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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AN 510766

Certified that the document is admitted to registration. The signature sheet / sheet's and the endorsement sheet/sheet's attached with this document's are the part of this document

DEVELOPMENT AGREEMENT

A N D

POWER OF ATTORNEY FOR DEVELOPMENT

THIS INDENTURE is executed this the 5th day of July, Two Thousand and Twenty Four (2024) in the Christian Era,

BETWEEN

N. R. P. K. D. W.

05/07/24
02:00 P.M.
9-2-17-22801/24
Addl. Dist. Sub-Registrar
Sodepur, North 24 Parganas
05 JUL 2024

AN
Addl. Dist. Sub-Registrar
Sodepur, North 24 Parganas
05 JUL 2024

ক্রমিক নং 1318 তারিখ 13-05-24
মূল্য : 100/-
কর্তা : T. Gupta, Advocate
ঠিকানা : Barrackpore Court, 24 Pgs
হেতু : Ranjita Pan

মাইসের প্রকৃতি সম্পদ হেতু
কলিকাতা দফতর ও. ডি. এস. আর. অফিস

হেতুকের নাম : রঞ্জিতা পাল

স্বাক্ষরের নাম : ব্যারিস্টার
তারিখ : 29-05-2024
স্বাক্ষর খরিশের তারিখ :
এ টি.ভি. নং মোট কত টাকার 110000
স্ট্যাম্প খরিশ করা ইইরাছে।

এই স্ট্যাম্পের দ্বারা স্বাক্ষর করা হইয়াছে।
স্বাক্ষরকারীর নাম : রঞ্জিতা পাল
তারিখ : 29-05-2024
স্বাক্ষর : T. Gupta, Advocate



Identified by,
Ashoke Dutta
S/o. Ashoke Dutta
Of 24/42, A.K. Mukherjee Rd.,
P.O. - Nondama, P.S. - Barranagar,
Kolkata-700030, 24 Pgs W
Occupation - Service.

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(1) **MR. MADAN MOHAN GUPTA (PAN. AROPG1783B & AADHAAR NO. 7323 1174 3564)**, son of Late Rameshwar Gupta, (2) **MRS. RITA GUPTA (PAN. AROPG1782A & AADHAAR NO. 2050 5358 7135)**, wife of Sri Madan Mohan Gupta & (3) **MR. MANTHAN GUPTA (PAN. EFPPS7526B & AADHAAR NO. 8942 0415 1658)**, son of Sri Madan Mohan Gupta, all are by faith - Hindu, by occupation- Business, by Nationality- Indian, all are the permanent residents of CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the **OWNERS/LAND-OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives administrators and assigns) of the **ONE PART**.

A N D

"RAMESHWATI REALTORS PRIVATE LIMITED" (PAN. AANCR3156Q), a private Limited Company within the meaning of the Companies Act., 1956, having its registered office at 5, Kumud Ghoshal Road, P.S.- Belghoria, P.O.- Ariadaha, Kolkata - 700057, District North 24 Parganas, W.B., being represented by its three Directors namely, (1) **MR. MADAN MOHAN GUPTA (PAN. AROPG1783B)**, son of Late Rameshwar Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal, (2) **MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Sri Madan Mohan Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal & (3) **MR. MANTHAN GUPTA (PAN. EFPPS7526B)**, son of Sri Madan Mohan Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal, hereinafter referred to and jointly called as the **"DEVELOPER"** (which term and expression shall unless excluded by or repugnant to the context be

M. Gupta
Adv.



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deemed to mean and include its legal heirs, executors, administrators, successors - in - office, legal representatives and assigns) of the of the **OTHER PART**.

WHEREAS one, Gopal Chandra Mukhopadhyay and Kanan Kumar Mukhopadhyay were the joint owners - in - possession of **ALL THAT** piece and parcel of land measuring .33 Acre, more or less situated at Mouza- Agarpara, J.L. No. 11, Touzi No. 155 comprised of Dag No. 1228 under Khatian No. 6 within Panihati Municipality under the then owner, Sri Prafulla Kumar Deb, son of Raja Binoy Krishna Deb of 106/1, Grey Street, Kolkata which they entitled by virtue of inheritance and Deed of Gift and had been enjoying the same, free from all encumbrances and charges for more than Twelve years.

AND WHEREAS be it noted that previously, one, Ramjan Mallick was the owner of the said plot of land and while in possession of the said land, said Ramjan Mallick sold the said land measuring, one Bigha and two & half katha, more or less on Twenty Second day of December, 1915 by virtue of a Bengali scripted 'saf bikroy kobala', duly registered at Sub-Registration office at Barrackpore and entered in Book No. 1, Volume No. 18, pages between 119 to 121, Being No. 1978 for the year 1915 to one, Nanda Lal Mukhopadhyay, since deceased, the father of said Gopal Chandra Mukhopadhyay and Kanan Kumar Mukhopadhyay and thereafter the said land was finally recorded in Khatian No. 6 comprised of Dag No. 1228 in the name of said Nanda Lal Mukhopadhyay, since deceased in the last Settlement records.

AND WHEREAS after the death of said Nanda Lal Mukhopadhyay, said Gopal Chandra Mukhopadhyay and Kanan Kumar Mukhopadhyay along with their two other brothers namely, Sri Dwaraka Nath Mukhopadhyay and Ramchandra Mukhopadhyay, since deceased became the joint owners of the said property left by said Nanda Lal Mukhopadhyay by dint of inheritance and while enjoying and possessing the said property jointly, said Ramchandra Mukhopadhyay also died thereafter and since after the death of their father, his heirs and successors, his two sons namely, Sri Bhola Nath Mukhopadhyay and Sri Narayan Chandra

G. S. S. Adh.



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Mukhopadhyay became the owners of land in respect of their deceased father's share and had been enjoying the same with the other co-sharers as above jointly.

AND WHEREAS on 6th day of May, 1952, said Dwaraka Nath Mukhopadhyay, Sri Bhola Nath Mukhopadhyay and Sri Narayan Chandra Mukhopadhyay jointly gifted their undivided fifty percent (at ana) share in Dag No. 1228 to said Gopal Chandra Mukhopadhyay by virtue of a Bengali scripted 'danpatra', duly registered at D.R. Alipore and entered in Book No. 1, Volume No. 26, Pages between to 254 to 255, Being No. 1887 for the year 1952 and since then said Gopal Chandra Mukhopadhyay along with his brother, Kanan Kumar Mukhopadhyay had been enjoying the said property jointly in the aforesaid manner, free from all sorts of encumbrances and charges and declared for sale of the same.

AND WHEREAS on 5.10.1953, one, Satish Chandra Debnath, son of Purna Chandra Debnath purchased ALL THAT piece and parcel of land measuring 27 decimal, more or less under Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No. 1228 under Panihati Municipality, P.S.- Khardah, District- 24 Parganas, presently North 24 Parganas, Sub-Registration office, Barrackpore, thereafter A.D.S.R. Barrackpore and presently A.D.S.R. Sodepur from said Gopal Chandra Mukhopadhyay and Kanan Kumar Mukhopadhyay by dint of a Bengali scripted Deed of Sale and the said Deed was duly registered at District Registrar, 24 Parganas and recorded in Book No.-1, Volume No. 89. Pages from 52 to 55, Being No. 3774 for the year 1953 and since after such purchase, said Satish Chandra Debnath mutated his name to the Assessment Register of Panihati Municipality and the said land was also mutated in LR. operation vide L.R. Khatian No.-1610, LR. Dag No.-1228, measuring a land area of 0.25 Acre, more or less classified as 'bastu' in the name of said Satish Chandra Debnath.

AND WHEREAS that Satish Chandra Debnath, son of Purna Chandra Debnath died intestate on 23/03/1979, leaving behind intestate his wife namely Renuka Debnath, since deceased, two sons namely Subhash Chandra Debnath, since deceased, Sri Badal Chandra Debnath and three daughters namely Kalpana Nath, Alpana Nath, since deceased and Anjana Debnath @ Nath as his only legal heirs and

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Adv.



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successors to inherit the aforesaid property jointly left by said Late Satish Chandra Debnath as per terms of Hindu Succession Act. 1956 having undivided $1/6^{\text{th}}$ share each.

AND WHEREAS thereafter said Renuka Debnath (wife of Late Satish Chandra Debnath) died intestate on 27/11/1999, leaving behind her two sons and three daughters, the names of the sons and daughters mentioned hereinabove as her only legal heirs and successors to inherit the said undivided $1/6^{\text{th}}$ share of the property left by said Late Renuka Debnath as per terms of Hindu Succession Act. 1956 and as such said Subhash Chandra Debnath, since deceased, Sri Badal Chandra Debnath, Kalpana Nath, Alpana Nath, since deceased and Anjana Debnath @ Nath became the joint owners of the entire property having undivided $1/5^{\text{th}}$ share each.

AND WHEREAS thereafter one of the sons of said Late Satish Chandra Debnath and Renuka Debnath i.e. Subhash Chandra Debnath who was the owner of undivided $1/5^{\text{th}}$ share out of the entire property as above died intestate on 27/01/2019, leaving behind his wife namely Manju Debnath who also died intestate thereafter on 14/06/2022, leaving behind her/their one son, Sri Niloy Debnath and one daughter Smt. Sanghamitra Biswas as her/their only legal heirs and successors to inherit the aforesaid undivided $1/5^{\text{th}}$ share of the property jointly as per terms of Hindu Succession Act. 1956.

AND WHEREAS also one of the legal heirs of Satish Chandra Debnath and Renuka Debnath i.e. Alpana Nath who was the owner of undivided $1/5^{\text{th}}$ share of the said entire property died intestate on 03.10.2020, leaving behind her one son namely Shantanu Nath and one daughter namely, Shabari Nath as her only legal heirs and successors to inherit the aforesaid undivided $1/5^{\text{th}}$ share of the property jointly of their mother, Late. Alpana Nath as per terms of Hindu Succession Act. 1956.

AND WHEREAS thus the above all the legal heirs of Satish Chandra Debnath and Renuka Debnath became the entire property according to their share as above

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Adv.



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and the said property is free from all encumbrances, charges, lispendens, liens, mortgages, whatsoever and they had transferable rights.

AND WHEREAS thereafter by virtue of a Deed of Conveyance dated 23.11.2023, duly registered at A.D.S.R. Sodepur, 24 Parganas, North and entered in Book No. 1, Volume No. 1524-2023, Pages from 273763 to 273790, Being No. 152408404 for the year 2023, the said owners sold, transferred and conveyed **ALL THAT** piece & parcel of "BASTU" land measuring an area of **5 Katha 06 Chattack 31 Sq. Ft.** more or less along with structure standing thereon on the East-West middle portion out their entire plot of land marked as Lot- 'B' in the site plan annexed with the said deed, situated in Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No. 6, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610, L.R. Dag No.- 1228, Ward No. 9, Holding No. 16, street name, 5, Mahajati Nagar, Kolkata- 700109 under Panihati Municipality, P.S.- Khardah, District- North 24 Parganas, A.D.S.R. Sodepur, morefully and particularly described in the Schedule 'A' herein under written to one Mr. Manthan Gupta, the Land-Owner No. (3) herein at a total consideration mentioned in the said Deed and since after such purchase said Manthan Gupta mutated his name to the Assessment Register of Panihati Municipality in respect of the said property and the same has been recorded as Holding No. 16/A, street name, 5, Mahajati Nagar, Kolkata- 700109.

AND WHEREAS by virtue of an another Deed of Conveyance dated 23.11.2023, duly registered at A.D.S.R. Sodepur, 24 Parganas, North and entered in Book No. 1, Volume No. 1524-2023, Pages from 273654 to 273681, Being No. 152408406 for the year 2023, the said owners sold, transferred, and conveyed **ALL THAT** piece and parcel of "BASTU" land aggregating and measuring an area of **5 Katha 01 Chattack 00 Sq. Ft.** more or less along with a structure standing thereon marked as Lot- 'A' in the site plan of the said deed out of their entire land measuring an area of 27 Decimal more or less in Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610, L.R. Dag No.- 1228, under Panihati Municipality, Ward No.- 09, part of Holding No.- 16, being part of Premises No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109, District- North 24 Parganas,

W. S. Patra
Adv.



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W.B. India under A.D.S.R. Sodepur, more fully and particularly described in the Schedule 'B' herein under written to one Mrs. Rita Gupta, the Land-Owner No. (2) herein at a total consideration mentioned in the said Deed and since after such purchase said Rita Gupta mutated her name to the Assessment Register of Panihati Municipality in respect of the said property and the same has been recorded as Holding No. 16, street name, 5, Mahajati Nagar, Kolkata- 700109.

AND WHEREAS by virtue of an another Deed of Conveyance dated 23.11.2023, duly registered at A.D.S.R. Sodepur, 24 Parganas, North and entered in Book No. 1, Volume No. 1524-2023, Pages from 273682 to 273709, Being No. 152408405 for the year 2023, the said owners sold, transferred and conveyed **ALL THAT** piece and parcel of **"BASTU"** land aggregating and measuring an area of **5 Katha 09 Chattack 23 Sq. Ft.** more or less along with a structure standing thereon marked as Lot- 'C' in the site plan of the said deed out of their entire land measuring an area of 27 Decimal more or less in Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610, L.R. Dag No.- 1228, under Panihati Municipality, Ward No.- 09, part of Holding No.- 16, being part of Premises No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109, District- North 24 Parganas, W.B. India under A.D.S.R. Sodepur, morefully and particularly described in the Schedule 'C' herein under written to one Mr. Madan Mohan Gupta, the Land-Owner No. (1) herein at a total consideration mentioned in the said Deed and since after such purchase said Madan Mohan Gupta mutated his name to the Assessment Register of Panihati Municipality in respect of the said property and the same has been recorded as Holding No. 16/B, 5, Mahajati Nagar, Kolkata- 700109.

AND WHEREAS thereafter for better use and enjoyment of their respective holdings as above, the Land-Owners made an application for amalgamation of their said separate holdings to the Authority of Panihati Municipality and the same has been amalgamated into one Holding i.e. Holding No. 16, being amalgamated street name, No. 5, Mahajati Nagar, Kolkata- 700109, measuring a total area of land 16 Katha 01 Chattack 09 Sq. Ft. more or less, particularly described in the schedule 'D' below, hereinafter referred to as the SAID PROPERTY and mutated their names to the office of B.L. & L.R.O. and the said property has been recorded as L.R. Khatian Nos.

J. Gupta
Adv.



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1930, 1931 & 1932 comprised of L.R. Dag No. 1228 and have been enjoying the same, free from all encumbrances after paying taxes and rents etc. to the Authority concerned.

AND WHEREAS thus the Land-owners become the joint owners of the entire landed property by way of amalgamation, particularly described in the schedule 'D' below, and being desirous to develop the said property, measuring an area of 16 Katha 01 Chattack 09 Sq. Ft. more or less at Premises No. 5, Mahajati Nagar, Kolkata-700109 and to construct a multi - storied building with lift consists of several blocks thereon and for convenience of such job, the owners amicably started "**RAMESHWATI REALTORS PRIVATE LIMITED**", a private Limited Company within the meaning of the Companies Act., 1956, having its registered office at 5, Kumud Ghoshal Road, P.S.- Belghoria, P.O.- Ariadaha, Kolkata -700057, District North 24 Parganas, W.B., being represented by its Directors namely, **(1) MR. MADAN MOHAN GUPTA (PAN. AROPG1783B)**, son of Late Rameshwar Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal, **(2) MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Sri Madan Mohan Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal & **(3) MR. MANTHAN GUPTA (PAN. EFPPS7526B)**, son of Sri Madan Mohan Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, W.B., hereinafter jointly referred to and called as the "**DEVELOPER**" and the said owners authorize the Developer to develop the said property and to construct a multi- storied building with lift on the said land consists of several blocks to which the Owners agreed thereto.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows : -

Y. Gupta
Arch.



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Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned. **ARTICLE - I**

- 1.1 **"OWNERS"** shall mean (1) **MR. MADAN MOHAN GUPTA**, (2) **MRS. RITA GUPTA** & (3) **MR. MANTHAN GUPTA**, the above Owners/Land-Owners and their respective. heirs, executors, administrators, legal representatives and assigns.
- 1.2 **"DEVELOPER"** shall mean **"RAMESHWATI REALTORS PRIVATE LIMITED"**, a private Limited Company within the meaning of the Companies Act., 1956, having its registered office at 5, Kumud Ghoshal Road, P.S.- Belghoria, P.O.- Ariadaha, Kolkata -700057, District North 24 Parganas, W.B., being represented by its Director, **MR. MADAN MOHAN GUPTA**, son of Late Rameshwar Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, BL-18, L-2, FL-2B, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas, West Bengal, the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- 1.3 **THE PROPERTY** shall mean **ALL THAT** piece and parcel of a plot of bastu land measuring 16 Katha 01 Chattack 09 Sq. Ft. more or less, particularly described in the schedule "D" hereunder written.
- 1.4 **THE BUILDING** shall mean the multi - storied building with lift consists of several blocks to be constructed on the said land in accordance with the building plan to be sanctioned by the Authority of Panihati Municipality.
- 1.5 **ADVOCATE** shall mean **TIRTHANKAR GUPTA** who is appointed by the Developers for this project.
- 1.6 **THE UNIT** shall mean the partly or wholly constructed flat/ apartment, unit etc. in the building which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.
- 1.7 **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the proportion which the super built up area of any unit be to the super built up area of all the units in the said building PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be

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Adv.



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determined on the basis on which such rates and/or taxes are being respectively levied, i.e. case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective units by the co-owners respectively.

- 1.8 THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser/s and/or lawful occupiers.
- 1.9 THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developers, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer and all the costs of which will be borne by the Developer.
- 1.10 SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords' portions.
- 1.11 OWNERS' ALLOCATION-** in consideration of the said landed property particularly described in the Schedule "D" below, the Owners shall get 10% (Ten percent) constructed area which will be adjusted from the back side of First floor of the proposed multi-storied building with lift including proportionate share of common spaces in respect of Municipal Premises No. 5, Mahajati Nagar, Kolkata- 700109, particularly described in the schedule "E" below.
- 1.12 DEVELOPER'S ALLOCATION** shall mean except the owner's allocation as above, rest of the constructed area i.e. 90% (ninety percent) of the proposed multi-storied building with lift including proportionate share of common space in respect of Municipal Premises No. 5, Mahajati Nagar, Kolkata- 700109 particularly described in the schedule "F" below and the Developer is entitled to sell, transfer and convey in respect of Developer's Allocation only.
- 1.13 TRANSFER** with its grammatical variation shall mean as transfer of undivided proportionate share of land in multi - storied building with lift to purchaser/s thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser/s on receipt of consideration.

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Adv.



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- 1.14 TRANSFEREE** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- 1.15 WORD** : Singular shall include plural and vice versa.
- 1.16 BUILDING PLAN** : shall mean and include the new building plan to be sanctioned for the newly proposed building to be approved by the Authority of Panihatii Municipality and shall include by amendments thereto and improvement thereon subject to approval by the owners.

ARTICLE - II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS

- 3.1 That excepting the owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- 3.2 The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer their said property or any part of it.
- 3.3 The landed property is free from all encumbrances, charges liens, lispendences, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the Urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the owners.
- 3.5 That the total area of the land comprised in the said property is 16 Katha 01 Chattack 09 Sq. Ft. more or less.
- 3.6 That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Developer at the time of execution of this Agreement.
- 3.7 That the owners will give the Developer all the powers required for the purpose of making such construction at their own risk and costs and to negotiate for sale and enter into agreement for sale and make registration of Conveyances and other documents whatsoever required for Developer's Allocation.
- 3.8. The Owners shall deposit original Title Deeds and all other related documents to the Developer at the time of execution of this Agreement

W. S. P. Adv.



(Signature)
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and power and after completion of the newly proposed building original Title Deeds, building plan and all other related documents shall be handed over to the owners' Association.

ARTICLE - IV DEVELOPER'S RIGHT :

- 4.1 That on the power and by virtue of this agreement the Developer is hereby empowered to raise the construction at the above mentioned property after amalgamating with other adjacent holding, if any, investing its own finance and resources and undertake to erect the said building within 30 months from the date of sanctioned building plan.
- 4.2 That the Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Panihati Municipality and entire cost shall be borne by the Developer alone.
- 4.3 The Developer shall be entitled to appoint their own labors, masons contractor, building Engineer/ Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Developer and all the risk and liability together with all responsibility shall remain with Developer and they will be liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completion and hand over to the prospective purchasers.
- 4.4 The Developer for the purpose of raising the said construction shall have their absolute right to enter into any Agreement for sale of flats in respect of their allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser or purchasers together with all advance thereof but at all material times the owners shall not be liable for such advances or earnest money. That the said earnest money accepted by the Developer shall remain charges only with the Developer and the Owners' Allocation will remain unaffected and non-charged and purchasers shall have no right to interfere with the portion of the Owners' Allocation for any misappropriation of any money by the Developer or for any deal nor they shall have any right to seek any order or injunction from any court in respect of the Owners' Allocation.

A. R. P. A.
Adv.



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ARTICLE - V : TIME :

- 5.1 The Developer shall complete the entire building within 30 (Thirty) months from the date of sanctioned building plan.

ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATIONS:-

- 6.1 The Developer hereby undertakes and will take all the responsibilities to complete the whole building with lift within 30 (Thirty) months from the date of sanctioned plan and the time may be extended for another 6 months for the reasons beyond the control of the Developer.
- 6.2 That the Developer will bear the costs and expenses for site plan and sanctioned building plan and all other costs, charges and expenses for obtaining revised plan and completion certificate and for any other permission/s from the authority/authorities concerned will be borne by the Developer themselves.
- 6.3 That if the Developer is unable to handover the owners' allocation within 30 (Thirty) months from the date development Agreement, in that occasion, the Developer shall pay a penalty of Rs. 10,000/- (Rupees Ten Thousands) only per month to owners.
- 6.4 To bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE VII : PROCEDURE :

- 9.1 The owners shall grant to the Developer all powers as may be required for the purpose of sanctioning of site plan, building plan from the Authority of Panihati Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale, enter into agreement for sale and receive consideration from the intending purchaser/s and make registration of deeds and documents whatsoever required for their portion.
- 9.2 **NOTWITHSTANDING** grant of power of Attorney by the Owners in favour of the Developer no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners.

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ARTICLE VIII : CONSTRUCTION :

- 10.1 The developer shall be solely and exclusively responsible for construction of the said building .

ARTICLE IX: BUILDING :

- 11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multi- storied building with lift consists of several blocks and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.
- 11.2 The Developer shall install and erect in the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, Electrification, permanent electric connection from the Electricity bodies and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Ownership basis or otherwise.
- 11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for plan to be sanctioned from Panihati Municipality without creating any financial or other liabilities on the Owners regarding the construction .

ARTICLE X : COMMON FACILITIES :

- 12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of Development Agreement till handing over the possession within the stipulated period, as mentioned above in favour of the Owners. After completion of the construction, the Developer and the Owners including their respective assignees will bear the cost of common facilities and maintenance charges like costs of Durwan, pump, Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any, etc.

ARTICLE XI : PROCEEDING :

- 13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer and the Owners to defend suits and

J. K. P. Adv.



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proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE XII : DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the owners indemnified against all third party claims and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

- 14.1 The Developer hereby undertakes to keep the owners indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer's action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE XIII : OWNERS' OBLIGATIONS :-

THE Owners doth hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with within 30 months from the date of sanctioned building plan.

THE owners doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the Developer's Allocation /portion in the building at the said premises in favour of the intending buyers of flats/units in the said building. The owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

THE owners doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the Owners.

THE owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.

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THAT the Developer may create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises/land or any portion thereof at any time during the subsistence of this agreement. But the owners will not be affected in any manner arising out of the activities of the Developer and if required, the Developer will indemnify the owners in all respects in future.

THAT the owners and/or **their** solicitors or advocate shall answer the requisition on title required by the developer prior to commencement of construction.

ARTICLE XIV : MISCELLANEOUS :

- 15.1 The owners and the developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.
- 15.2 The owners hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the owners shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the owners also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of owners and/or against the spirit of this Agreement.
- 15.3 The Developer and Owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The owners hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his /her /their consent to abide by the same .
- 15.4 The name of the building shall be decided later on by the Developer and the owners.
- 15.5 As and from the date of the completion of the building the Developer and/or their transferee and the owners and/or their transferee and their successors shall each be liable to pay and bear proportionate charges on

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account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas .

- 15.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- 15.7 All arrear Municipal Taxes and/or any other taxes and/or other taxes before to execution of this Agreement will be paid by the by the owners and if any thing is paid by the Developer that will recovered from the owners by cash.
- 15.8 At the time of signing of this agreement and execution of registration power of attorney in favour of the Developer, the owners will handover up to date Municipal tax receipt and all other original documents in respect of the said property in favour of the Developer.
- 15.9 It is agreed by the both parties that however if any dispute arises between the parties in this agreement for effective interpretation of the terms and conditions herein, the same shall be referred either to an Advocate or Arbitrator chosen, jointly by the parties hereto or to such separate advocate who will be appointed by one of each party together with right to appoint an umpire and whose decision shall before and binding upon the parties.
- 15.10 That the Developer will dismantle the existing structure at its own costs and will take all the building materials/scraps for themselves.

15.11 ARTICLE XV : FORCE MEAJEURE :

- 16.1.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force Majeure and shall be suspended from the obligations during the duration of the force majeure.
- 16.1.2 Force Majeure shall mean flood , earth – quake, riot war, tempest civil commotion and /or any other acts or commission beyond the reasonable control of the Developer.

ARTICLE XVI : JURISDICTION :

The High Court at Kolkata and its subordinate Court of District North 24 Parganas shall have the jurisdiction to entertain and determine all

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Adv.



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actions and proceeding arising out of these presents between the parties hereto.

ARTICLE XVII : POWER OF ATTORNEY/ AUTHORITY :

The Land - owners hereby appoint the Developer, "**RAMESHWATI REALTORS PRIVATE LIMITED**" (PAN. AANCR3156Q), a private Limited Company within the meaning of the Companies Act., 1956, having its registered office at 5, Kumud Ghoshal Road, P.S.- Belghoria, P.O.- Ariadaha, Kolkata - 700057, District North 24 Parganas, W.B., being represented by its three Directors namely, **(1) MR. MADAN MOHAN GUPTA, (2) MRS. RITA GUPTA & (3) MR. MANTHAN GUPTA** as their Lawful Attorney in their names and on their behalf to do inter alia the following Acts, deeds and things relating to the said property, more fully described in schedule "D" hereunder written and also authorize any two of the three Directors as above of the said Private Limited Company as the Developer to act on our behalf the followings :-

1. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof and to look after the said land and to control all the areas for the Development of the said land and construction of a multi- storied building with lift consists of several blocks thereon as per sanctioned building plan to be approved by concerned Authority.
2. To sign, execute and submit all development plans, documents, statements, papers, undertaking declarations as may be required for necessary sanction, modification and/or alteration of development plans by the Authority of Panihati Municipality and other appropriate Authorities.
3. To appear and represent us before any necessary Authorities including the Kolkata Metropolitan Authority, Fire Brigade, West- Bengal police, the competent Authority under the Urban Land Ceiling and Regulations Act. 1976 and Government of West- Bengal and Authority of Panihati Municipality in connection with the sanction, modification and/or alteration of Development plans etc. of the aforesaid land.

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Adv.



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4. To pay fees, obtain, sanction, modification and such other order and permissions from the necessary Authorities as to expedient for sanction, modification and/or alterations and development plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary Authorities and to appoint Engineer, Architect and other agents and sub-contractors for the aforesaid purpose as the said Attorney shall think fit and proper.
5. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the development plans to any Authority or Authorities.
6. To develop the said property by making construction of such type of building thereon legally as the said Attorney may think fit and proper and for that purpose to take down demolish and/or remove house and/or structure of whatsoever nature on the said premises, as our said Attorney shall think fit and proper.
7. To apply for and obtain electric, gas, water, sewerage, drainage, telephone or other connection or any other utility to the said premises and/or to make alteration therein and to close down and/or have disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by our said Attorney.
8. To apply for and obtain building materials from the concerning Authorities for construction of the building and to clear all the said dues on the said premises as aforesaid.
9. To utility or shift or have connected the existing electricity connection if any in the said premises in such manner as our said Attorney may think fit and proper.
10. To apply all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof, if any.
11. To appear and represent us before all Authorities for fixation and/or finalization of the normal valuation of the said premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may think fit and proper.

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Adv.




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12. To negotiate with others in various matters and for sale of the flats, floor, units and other spaces in the proposed building on the said premises along with proportionate share of land except the proportionate share which will be kept reserved for us as per this instant Agreement at any terms and conditions as the said Attorney may think fit and proper.

13. To collect the advance or part payment or full consideration from the intending purchasers of flats, units and other spaces along with the proportionate share of land on our behalf except the portions which will be kept reserved for us as per this instant Development Agreement and power, the said Attorney shall appropriate the sale proceeds.

14. To advertise in different newspapers and display hoarding in different places, engage agencies for selling of flats along with proportionate share of land as the said Attorney shall think fit and proper.

15. To file and submit declaration, statements, applications and/or returns to the competent Authority or Authorities in connection of the matters herein contained until the said building is completed and to handover our allocation.

16. To transfer flats of the proposed building along with the proportionate share of land which are lying there at the said allocated portion of the Developer, mentioned in this instant Deed of Agreement and power, represented by our Attorney at our premises or any part thereof on such terms and conditions as our said Attorney shall think fit and proper.

17. To take steps for registration of flats/Appurtenances of the allocated portions of the Developer along with the proportionate share of land represented by our said Attorney under the West Bengal Housing Co-operative Society Act or the Apartment Ownership Act or any other Law or Laws as the case may be.

18. To represent any deed/s, Agreement for sale, deed of sale, conveyance/s or other documents for registration which will be executed by them in our names and on our behalf before the A.D.S.R. Sodepur, D.S.R., Barasat, 24 Parganas (North), and Registrar of Assurances, Kolkata, having Authority for and to have them registered according to the law and to do all other acts and deeds in respect of Developer's allocated property or portion of it in terms of this instant Development Agreement and power except our allocation which our attorney shall consider necessary for

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the transferring and/or conveying the said property to such purchaser or purchasers as fully and effectually in all respect as we could do the same ourselves.

19. To convey, present, enforce, defend suit and oppose all actions and other legal proceedings in respect of the said land including relating to acquisition and/or requisition and/or in respect of the said premises or any part thereof in which the said estate is now or any time hereinafter to interested or concerned and if think fit to compromise settle refer to Arbitration abandon submit to judgment or become non-suited in any such action or proceeding or aforesaid before any Court Civil or Criminal, Revenue including the Rent Controller at their own responsibility.

20. To file and defend suit, case, appeals and applications of whatsoever nature for and on our behalf or to be instituted preferred by or against any person or persons in respect of the said premises and also to present and proceeds writ applications in respect thereof.

21. To compromise suit appeals or other legal proceedings in any Court Tribunal or other Authority whatsoever and to sign and verify applications therefore as our Attorney think fit and proper.

22. To sign, declare and/or affirm any plaint, written statement, petition affidavit, Verification, Vakalatnama, Warrant or Attorney, appeal or any other documents or papers in any proceedings or in any way connected therewith.

23. To deposit and withdraw fees document and manage in and from any Court or Courts and/or any other person or persons or Authority and give valid receipts and discharge therefore as our Attorney thinks fit and proper.

24. To effect mutation of premises in the office of the collector and/or Municipal records and to sign on the site plan and building plan and revised plan upon our land and to do all other acts on our behalf and on our absence and to submit the same before the Authority of Panihati Municipality in respect of our property details of which is mentioned in the schedule 'D' hereunder according to the said agreement.

25. To represent us before Panihati Municipal Authority having jurisdiction and to sign, execute and submit papers and documents and to take delivery of the

*By: [Signature]
Adv.*



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proposed building/site plan, revised plan and to receive the Completion Certificate from the Competent Authority, if any.

26. To delegate such of the powers as the said Attorney in its absolute discretion shall think fit and proper and upon such delegation the said Power shall be deemed to have been granted by the Guarantor in my favour the said delegate or delegates as the case may be.

27. To file applications, petitions and any document before Municipal Authority of Panihati or any Authority and to appear before the said Authority on our behalf in any case and to sign and file all site plans, building plans and other documents in our names and to obtain the same from the said Authority.

28. To withdraw and receive documents or money from any court office either in execution of decree or otherwise any to do all acts that may necessary in connection with any of such cases.

AND the Land-owners hereby agree to ratify and confirm all and whatever other act or acts, the said Attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection of the sale in respect of Developer's allocation only and to act as our Attorney in relation to all matters touching my said land and structure and on our behalf to do all instruments, acts, matters, deeds and things as fully and effectually as we could do and personally present according to this instant Development Agreement and Power of Attorney of Development.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of "**BASTU**" land aggregating and measuring an area of **5 Katha 06 Chattack 31 Sq. Ft.** more or less along with tin-shed cemented floor R.T. Shed structure standing thereon covering an area of **100 Sq. Ft.** more or less in Mouza- Agarpura, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610 (old) & 1932 (new), L.R. Dag No.- 1228 under Panihati Municipality, Ward No.- 09, part of Holding No.- 16 (old) & 16/A (new), being part of Premises No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109, District- North 24 Parganas, W.B. India under A.D.S.R. Sodepur, together with all easement rights

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Adv.



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appurtenant thereto and the annual rent and taxes in respect proportionate share of land is payable to the Government of West Bengal through the collector of District- north 24 Parganas. The property is butted and bounded by :-

ON THE NORTH : Vendors' land.
 ON THE SOUTH : Partly Vendors' land & other's flat building.
 ON THE EAST : Approx. 12'-00" Ft. wide Municipal Road.
 ON THE WEST : Partly vacant land & partly flat building.

THE SCHEDULE "B" ABOVE REFERRED TO

ALL THAT piece and parcel of "BASTU" land aggregating and measuring an area of **5 Katha 01 Chattack 00 Sq. Ft.** more or less along with an old dilapidated one-storied building of approx. sixty years, standing thereon covering an area of 1250 Sq. Ft. more or less with cement floor in Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610 (old) & 1931 (new), L.R. Dag No.- 1228, under Panihati Municipality, Ward No.- 09, part of Holding No.- 16 (old) & (new), being part of Premises No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109, District- North 24 Parganas, W.B. India under A.D.S.R. Sodepur, together with all easement rights appurtenant thereto and the annual rent and taxes in respect proportionate share of land is payable to the Government of West Bengal through the collector of District- north 24 Parganas. The property is butted and bounded by:

ON THE NORTH : Vendors' land.
 ON THE SOUTH : Approx. 12'-04" Ft. wide Municipal Road.
 ON THE EAST : Others' flat building.
 ON THE WEST : Vacant land of other.

THE SCHEDULE "C" ABOVE REFERRED TO

ALL THAT piece and parcel of "BASTU" land aggregating and measuring an area of **5 Katha 09 Chattack 23 Sq. Ft.** more or less along with Tin-shed cemented floor R.T. Shed structure covering an area of 100 Sq. Ft. more or less standing thereon in

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Adv.*



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Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610 (old) & 1930 new), L.R. Dag No.- 1228, under Panihati Municipality, Ward No.- 09, part of Holding No.- 16 (old) & 16/B (new), being part of Premises No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109, District- North 24 Parganas, W.B. India under A.D.S.R. Sodepur, together with all easement rights appurtenant thereto and the annual rent and taxes in respect proportionate share of land is payable to the Government of West Bengal through the collector of District- north 24 Parganas which is butted and bounded by :-

ON THE NORTH	: Partly Other's property and partly 6'-00" Ft. wd. Road.
ON THE SOUTH	: Vendors' land.
ON THE EAST	: Approx. 12'-00" Ft. wide Municipal Road.
ON THE WEST	: Others' flat building.

THE SCHEDULE "D" ABOVE REFERRED TO
(THE ENTIRE AMALGAMATED PROPERTY)

ALL THAT piece and parcel of "**BASTU**" land aggregating and measuring an area of **16 Katha 01 Chattack 09 Sq. Ft. more or less** along with Tin-shed cemented floor R.T. Shed structure covering an area of 200 Sq. Ft. more or less & one old dilapidated one-storied building of approx. sixty years, standing thereon on the covering an area of 1250 Sq. Ft. more or less with cement floor standing thereon in Mouza- Agarpara, J.L. No.- 11, C.S. Khatian No.- 06, C.S. & R.S. Dag No.- 1228, L.R. Khatian No.- 1610 (old) & 1930, 1931 & 1932 (new), L.R. Dag No.- 1228, under Panihati Municipality, Ward No.- 09, Amalgamated Holding No.- 16, Street name, No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109, District- North 24 Parganas, W.B. India under A.D.S.R. Sodepur, together with all easement rights appurtenant thereto and the annual rent and taxes in respect proportionate share of land is payable to the Government of West Bengal through the collector of District- north 24 Parganas which is butted and bounded by :-

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ON THE NORTH : Partly other's property & partly 6'-00" Ft. wide Road.
 ON THE SOUTH : Approx. 14'-00" Ft. wide Municipal Road.
 ON THE EAST : Partly flat building & partly Approx. 12'-00" Ft. wide
 Municipal Road.
 ON THE WEST : Partly other's flat building & thereafter partly vacant
 Land.

THE SCHEDULE "E" ABOVE REFERRED TO
(OWNERS' ALLOCATION)

That the Developer will give the Owners 10% (Ten percent) constructed area which will be adjusted from the back side of First floor of the proposed multi-storied building with lift including proportionate share of common parts and spaces in respect of Municipal Holding No.- 16, Street name, No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109.

THE SCHEDULE "F" ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

That except the owners' allocation as above, the Developer shall get the rest 90% (Ninety percent) constructed area of the multi -storied building with lift including proportionate share of common spaces in respect of Municipal Holding No.- 16, Street name, No. 5 Mahajati Nagar, P.S.- Khardah, Kolkata- 700109 and the Developer is entitled to sell, transfer and convey in respect of Developer's Allocation only.

SPECIFICATION OF CONSTRUCTION WORK

WALL : Outside wall is 5 7/8" Inch bricks works in 1:4 cement and sand mortar.

All other partition inside the flats and common area are "5" thick cement and sand work in 1:4 cement and sand mortar.

Dr. Gupta
Adv.



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PLASTER :

External surface of the building shall be plastered with 20 mm thick 1:6 Cement and Sand mortar.

Internal surface of walls shall be plastered with 12/19 mm thick 1:6 cement and sand mortar.

Ceiling shall be plastered with 6mm thick 1:4 cement and sand mortar.

FLOORING :

A. Floors shall be of marble/tiles.

B. All stairs of marble.

BATH ROOM :

Floor marble with 6" inch. skirting (Tiles fittings with border up to 6'-0" height).

Indian Pan/ Commode (white) of reputed company will be provided in toilet with 2 Taps and 1 shower .

DINING :

White basin and 1 Tap.

KITCHEN :

Oven platform

Sink and 1 Tap in Kitchen ,Tiles upto 4'-0".

SKIRTING

All rooms and passages floor shall have skirting of 6" inch. Wide finished to neat with the adjacent floor.

DADO :

1500 mm high 6mm thick white glazed tiles shall be provided to all toilets in W.B. walls the adjacent flooring materials.

COOKING PLATFORM :

32 mm thick black stone of 450 mm width shall be provided walls adjacent to the cooking platform shall be covered with 6mm thick glazed tiles up to 5'-0" height .

DOORS :

Door Frame with Sal wood and all flash doors (ply).

BATH ROOM :

6'-6" X 2'-6" PVC frame with Pallah.

WINDOW :

Aluminum Channel window with grill fittings..

BALCONY :

Balcony Covering with half height from floor.

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DOORS & WINDOWS FITTINGS :

Adequate fittings will be provided to all doors and windows leaves as follows :

TO ENTRANCE DOOR : handle.
 TO INTERNAL DOOR : handle door.
 WINDOWS SHUTTER : Tower Bolt.

ELECTRIC :

All electric wiring will be concealed type with good quality of Wire and switch etc of Havells.

Electric points will be provided as follows :-

Dining : 8 points and 2 (Two) Amp plug point 2 Pcs. 3 pin plug point.
 Each Bed room : 6 point, 1 A.C. Point and 2 Pcs. 3 pin plug point.
 Kitchen : 1 light point and 1 exhaust fan point and 2 Pc. 3 pin plug point.
 Bath room : 1 light point.
 Balcony : 1 point.
 Common Light will be provided in all floors.

PLUMBING /WATER LINE :

Each flat will be individual water connection from Sub-Marshall pipe line to upper common water Reservoir.

RESERVOIR :

Overhead Tank.
 Sub-Marshall water connection and municipal tap water.

WALL PUTTY :

Wall putty will be done inside of the Flat and internal surface of walls and ceilings shall be covered with a layer of wall putty in common areas.

Exposed surface of all timber works shall be covered with 2 Coats of wood primer with colour paint (Doors and windows)
 Exposed surface of all iron works shall be coated with red oxide primer with two coats of colour paints.
 Outside colour of window grill, door etc.

FITTINGS FIXTURES AND ACCESSORIES :-

Toilet : White Pan with cistern, bib cock, shower and dining wash hand Basin.
 W.C. : European commode /Indian /Ablution Tap.
 Sanitary equipment with parryware.

NOTE :

Extra charges will be given additional work in advance such as Alcob, Loft, collapsible Gate, Balcony grill up to full height covering.

*As per
 Achv.*



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IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES :-

1. *Prithvi D. Gupta*
Advocate
Barrackpore Court, 24 Parganas

2. *Aravind Datta*
24/42, A.K. Mukherjee Rd.,
Kolkata - 700090.

Madan Mohan Gupta
Rita Gupta
Manthan Gupta.

SIGNATURE OF THE LAND OWNERS

RAMESHWATI REALTORS PRIVATE LIMITED

Madan Mohan Gupta

Director

RAMESHWATI REALTORS PRIVATE LIMITED

Rita Gupta

Director

RAMESHWATI REALTORS PRIVATE LIMITED

Manthan Gupta

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED IN MY OFFICE :-

Prithvi D. Gupta
Advocate.

TIRTHANKAR GUPTA.

Advocate.

Barrackpore Court, North 24 Parganas
Enroll. No. F-635/644 of 1990.
M.- 9330961350.

RAMSHEKHAR REALTORS PRIVATE LIMITED

Director

RAMSHEKHAR REALTORS PRIVATE LIMITED



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05 JUL 2024

SL. NO.	Signature of the Executants / Presentants	SPECIMEN FOR TEN FINGERPRINTS																								
	 <i>Madan Mohan Gupta</i> <i>Madan Mohan Gupta</i>	LEFT HAND <table border="1"> <tr> <th>LITTLE</th> <th>RING</th> <th>MIDDLE</th> <th>FORE</th> <th>THUMB</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> RIGHT HAND <table border="1"> <tr> <th>THUMB</th> <th>FORE</th> <th>MIDDLE</th> <th>RING</th> <th>LITTLE</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					LITTLE	RING	MIDDLE	FORE	THUMB						THUMB	FORE	MIDDLE	RING	LITTLE					
LITTLE	RING	MIDDLE	FORE	THUMB																						
THUMB	FORE	MIDDLE	RING	LITTLE																						
	 <i>Rita Gupta</i> <i>Rita Gupta</i>	LEFT HAND <table border="1"> <tr> <th>LITTLE</th> <th>RING</th> <th>MIDDLE</th> <th>FORE</th> <th>THUMB</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> RIGHT HAND <table border="1"> <tr> <th>THUMB</th> <th>FORE</th> <th>MIDDLE</th> <th>RING</th> <th>LITTLE</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					LITTLE	RING	MIDDLE	FORE	THUMB						THUMB	FORE	MIDDLE	RING	LITTLE					
LITTLE	RING	MIDDLE	FORE	THUMB																						
THUMB	FORE	MIDDLE	RING	LITTLE																						
	 <i>Manthan Gupta</i> <i>Manthan Gupta</i>	LEFT HAND <table border="1"> <tr> <th>LITTLE</th> <th>RING</th> <th>MIDDLE</th> <th>FORE</th> <th>THUMB</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> RIGHT HAND <table border="1"> <tr> <th>THUMB</th> <th>FORE</th> <th>MIDDLE</th> <th>RING</th> <th>LITTLE</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					LITTLE	RING	MIDDLE	FORE	THUMB						THUMB	FORE	MIDDLE	RING	LITTLE					
LITTLE	RING	MIDDLE	FORE	THUMB																						
THUMB	FORE	MIDDLE	RING	LITTLE																						



(Handwritten signature)

**Addl. Dist. Sub-Registrar
Sodepur, North 24 Parganas**

05 JUL 2024



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



192024250106844861

GRN Details

GRN:	192024250106844861	Payment Mode:	Online Payment
GRN Date:	05/07/2024 13:31:41	Bank/Gateway:	State Bank of India
BRN :	IK0CVBILD2	BRN Date:	05/07/2024 13:33:34
GRIPS Payment ID:	050720242010684485	Payment Init. Date:	05/07/2024 13:31:41
Payment Status:	Successful	Payment Ref. No:	2001722801/11/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Ashok Chowdhury
Address:	S S Pally
Mobile:	9830142268
Contact No:	9830142268
Depositor Status:	Others
Query No:	2001722801
Applicant's Name:	Mr TIRTHANKAR GUPTA
Identification No:	2001722801/11/2024
Remarks:	Sale, Development Power of Attorney Payment No 11
Period From (dd/mm/yyyy):	05/07/2024
Period To (dd/mm/yyyy):	05/07/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001722801/11/2024	Property Registration- Stamp duty	0030-02-103-003-02	39920
2	2001722801/11/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				39941

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1524-04967/2024	Date of Registration	05/07/2024
Query No / Year	1524-2001722801/2024	Office where deed is registered	
Query Date	04/07/2024 7:07:43 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	TIRTHANKAR GUPTA 510, NETAJI COLONY, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700090, Mobile No. : 8777055068, Status :Advocate		
Transaction		Additional Transaction	
[0139] Sale, Development Power of Attorney		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 5/-		Rs. 2,35,02,504/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Mahajati Nagar No.5, Mouza: Agarpara, , Ward No: 9, Holding No:16 JI No: 11, Pin Code : 700109

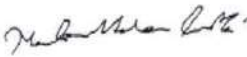
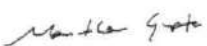
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1228 (RS :-)	LR-1930	Bastu	Bastu	5 Katha 9 Chatak 23 Sq Ft	1/-	78,32,224/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L2	LR-1228 (RS :-)	LR-1931	Bastu	Bastu	5 Katha 1 Chatak	1/-	70,87,501/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L3	LR-1228 (RS :-)	LR-1932	Bastu	Bastu	5 Katha 6 Chatak 31 Sq Ft	1/-	75,85,279/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
		TOTAL :			26.5238Dec	3 /-	225,05,004 /-	
	Grand Total :				26.5238Dec	3 /-	225,05,004 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L3	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tin Shed, Extent of Completion: Complete					

S2	On Land L2	1250 Sq Ft.	1/-	9,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1450 sq ft	2 /-	9,97,500 /-	

Principal Details :

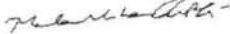
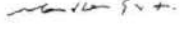
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Madan Mohan Gupta (Presentant) Son of Late Rameshwar Gupta Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office	Photo  05/07/2024	Finger Print  LTI 05/07/2024	Signature  05/07/2024
	12,M.M.Feeder Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX1 , PAN No.: ARxxxxxx3b,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office			
2	Name Mrs Rita Gupta Wife of Mr Madan Mohan Gupta Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office	Photo  05/07/2024	Finger Print  LTI 05/07/2024	Signature  05/07/2024
	12,M.M.Feeder Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.: ARxxxxxx2a,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office			
3	Name Mr Manthan Gupta Son of Mr Madan Mohan Gupta Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office	Photo  05/07/2024	Finger Print  LTI 05/07/2024	Signature  05/07/2024

12,M.M.Feeder Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: EFxxxxxx6b,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/07/2024
 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	RAMESHWATI REALTORS PRIVATE LIMITED 5,Kumud Ghosal Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx6q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Madan Mohan Gupta Son of Late Rameshwar Gupta Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 Jul 5 2024 2:59PM	 LTI 05/07/2024	 05/07/2024
	12,M.M.Feeder Road, City:- , P.O:- Aroadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: Arxxxxxx3b,Aadhaar No Not Provided by UIDAI Status : Representative of : RAMESHWATI REALTORS PRIVATE LIMITED (as Director)			
2	Name	Photo	Finger Print	Signature
	Mrs Rita Gupta Wife of Mr Madan Mohan Gupta Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 Jul 5 2024 3:01PM	 LTI 05/07/2024	 05/07/2024
	12,M.M.feeder Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: Arxxxxxx2a,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAMESHWATI REALTORS PRIVATE LIMITED (as Director)			
3	Name	Photo	Finger Print	Signature
	Mr Manthan Gupta Son of Mr Madan Mohan Gupta Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 Jul 5 2024 3:00PM	 LTI 05/07/2024	 05/07/2024

12,M.M.Feeder Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: EFxxxxxx6b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAMESHWATI REALTORS PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Arajit Dutta Son of Mr Ashoke Dutta A.K.Mukherjee Road, City:- , P.O:- Noapara, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700090		 Captured	
	05/07/2024	05/07/2024	05/07/2024
Identifier Of Mr Madan Mohan Gupta, Mrs Rita Gupta, Mr Manthan Gupta, Mr Madan Mohan Gupta, Mrs Rita Gupta, Mr Manthan Gupta			

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Mahajati Nagar No.5, Mouza: Agarpara, , Ward No: 9, Holding No:16 JI No: 11, Pin Code : 700109

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1228, LR Khatian No:- 1930	Owner:মদন মোহন গুপ্তা , Gurdian:রাসেশ্বর গুপ্তা, Address:নিজ , Classification:বাড়, Area:0.09000000 Acre,	Mr Madan Mohan Gupta
L2	LR Plot No:- 1228, LR Khatian No:- 1931	Owner:রীতা গুপ্তা, Gurdian:মদন মোহন গুপ্তা, Address:নিজ , Classification:বাড়, Area:0.08000000 Acre,	Mrs Rita Gupta
L3	LR Plot No:- 1228, LR Khatian No:- 1932	Owner:মদন গুপ্তা, Gurdian:মদন মোহন গুপ্তা, Address:নিজ , Classification:বাড়, Area:0.08000000 Acre,	Mr Manthan Gupta

Endorsement For Deed Number : I - 152404967 / 2024

On 05-07-2024

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

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

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

Presented for registration at 14:00 hrs on 05-07-2024, at the Office of the A.D.S.R. SODEPUR by Mr Madan Mohan Gupta , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,35,02,504/-

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

Execution is admitted on 05/07/2024 by 1. Mr Madan Mohan Gupta, Son of Late Rameshwar Gupta, 12,M.M.Feeder Road, P.O: Ariadaha, Thana: Belghoria, , North 24-Parganas, WEST BENGAL, India, PIN - 700057, by caste Hindu, by Profession Business, 2. Mrs Rita Gupta, Wife of Mr Madan Mohan Gupta, 12,M.M.Feeder Road, P.O: Ariadaha, Thana: Belghoria, , North 24-Parganas, WEST BENGAL, India, PIN - 700057, by caste Hindu, by Profession Business, 3. Mr Manthan Gupta, Son of Mr Madan Mohan Gupta, 12,M.M.Feeder Road, P.O: Ariadaha, Thana: Belghoria, , North 24-Parganas, WEST BENGAL, India, PIN - 700057, by caste Hindu, by Profession Business

Indetified by Mr Arajit Dutta, , , Son of Mr Ashoke Dutta, A.K.Mukherjee Road, P.O: Noapara, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 05-07-2024 by Mr Madan Mohan Gupta, Director, RAMESHWATI REALTORS PRIVATE LIMITED (Private Limited Company), 5,Kumud Ghosal Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057

Indetified by Mr Arajit Dutta, , , Son of Mr Ashoke Dutta, A.K.Mukherjee Road, P.O: Noapara, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by profession Law Clerk

Execution is admitted on 05-07-2024 by Mrs Rita Gupta, Director, RAMESHWATI REALTORS PRIVATE LIMITED (Private Limited Company), 5,Kumud Ghosal Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057

Indetified by Mr Arajit Dutta, , , Son of Mr Ashoke Dutta, A.K.Mukherjee Road, P.O: Noapara, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by profession Law Clerk

Execution is admitted on 05-07-2024 by Mr Manthan Gupta, Director, RAMESHWATI REALTORS PRIVATE LIMITED (Private Limited Company), 5,Kumud Ghosal Road, City:- , P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057

Indetified by Mr Arajit Dutta, , , Son of Mr Ashoke Dutta, A.K.Mukherjee Road, P.O: Noapara, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

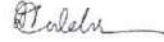
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/07/2024 1:33PM with Govt. Ref. No: 192024250106844861 on 05-07-2024, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CVBILD2 on 05-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1328, Amount: Rs.100.00/-, Date of Purchase: 13/05/2024, Vendor name: R Pal
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/07/2024 1:33PM with Govt. Ref. No: 192024250106844861 on 05-07-2024, Amount Rs: 39,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CVBILD2 on 05-07-2024, Head of Account 0030-02-103-003-02



Debjani Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2024, Page from 142836 to 142875
being No 152404967 for the year 2024.



Debjani Halder

Digitally signed by DEBJANI HALDER
Date: 2024.07.05 15:48:52 +05:30
Reason: Digital Signing of Deed.

(Debjani Halder) 05/07/2024

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.**