabindra Bhaban P.O.-Rajbati, P.S. - Burdwan District - Purba Burdwan, Pin -713304, W.B

THE PROPERTY:

ALL THAT piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft with Structure thereon within Mouza - Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla - Goda (North), Ward No. 26, within limit of Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman

BUILDING:

Shall mean and include the multi-storied residential building to be constructed at the premises mentioned in earlier paragraph.

BUILDING PLAN:

Shall mean such plan prepared by the Architect for the construction of the new multi-storied building to be constructed on the said land sanctioned by the Burdwan Municipality which include drawings, design, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any.

ARCHITECT:

Shall mean such person or persons with requisite qualification and enlisted his firm who will be appointed by the Developer for designing and planning at the new multi-storied building.

COMMON FACILITIES & AMENITIES:

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shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces and lift facilities what so ever required for the establishment, location, common use for enjoyment, provision, management and / or maintenance of the building as shall be determined by the SE Construction
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Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Management Committee is formed and take charges of the said building and the purchasers of the flat proposed multi-storied building shall have the right enjoy the roof of the proposed building for all ceremonial occasion for maintaining TV Antenna and water reservoir.

NEW BUILDING:

The new building shall mean the newly constructed multi storied residential building to be constructed on the aforesaid premises by the Developer.

CONSTRUCTED SPACE:

Shall mean the space in the building available for the independent use and the Occupation including the space demarcated for common facilities.

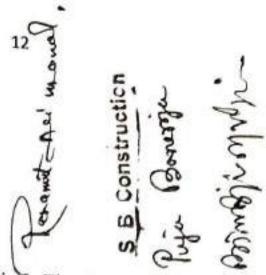
OWNERS ALLOCATION:

shall mean and include undivided 40% of the F.A.R. area at the total constructed portion of the proposed multi-storied building as per sanctioned building plan approved/sanctioned by the competent authority and the undivided 40% Car Parking area on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in the land under-neath' and the common portions of the proposed multi-storied building and shall include proportionate percentage of undivided share and also common parts and facilities of each such flat / unit/ parking space as of owners allotted portion of construction with sufficient modern fittings & fixtures. The flat and car parking spaces will be specifically demarcated mutually after getting sanctioned plan and by executing separate supplementary agreement for the purpose of specific demarcation of Owner's & Developer's Allocation.

DEVELOPERS ALLOCATION:

shall mean the remaining portion i.e. 60% out of the total F.A.R. area in the proposed multi-storied building to be constructed over the First schedule property including the common facilities absolutely belonged to the Developer after providing for the Owners allocation as aforesaid and TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. together with right over the roof for its maintenance and fixing up overhead tank with water distribution

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line and other necessity of the building. The flats & car parking space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement for the purpose of specific demarcation of Owner & Developer's Allocation.

Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNERS and DEVELOPER jointly, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNER shall financially contribute in respect of 40% of the total expenses for such plan and only if they contribute and aid financially then they have their allocation of 40% inclusive all right, title and interest in respect of such construction which means that the OWNERS will get and obtain 40% allocation and the DEVELOPER also get and obtain 60% allocation from that particular floor or/and new construction portion. This agreement and which will be treated as a part and parcel of this agreement.

SALEABLE SPACE:

Shall mean in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof.

COVERED AREA:

covered area shall mean and include the entire covered area as may be sanction by Burdwan Municipality and shall include the plinth area of flat / unit/parking spaces including of the bathroom, balconies & terrace apartment thereto and also the thickness of external and internal walls and pillars and the area at the common portions. Provided that, if any will be common between two units / flats / parking spaces then 1/2 (half) portion of the said wall shall be included in such unit / flat.

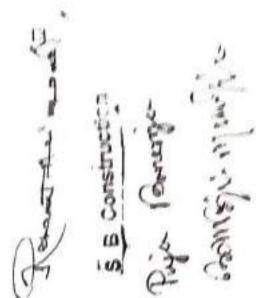
UNDIVIDED SHARE:

Shall mean the undivided proportionate share in the land attributable to the each flat / unit / parking spaces comprised in the said land and the common portions held by and / or herein agreed to be sold to the respective purchaser and also wherever the context permits.



TRANSFER:

with its grammatical variations shall include transfer by possession by any other mean adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof.



TRANSFEREE:

Shall mean the firm, limited company, association or person to whom any may space in the building has been transferred or is proposed to be transfer.

WORDS:

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

TIME:

shall mean the construction shall be completed positively within 36 months from the date of sanction plan sanctioned by the competent authority of the proposed building and due to any natural calamity or for any act of God and any health issues occurs in the interim period be extended not more than two years.

CO-OWNER:

The unit / flat owners mean and include any person who acquires, holds and/ or owns any unit / flat / car parking in the building and that shall include the Developer for the unit / flat / car parking held by them from time to time.

FLATS / UNITS:

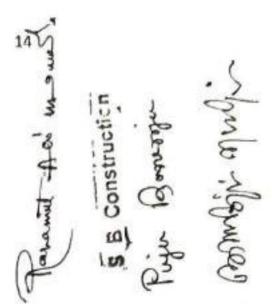
The flat / unit shall mean the flats or residential area, covered area, other space / spaces in the building, which is capable of being exclusively owned used and / or enjoyed by any flat / unit owners and which is not the common portion.

COMMON EXPENSES:

Common expenses shall mean and include all the expenses to be incurred by the flats / units owners for the management and maintenance / upkeep at the said building and the said premises for common purposes.

COMMON PORTIONS:

Common portions shall mean all the common areas and installations to compromise in the said building and the premises, after the development including stair cases, lobbies, passage, pathways, boundary walls, entrance & exit gate service areas etc.



PROJECT:

the project shall mean the work of development work under taken to be done by the developer in pursuance of this agreement till the development to the First schedule property and the possession of the completed unit / flats is taken over by the unit/ flat owners, the project namely "GALAXY APARTMENT"

PROPORTIONATE SHARE:

With all its cognate variations shall mean such ratio, in which the covered area of any units/flats is in relation to the covered area of all the units / flats in the said building shall be distributed amongst the units / flats owners.

SUPER BUILDING AREA:

Shall mean in context to a unit / flat as the area of the unit / flat computed by adding an agreed fixed percentage of 25% to be built-up and / or the covered area of the unit / flat.

COMMON PURPOSES:

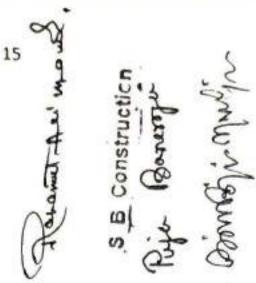
shall mean the purpose of managing and maintaining the building of the said holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co-owners relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

POWER OF ATTORNEY:

with the execution of this agreement the owner shall if required or may cause to execute a "Developer Power of Attorney" in favour of the Developer herein of the Developer in accordance with Law, so that the Developer can proceed smoothly in pursuance with this agreement and to sell of his Developer's Allocation share as well as Owner's Allocation share to the intending purchaser/s and the owner shall also grant to the developer and/or its nominees a Power of Attorney for constructions of the new residential building and booking and to sell of the newly constructed residential building to the intending purchasers.

ADVOCATE:

shall mean the Advocate, who have prepared these presents and who shall prepare all legal documents regarding the development, construction, building promotion and erection and sale, transfer, grant, conveyance.



demised, devise and provide of the premise in its parts and parcels and the building and the unit / flat therein, including the Deed of Conveyance/s thereof.

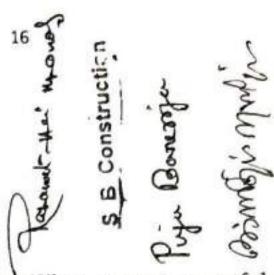
COMMENCEMENT:

This agreement shall be deemed to have commenced with effect from the date of execution at this agreement.

The Owner has represented to the Developer as follows:

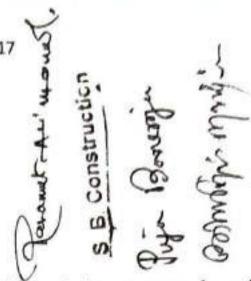
- 1. The owner is the sole & absolute owner of the said property at piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft with Structure thereon within Mouza Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla Goda (North), Ward No. 26, within limit of Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman more fully and particularly mentioned and described in the "First Schedule" hereunder written and herein after referred to.
 - That there is no arrear of taxes and/or other levies at impositions of the said property due and payable to any statutory authority.
 - The Owner shall supply all original documentary evidences in respect of the property to the Developer.
 - 4. The owner shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi-storied buildings and pay all arrears of taxes and / or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
 - 5. The Owner shall vacate the said property/premises after getting sanctioned plan from the competent authority and hand over the entire property to the Developer.
 - 6. The Owner shall answer and comply with all requisition that may be made by the developer or by his Advocate for establishing the title at the owner in respect of the premises.

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- 7. The Owner has handed over Khas, vacant, peaceful and physical possession entirely of the said property to the developer for the purpose of the execution of the said project.
- 8. There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.
- No person other than the owner has any right, title or any interest of any nature whatsoever, in the aforesaid premises or any part thereof.
 - 10. The right, title and interest of the owner of the above-mentioned premises is free from all encumbrances whatsoever and the Owner has a good and marketable title thereto.
 - There are no Thika Tenants on the premises and the owners have no received any notice regarding any such claim or proceeding.
 - 12. No part of the premises has been or is liable to be acquired under the Urban Land Ceiling and Regulation Act. 1976 and/or under any other law for the time being in force and no proceedings have been initiated or are pending in respect thereof. The owners shall not have any difficulty in obtaining all requisite clearances and permissions from the Land Ceiling Authorities for the development of the Premises in the manner envisaged hereunder.
 - 13. The Owner shall take all necessary steps to co-operate with the developer so that the developer can get the delivery of the vacant and peaceful possession of all parts and portions of the First Schedule property.
 - 14. The premises or any part thereof is at present not affected by any acquisition or requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the Owner.
 - 15. Neither the premises nor any part thereof have been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Water Tax, Revenue or any other Public Demand Recovery Act.
 - 16. The owner has not in any way, dealt with the premises whereby the right, title and interest of the owners as to the ownership, use,

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development and enjoyment thereof, is or may be affected in any manner whatsoever.

- 17. There are no Debottor or Pirottor Property Wakf, Tombs, Mosques, Burial Ground or vested to the state of West Bengal or encumbrances relating to or on the premises or any part thereof.
- 18. The owner shall have no difficulty in obtaining Income Tax Clearance Certificate and/or any premises for the completion of the transfer of the Developer's Area to the developer and/or his nominee and/or otherwise in fulfilling their other obligations hereunder.
 - 19. The owner shall not include in any activities which may be detrimental to the development of the said property and / or which may affect the mutual interest at the party. The owners shall provide all co-operations that may be necessary for successful completion of the project.
 - 20. The owner fully and sufficiently entitled into this agreement. The representations of the Owner mentioned hereinabove is hereafter called the "SAID REPRESENTATION" and the Owner confirmed that the Said Representation is true and correct after satisfying and Relying on the Said Representation and/or the title of the owner the developer has agreed to develop the premises, and to complete the project, and do the works as and on the terms mention hereunder.
 - 21. Both the parties herein shall have right in respect of ultimate top roof of the building being constructed herein as more fully mentioned in the schedule and also together with right over the roof.

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS: -

- The Developer has vast experience sufficient infrastructure and sufficient money and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 2) The Developer on good faith is satisfied with regard to the owner's title of the premises according to the oral assurance and representations made by the owner.
- 3) In case there is any damage to the building or unforeseen situation happens to any workman, laborers in course of construction, the

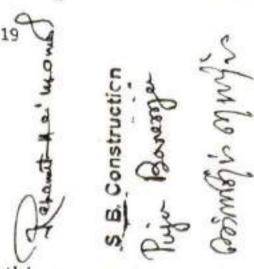
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Developer will personally liable for the same and shall indemnify the owners from all casts consequences and damage arising thereof.

- 4) The land owner shall not be liable for any act deeds and things on the part of the Developer regarding construction & development of the property.
- 5) All costs, charges and expenses for preparation of the Map or Plan to be sanctioned by the competent authority in the name of owners and construction of the multi-storied building and/or development of the premises, save as otherwise mentioned herein, shall be borne and paid by the developer, exclusively.
- 6) The developer shall be at liberty to do all works as be required for the project and to utilize the existing water and electricity connections in the premises at their own costs and expenses. The Developer shall have the right obtain temporary connection of utilities for the project and the owner shall sign and execute all papers and documents thereafter.
- 7) That the plans of the said building which includes the drawings, designs, elevations and specifications as are prepared by the Architects, including variations/modifications there in and duly sanctioned by the Burdwan Municipality.
- 8) The owners shall be entitled to periodically supervise the progress of construction of the said Multi-Storied Building over the property.
- 9) All applications, necessary permission certificate from all appropriate authority, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of owners of the developer's costs and expenses and the Developer shall pay charges and bear all fees including Architects fees (Soil testing), plan sanction fee charge, etc. required to be paid or deposited for exploitation of the said property provided however that the Developer shall be exclusively entitled only to refunds or any of all payments and/or deposit made by the Developer.
 - 10) The Developer acting on behalf of the owner's Attorney and shall from time to time submit all further plans and/or application and other documents and papers with the consent of the Architect and do

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all further acts. Deeds and things may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanction, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.

11) That the Developer has every right to modify or alter the building plan and also have right to submit Supplementary Building Plan for the purpose of completion of construction of the Multi - Storied Building over the schedule property mentioned hereunder and if in any case any consent in writing or signature of the owners is required for the said purpose the owners shall sign the same and also shall cooperate in all matters in respect of getting supplementary sanction of Building Plan.

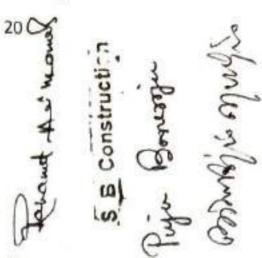
CONSIDERATION / COMPLETION

In consideration of the owner having agreed to permit the Developer to exploit the said property for multi-storied residential purposes and to construct, erect and build a new building in accordance with the plan to be sanctioned by the Burdwan Municipality in the name of the owner and in accordance with the specification and materials description of which are stated in details in "Third" schedule below. The materials to be used standard materials for all the construction.

The entire cost of construction of the building or whatsoever nature shall be borne by the Developer such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining other permissions and approvals. The owners shall not be required to contribute any amount in that regard.

The Developer shall obtain plan for sanction to the Burdwan Municipality and shall commence construction authority concerned. Except un avoiding circumstances the Developer shall after obtaining sanction from the complete the construction within 36 months from the date of sanction plan sanctioned by the competent authority and after completion of the building the Developer at the first instance shall hand over the Owner's 37% allocation in the proposed multi-storied building.

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All the areas are to be vacated by the owner in all respect and cost and expenses for vacating the premises at first schedule property shall be borne by the developer himself and give permission to the Developer for the purpose of construction after getting sanction plan from the competent authority.

POSSESSION

1) The owner shall give free peaceful unencumbered possession of the aforesaid premises to the Developer after getting sanctioned building plan from the competent authority enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed building plan and for constructing proposed Multi - Storied Building on the said plot of land.

 After getting / obtaining valid sectioned building plan from the competent authority, the owners shall put the Developer in the exclusive possession to

the said property as agreed upon.

3) That the Developer shall be entitled to collect and realize consideration money for and on behalf of the owner from the intending purchasers for flats/units/car parking spaces, price of the undivided proportionate and importable share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common area.

4) That the Developer shall be entitled to collect the price of the undivided proportionate and importable share or interest in the said land and cost of

construction so far it relates to his/their allocation.

5) The flat will not be considered as complete unless the Developer has given notice to this effect to the flat owners and said building shall be deemed to be completed in all regards on receipt of possession by each owner of the flats/units/car parking spaces.

6) That the said proposed Multi-Storied Building shall be used for residential

purposes as be decided by the owner and the Developer.

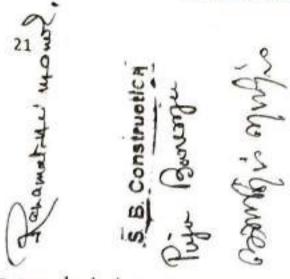
DEVELOPER'S OBLIGATION

The Developer here by agrees and covenant with the Owner:

 The Developer shall complete the construction of the proposed building maintaining current amended by the competent authority.

The Developer does not violate and / or contravene any at the provisions of current amended building rules during construction of the building.





 The Developer shall not make any deviation of sanctioned plan of the construction of the said building on the said holding over the First schedule property without consent of the Owner.

4. The Developer shall pay and bear all rates and taxes, electric charges for the property from the date of taking handover possession thereof for commencement of the project works till the date of final allocation to the respective flat owners.

The Developer shall not be entitled to transfer alienate or assign this agreement to any other person or persons for completion of constructions of this agreement and without any consent of the Owner.

6. That before execution of the sale deed/s, the draft of the same should be approved by the Owner and the Owner should be make party to convey the proportionate land of the respective flats of the Developer's Allocation.

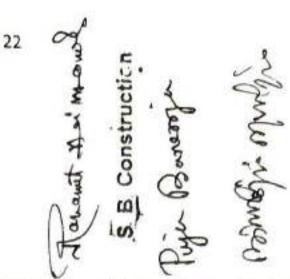
The Developer shall complete the building within 36 months from the date of sanction plan sanctioned by the competent authority.

8. The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construct of the Project. The Owner under takes to act in good faith towards the Developer (and any appointed and/or designated representative) so that the project can be successfully completed.

OWNER'S OBLIGATION

- The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance during the construction of the building of the said property by the Developer.
- 2. The Owner hereby agrees and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and / or disposing of any portion or portions of the Developer allocation portion in the building of the said property same and except the right of land.
- 3. The Owner hereby agrees and covenant with the Developer not to let out grant, lease, mortgage and / or charges the allocation portion of the Developer in super built up construction but shall have all right to let out grant lease, mortgage and / or charges each allocated portion to any person / persons, company / companies save and except the Owner's allocation.
- 4. The Owner shall sign and execute necessary application paper, documents and do all acts, deeds and things as may be required in order to

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legally and effectively vest on the Developer or its nominees in the said land for the purpose of constructing the project.

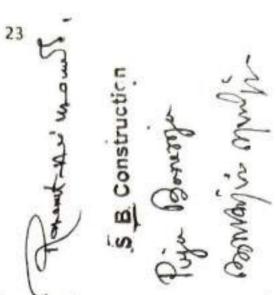
- 5. The Owner hereby further agrees and undertake not to do any act deed or things whereby the Developer may be prevented from construction the proposed building and completing the same subject to the provision of clauses mentioned therein.
- 6. That during continuance of this agreement the Owner undertakes to provide all sorts of help and need in favour of the Developer in smooth construction of flats and Owner under the obligations shall sign on the requisite papers and / or document according to the Developer requirement.
 - 7. The Owner shall execute supplementary agreement with the Developer for any further amendment, alterations or modifications, which are not possible to be stated at present.
 - 8. The Owner shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats / units / car parking and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed from and to execute the Sale Deed except the Owner's Allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner and to do all things, act deeds necessary to complete the registration of such documents before registering authority.
 - 9. The Owner shall also execute Power of Attorney to empower the Developer to get an association of the flat purchasers in the said new building registered under the Societies Registration Act. or any other acts and for that purpose to get necessary forms applications signed by all the purchasers of flats and other premises and to file the same with the registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any Advocate or Solicitor for the purpose of taking advice and for preparation and execution of documents required to be execute and to pay their fees.
 - 10. No obstruction in dealing with Developer's Function:

The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its function under this agreement.

11. No obstruction in construction:

The owner covenant not to cause any interference or hindrance in the construction of the new building.

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12. No dealing with said property:

The Owner covenants not to let out grant lease, mortgage and / or change the said property or any portion thereof same in the manner envisaged by

this agreement.

13. That if and when the competent authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation the Owners and the developer will be same as on this day and the Owner will only be entitled to get their share either by flat area of the extended portion over the existing building or by the then market value for their allocation by executing a separate supplementary agreement.

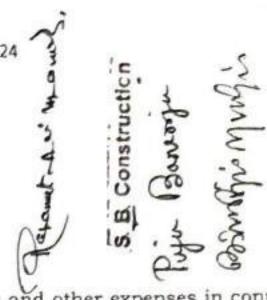
14. The Owners will personally bear all costs relating to the ownership of their property and if any dispute arises regarding their ownership of the

property at that time the Owner will bear all costs of the suit / case.

INDEMNITY

- 1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocated portion without any interference, hindrance and / or disturbance provided the Developer job performance and fulfill and all singular the term and condition herein contained and / or its part to be observed and performed.
- 2. The Owner will get undivided 40% of the F.A.R. area of the total constructed portion of the proposed multi-storied residential building plan issued by competent authority and the undivided 40% car parking spaces on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts and facilities with sufficient modern fittings & fixtures and the Developer will get undivided 60% of the F.A.R. Area of the total constructed portion of the proposed multi-storied building as per sanctioned building plan issued by competent authority and the undivided 60% car parking spaces on the Ground Floor of the proposed multi-storied building over the schedule mentioned property TOGETHER WITH undivided proportionate share in land and common parts of facilities with sufficient modern fittings & fixtures. The flat & car parking space will be specifically demarcated mutually after getting sanction plan and after executing separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by the then market value for their allocation by execution a separate supplementary agreement.

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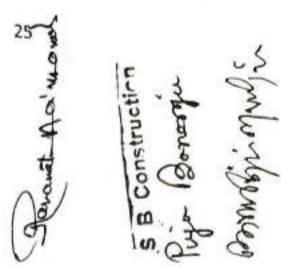


The stamp duty registration charges and other expenses in connection with the preparation and execution of the deeds of conveyance and /or other.

- 3. A documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees likewise the stamp duty registration charges and expenses in connection with the execution of the Deed of Conveyance and other documents relating to Owner's Allocation will be borne by the Owners or their nominee or nominees.
 - 4. The Stamp duty, registration charges and expenses in connection with the preparation and execution of this Deed of Agreement and Power of Attorney shall be entirely borne by the developer or its nominees.
 - 5. The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the project and including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
 - 6. The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

DELIVERY OF POSSESSION

- 1. The Developer here by agrees to deliver possession of the owner's allocation after completing the building in all respect within 36 months from the date of sanction plan sanctioned by the competent authority. The Developer shall not incur any liability for any delay in the delivery at possession by reason of Civil Commotion or for any Act of God / Natural Calamities or pandemic / epidemic / other than any type of health issues occurs in the interim period or due to any injunction of prohibitory of any Court or any matter relating to construction of the building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 18 months from the date of withdrawal of restriction order for delivery of the said owner's allocation or as the case may be.
- 2. That the owner shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as



nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Competent Authority.

TERMINATION OF AGREEMENT

If the title of the said properties found to be defective encumbered, not marketable and bankable resulting in non-execution of the project then in such circumstances the owner shall be liable to refund the adjustable and refundable security deposit along with other incidental expenses related to the said project to the developer, within 90 days from the date of notice of refund along with documentary proof in support of alleged defect and / or alleged encumbered status of the owners title in the said property in case the Developer fails to complete the project due to financial crisis except unavoidable circumstances in that event the amount paid by the other party to be forfeited. If both the parties fail to comply the terms and conditions of this agreement in that event, agreement to be terminated by execution of registered cancellation of Development Agreement.

FORCE MAJEURE

- The parties hereto shall not in consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force Majeure and this contract shall remain suspended during the duration of such Majeure, if any.
- 2) Force Majeure shall mean, floods, earth quake, riot, war, storm, fire, tempest, civil commotion, strikes, lock out and or any other act or commission beyond the control or the parties hereto.

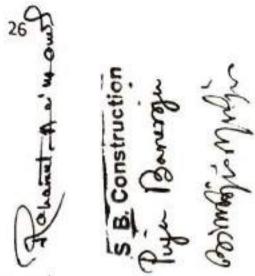
ARCHITECTS

- 1. That for the purpose of the Developer of the said property the Developer shall alone be responsible to appoint Architects for the said building and the certificate given by the Architects regarding the materials to be used of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- The decisions of the Architect regarding the quality of the materials and also specification of the purpose of construction will be final, conclusive and binding on the parties.

MAINTENANCE

1. The Developer Firm S B CONSTRUCTION shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property

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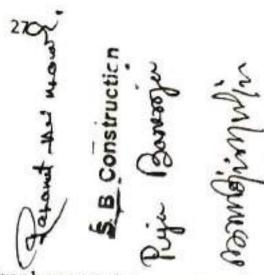
from the date of handing over possession by the Owner till the Owners' Allocation is handed over after completing the building in all respect.

- 2. The Owner and the Developer from the date of delivery of possession of the Owners' Allocation, maintain their portion at their own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
 - 3. That after the said building is completed and the Owner's Allocation is delivered, the Developer Firm will form an Association with the Owner and Occupants of the various flats and form such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the owner shall be liable to make payment proportionate share of the maintenance charges payable in respect thereof.
 - 4. That until such Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the Common Service subject however to the owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.
 - From the date of handing over the possession of the owner's allocation the owners shall pay the Developer the service charges for the common facilities in the said building.

BREACH AND CONSEQUENCE

- 1) In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand, if the Owner fails to remove the encumbrances regarding the schedule property, the Owner will solely be responsible & liable for all financial loss & injury of the Developer.
- 2) In case the Developer fails to deliver possession of the proposed construction within the stipulated period mentioned herein above, then and in such event an extension of a maximum period of 18 months shall be granted to the Developer by owner.
- 3) If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God / Natural Calamities or Pandemic / Epidemic / other than any health issues occurs or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owner shall be entitled to presume that the

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Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the Developer and to engage any other agency for completion of the project. The result to the Owner on account of such abandonment of the project work by the Developer.

4) It is clarified that in case the owner fails to meet any obligation/ responsibility, the developer will have the option to terminate this Agreement and receive simultaneous refund of the sum paid by the developer and all costs incurred hereunder by the developer.

ESSENCE OF CONTRACT:

In addition of time the owner and the Developer expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.

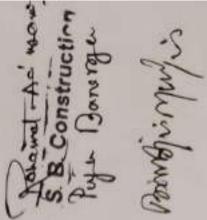
PAPER AND DOCUMENTS

The owner shall hand over the Xerox copy of all the documents, settlement records, chain of title deeds regarding the plot of land, up to date Municipality Tax Receipt, land revenue receipts and other relevant documents as required to the Developer at the time of execution of this Present Agreement, the owner shall hand over the original documents relating of the "First" schedule mentioned plot of land upon obtaining proper receipts.

SPACE ALLOCATION

1) That the Owner will get 40% of the F.A.R. Area of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the 40% Car Parking spaces on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures AND the Developer will get 60% of the F.A.R. 'Area of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the 60% Car Parking Spaces on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. 2) The Owner and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way





dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.

3) That if and when the local authority permits to extend any further floor over the existing Multi-Storied Building, the ratio of the allocation of the owners and the Developer will be same as on this day and the owners will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by them market value for their allocation.

ARBITRATION

In case of any dispute and difference or question arisen between the parties here to with regard to this agreement, the same shall be referred to the Arbitration under the provision of Indian Arbitration and Reconciliation Act and/or any other statutory modification and /or enactment if the disputes are not solved mutually.

JURISDICTION

Appropriate Court at Burdwan, District: Purba Bardhaman shall have the territorial Jurisdiction to try and entertain all disputes and actions, suit and proceedings arising out of this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID LAND)

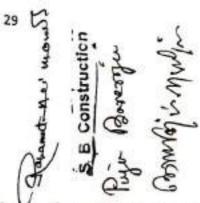
ALL THAT piece and parcel of Bastu Class of land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041 measuring a total defined & demarcated area of 3276.94 Sq. Ft within Mouza - Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla -Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman

On North - 20'-0" Wide Non-metal Road On East - R.S Plot no. 1560 On South - Sub-Plot no. 3 Community Space On West-23'-0" Wide Municipal Road

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SECOND SCHEDULE ABOVE REFERRED TO (Common Areas, Facilities and Amenities)

1) Open path and passages surrounding the building.



- 2) Space for water pump with motor and underground water reservoir and/or overhead tank on the roof.
- 3) Staircase leading from the ground floor to the roof of the building and landings of the staircase.
- 4) Common user of roof.
- 5) Passage for entrance.
- 6) Drains, Sewers and Pipes from the building to the Municipal ducts. Water pump with motor and water distribution pipes.
- Water Pump with motor and water distribution of pipes.
- 8) Electrical wiring, fittings and other accessories for lighting for the staircase and other common area.
- 9) Common electric meter and meter spaces.
- 10) Common user of the main entrance gate of the building.
- 11) Compound walls of the building.
- 12) Septic Tank.
- 13) Lift and Power Back Up.

THIRD SCHEDULE ABOVE REFERRED TO

(Details specification of construction of Flats)

Foundation:- RCC Foundation and framed structures for ground plus all floors with quality materials.

Walls:- All external walls will be of 250 mm and the internal walls will be of 125 mm.

Floors:- All flooring shall be completed with marble.

Skirting: 150 mm skirting

Plaster: Cement plaster to be done by medium coarse sand and for outer wall and inner wall ratio of cement and sand will be of 1:5 and for ceiling plaster will be of 1:4; the outside and inside walls of the entire building will have 20 mm (average) thick plaster and ceiling and other concrete surface will have 15 mm (average) thick plaster.

Frames :- All the frames will be of Shal Wood except toilet block / bathroom.

Door: All doors are provided by good quality commercial flash door and toilet block / bathrooms door will be provided by PVC door including PVC Frames and all doors will be provided with locking arrangement.





Windows : All windows are three ways /two-way Aluminum channel with G-

Painting: All the internal wall surfaces and the ceiling will be finished with putty. The external wall surfaces will be finished with Wheatear Coat or surfaces will be finished with priming coat.

Kitchen: Granite finished cooking platform and steel sink along with glazed tiles up to 900 mm height above the kitchen platform and marble flooring and also one point Bib Cock will be provided in the kitchen.

Toilet: Each toilet will be provided white porcelain Wester Commode with cistern along with two water tap, one showe and tiles fittings in the wall and marble flooring at the bathroom.

Sanitary Plumbing: Standard sanitary fittings and fixture including PVC Pipes will be provided.

Water supply:- Water will be provided in each floor of the said building through supply line from overhead / underground tank / reservoir.

Hardware fitting & fixtures: All the hardware fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like hatch bolts, rings etc. complete. Door buffers will be fixed in every door.

Electrification:- All the internal and outside main line wiring shall be concealed and shall be of good quality copper wires with PVC concealed and all the switches will be of good quality.

Each Flat will have the following Electrical Point:

Each Bed Room: Three light points, one plug point, one Fan point and one Bed - Switch point

Living-Cum-Dining Room: Three light points, one Dining space Fan point, one plug point, one TV point.

Kitchen: One light point, one Power point, one Exhaust Fan point.

Toilet 1 :- One light point, one Exhaust Fan point

Toilet 2 :- One light point, one Exhaust Fan point

Balcony : One light point

Dining: One Basin

Balcony: Balcony will be finished as 800 mm Brick work at outside and other then the Steel or Grill work will be done.



Extra Work: Any Extra work other than our standard schedule shall be charged extra.

IN WITNESS WHERE OF the parties hereunto have set an subscribed their respective photo and puts their respective ten fingers prints and signature in the separate demi paper on the day, month and year First above written in full possession of their sense and in good state of health and mind and without provocation from others. N.B. The words "with structure" has been committed by using For .

SIGNED, SEALED & DELIVERED AT BURDWAN IN PRESENCE OF WITNESS

WITNESSES:-

1. Amit ke Bramanick Slo-Madhiu sudan Bramanick Plo-Acudanga sadhanpuri P.o+p.s-Burdwan, Dio+-2. purba Bardhaman pin-1 SIGNATURES OF THE OWNER Pije Barenja S. B. Construction

Shamble Nam Champtony SIGNATURE OF THE DEVELOPER Grobindatola, kanchan Nagar. Broka Osmothaman 713102

Drafted by me & typed in my office:

Suman Ber

Mr. Suman Bez

(Advocate)

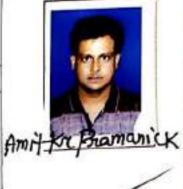
Burdwan District Judges' Court

De. F/261/2011



সাক্ষীর হস্তাঙ্গুলীর টিপ ছাপ ও ফটো





★উপরের ছবি ও টিপ ছাপ গুলি আমার বারা প্রত্যায়িত ইইল।

Amit Kr Pramanick

Office of the BURDWAN MUNICIPALITY

101, G.T.ROAD, BURDWAN MUNICIPALITY, PURBA BARDHAMAN, 713101

(VIDE RULE - 61) FORM NO. 10

PROPERTY TAX RECEIPT

Holding No: 284/1/N

Old. No.:

Receipt No :2024-2025/0/5709 Receipt Date: 13/09/2024

Bill Receipt No.:

2610204320721 Assessment No. : 4320721 Assessee Id:

Locality/Street:GODA (NORTH) RAHAMAT ALI MONDAL Name of the Assessee:

Ward No:

Received the sum of Rs. 422.00 (in words) RUPEES FOUR HUNDRED TWENTY-TWO ONLY

on account of property tax and surcharge as detailed below:

		Details of Ar	Details of Arrear Received (Year wise)	d (Year wise)			Curre	Current (2024-2025)	(52)	
	Year (Others)	2021-2022	2022-2023	2023-2024	Total Arrear	1st Qtr Amount April - June	2nd Qtr Amount July - Sep	3rd Qtr Amount Oct - Dec	4th Qtr Amount Jan - March	Total Amount
PropertyTax	0.00	0.00	0.00	181.14	181.14	60.38	86.09	60.38	96.03	422.66
RebateOnPropertyTax	0.00	0.00	000	00'0	00:00	00:0	-3.02	-3.02	-3.02	-9.06
SurchargeAmt	0.00	0.00	00'0	00:00	0.00	0000	0.00	0.00	0.00	0.00
Interest	0.00	0.00	000	8,45	8.45	00'0	0.00	0.00	0.00	8.45
								Tot	Total Amount :	422.05
								Round-o	Round-off Amount:	-0.05
								ž	Net Amount:	422.00
THE STATE SOUTH OF THE STATE OF	10000		Rank Tr	Rank Transaction ID .	7HD590A011DWB9	11DWB9				200

Pay Mode: Online, Amount: 422.00

Bank Transaction ID: ZHD59OA011PWB9

Paid At: Municipality

De Actuar

Collecting Sarkar/Counter:

Authorised Signatory



भारत सरकार Government of India

भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

Enrollment No. :

0647/10148/00688

Rahamat Ali Mondat

S/O: Sowkat Ail Mondal. GODA MONDALPARA, VTC: Goda (P), PO: Lakurdi, Sub District: Burdwan - I, District: Barddhaman, State: West Bengal, PIN Code: 713102, Mobile: 9332110379





आपका आधार क्रमांक / Your Aadhaar No. :

3705 0213 1544

मेरा आधार, मेरी पहचान







Rahamat Ali Mondel DOB: 10/01/1973

3705 0213 1544

मेरा आधार, मेरी पहचान





सुचना

- आधार पडवान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड/ऑकलाइन XML/ ऑनलाइन ऑथेंटिकेशन

INFORMATION

- Aadhaar is a proof of Identity, not of citizenship.
- Verify identity using Secure QR Code / Offline XML / Online Authentication.
 - आधार देश घर में मान्य है।
 - जाघार कई सरकारी और गैर सरकारी सेवओं को पाना आसान बनाता है।
 - आधार में मोबाइल नंबर और झील 10 क्राउंट खंडें
 - आधार को अपने स्मार्ट फोन पर लई , मानकावा App के साथ।
 - Aadhaar is valid throughout the country.
 - Aadhaar helps you avail various Government. and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhsar in your smart phone use mAadhear App.





Address: SID: Sowkel All Mondel, DODA MCNOALPAYA, Gods (P), Bandcheman, West Bengal, 713102

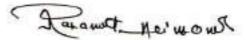


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- M help@uidal.gov.in

www.uldal.gov.in





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भारत सरकार BOVERNMENT OF INDIA



विश्वतिक नुपार्थी Biswajit Mukherjee क्यडतिष/ DOB: 20/07/1985 TPT / MALE



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অমার অধার, আমার পরিচর



ठिकामाः

पंचित का - 713102

Address:

S/O: जरून स्वामी, डाक्टरड, SO:Aran Mutterfee, raigent, infabages, Randiffermas (m). Berddhaman, West Bengal - 712102

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MERA AADHAAR, MERI PEHACHAN





भारत सरकार Government of India

भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

Enrollment No.:

0648/00906/38868

PUJA BANERJEE

C/C: Satak Banerjee, MAIN GATE KRISHNASHIRE PARK MAHATAB ROAD, KABINDRA BHABAN, VTC: Barddhaman (m), PO: Burdwan Rajban, Sub District Barddharran, District: Barddharnan, State: West Bengal, PIN Code: 713104, Mobile: 9609178534





आपका आधार क्रमांक / Your Aadhaar No. ;

4343 4160 0467

मेरा आधार, मेरी पहचान



भारत शरकार Government of India





PUJA BANERJEE DOS: \$7091894

4343 4160 0467

मेरा आधार, मेरी पहचान





सुबना

- आधार पहचान का प्रभाग है, नागरिकता का नहीं ।
- # सुरक्षित QR कोड/ऑफलाइन XML/ ऑनलाइन अधिटिकंशन से पहचान प्रमाणित वर्ने ।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
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 - आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है ।
 - आधार में मोबाइल नंबर और ईमेल ID अपडेट स्खें।
 - आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साधा
 - Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email 1D updated in Aadhaar.
- Carry Aadhaar in your smart phone use mAadhaar App.



आरतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of Incla



Addres: C/C: Sook Banetke, MAIN GATE ERIS-NASHIRE PAIK, MAHATAB ROAD KARINDRA BHABAN Bardensman (TO, Bardensman, West Bengal, 713104



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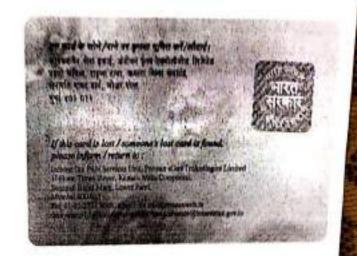


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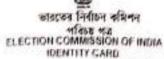








Submittendly Brings my





নিৰ্বাচকের নাম

অমিত কুমার

Elector's Name

क्षाभागिक Amit Kr Pramanick

Frete HIN

: भभू जूनन बामानिक

Futber's Name

Madhu Sudan Pramarick

PM/Sex

জৰ তাহিৰ Date of Birth : 14/10/1983

21/ M

1911/15/47/42

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Amit KiBramanick

Major Information of the Deed

	1-0203-01989/2025	Date of Registration 13/93/2625
Deed No :	0203-2000688667/2025	Office where deed is registered
Westy No / Test	08/03/2025 12:32:29 PM	A.D.B.R. Burdhaman, District. Purba Bardharoan
Ouery Date Applicant Name, Address S Other Details	SUMAN BEZ ALUDANGA SADHANPUR BUR , District : Purbe Bardhemen, WE Status :Advocate	DWAN, Theme: Berdhaman ST BENGAL, PM - 713191, Mobile No.: 8145469922.
Transaction		Additional Transaction
m1101 Sale, Development	Agreement or Construction	
greement	STATE OF THE STATE	Market Value
set Forth value		Rs. 52,50,766/-
ts. 1,000/-	and the second second	Registration Fee Paid
tampduty Paid(SD)	- TYAVA A STEEL SALES	as To de Halar El
s. 7,000/- (Article:48(g))		from the applicant for issuing the assement slip.(Urban
Remarks	Received Rs. 50/- (FIFTY only)	rom the applicant for issuing the assement slip.(Urban

listr	ict: Purba Ba	sa/1/N JI No	41., GOD	A NORTH	Area of Land	SetForth	Market	Other Details
ch	Plot	Knauan			Area of Land	A WILLIAM FLAT AGENTS	Value (In Rs.)	
lo	Number	1100000		Shall	3276.94 Sq Ft	1,000/-		DOMEST AND THE RESERVE OF THE PERSON OF THE
1	LR-1694 (RS :-)	LR-8041	Bastu					Adjacent to Meta Road,

nd Lord Details : Name,Address,Photo,Finger print and Signat		The sea Drint	Signature	
	Photo	Finger Print		
Mr RAHAMAT ALI MONDAL (Presentant) Son of SAUKAT ALI MONDAL Executed by: Self, Date of Execution: 13/03/2025 , Admitted by: Self, Date of Admission: 13/03/2025 ,Place		Captured	E-anny!	
: Office	13/81/2029	13/03/0525	12032151	



GODA NORTH, City: - Burdwan, P.O:- RAJBATI, P.S:-Bardhaman good No. Purba Bardhaman, West Bengal, India, PIN: - 713102 Sex: Male, By Caste: Muslim, pistrict: 713102 Sex: Male, By Caste: Muslim, occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX3, PAN No.:: ACxxxxxx3F, Aadhaar No: 37xxxxxxxx1544, Status :Individual, Executed by: Self, Date of Execution: 13/03/2025 Admitted by: Self, Date of Admission: 13/03/2025 Place: Office

peveloper Details :

SI No Name, Address, Photo, Finger print and Signature

S B CONSTRUCTION

59 PILKHANA LANE, Block/Sector: WARD NO.33, HOLDING NO.59/1, Pilkhana Road, City:- Burdwan, P.O:-BURDWAN, P.S:-Bardhaman

District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Date of Incorporation:XX-XX-2XX4 . PAN No.:: AFxxxxxx2L, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

proponentativo Detaile :

1000000		
Photo	Finger Print	Signature
9	Eaphured .	anging-
or 13 2025 3:56PM	LTI	15/03/7025
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	AGAN, City:- st Bengal, Ind India, Date of presentative,	AGAN, City:- Burdwan, P.O:- NAT est Bengal, India, PIN:- 713102, Se India, Date of Birth:XX-XX-1XX5 presentative, Representative of S

permission Details : Photo Finger Print Signature AT AMIT KR PRAMANICK Mr AMIT KR PRAMANICK

Mr AMIT KR PRAMANICK

Mr AMIT MADHU SUDAN PRAMANICK

Mr AMIT MADHU SUDAN PRAMANICK

Mr AMIT KR PRAMANICK

MR A Hall to flooring the 13/03/2025 13/03/2025 13/03/2025 Identifier Of Mr RAHAMAT ALI MONDAL, Mr BISWAJIT MUKHERJEE, PUJA BANERJEE

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr RAHAMAT ALI MONDAL	S B CONSTRUCTION-7.50967 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S.: Barddhaman, Municipality: BURDWAN, Road: Goda Road, Mouza: Goda. . Ward No. 28 Holding No. 284/1/N J. No. 41 GODA NORTH For Code : 713102

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1694, LR Khatian No:- 8041	Owner: www affirem. Gurdian: vava affirem. Address: firs . Classification: wfh, Area: 0.07500000 Acre.	Mr RAHAMAT ALI MONDAL

Endorsement For Deed Number : 1 - 020301888 / 2025

Ordificate of Admissibility (Rule 43, W.B. Registration Rules 1982) ordificate of the control of West Bengal Registration Rule, 1962 duly stamped under schedule 1/6, friticle manifest 46, policie manifest 46, policie from Act 1899. al of Indian Stamp Act 1899

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

presented for registration at 13:37 hrs on 13-03-2025, at the Office of the A.D.S.R. (Faulthamma by Mr. HAHAMAT N.) MONDAL , Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject multer of the dead has heen assessed at the 52,56,766/-

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

Execution is admitted on 13/03/2025 by Mr RAHAMAT ALI MONDAL, Son of SAUKAT ALI MONDAL, GOVERNOR DE P.O: RAJBATI, Thans: Bardhaman

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Muslim, by Profession Business

Indefined by Mr AMIT KR PRAMANICK, . , Son of Mr MADHU SUDAN PRAMANICK, ALUDANGA SADHANPUR BURDWAN, P.O. BURDWAN, Thana: Bardhaman

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by professor Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982) [Representative]

Execution is admitted on 13-03-2025 by Mr BISWAJIT MUKHERJEE, PARTNER, S B CONSTRUCTION (Partnership Firm), 59 PILKHANA LANE, Block/Sector: WARD NO.33, HOLDING NO.59/1, Pikhana Road, City - Burdwan, P.O. BURDWAN, P.S:-Bardhaman

. District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

indetified by Mr AMIT KR PRAMANICK, , , Son of Mr MADHU SUDAN PRAMANICK, ALUDANGA SADHANPUR BURDWAN, P.O. BURDWAN, Thana: Bardhaman

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-03-2025 by PUJA BANERJEE, PARTNER, S B CONSTRUCTION (Partnership Firm), 59 PILKHANA LANE, Block/Sector: WARD NO.33, HOLDING NO.58/1, Pilkhana Road, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman

, District: Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr AMIT KR PRAMANICK... Son of Mr MADHU SUDAN PRAMANICK, ALUDANGA SADHANPUR BURDWAN, P.O. BURDWAN, Thans: Bardhaman

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713161, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees

paid by Cash Rs 0.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2025 11:59AM with Govt. Ref. No: 192024250444781348 on 13-03-2025, Amount Rs: 7/-, Bank: SBI EPay (SBIePay), Ref. No. 8996098461215 on 13-03-2025, Head of Account 0030-03-104-001-16



psyment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 7,000/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,000/-Description of Stamp

Description: Type: Impressed, Serial no 4242, Amount: Rs.1,000.00/-, Date of Purchase: 12/03/2025, Vendor name: M DUTTA

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WS Online on 13/03/2025 11:59AM with Govt. Ref. No: 192024250444781348 on 13-03-2025, Amount Rs: 6,000/-, Bank: SBI EPay (SBIePay), Ref. No. 8996098461215 on 13-03-2025, Head of Account 0030-02-103-003-02

Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 0203-2025, Page from 51253 to 51301 being No 020301989 for the year 2025.



Digitally signed by SANJIT SARDAR Date: 2025.03.28 14:00:27 +05:30 Reason: Digital Signing of Deed.

(Sanjit Sardar) 28/03/2025 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

Page 49 of 49