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प्रत्यमेव स्था

Rs. 100

ONE JUNDRED RUPEES

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Certified that the document is admitted to Registration. The signature sheet and the endorsement sheets attached with this document are the Part of this document.

ADDL. DIST. SUB-REGISTRAN

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2 9 APR 2025

DEVELOPMENT AGREEMENT

1. Date: 29th April 2025

2. Place: Bishnupus

3. Parties:

3.1 <u>DEBNARAYAN</u> <u>DAS</u> KARMAKAR [PAN.

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2 9 APR 2025

BOJPK1565L], [AADHAAR NO. 580827688743], [D.O.B.: 17.02.1988] & [MOBILE NO. 8918483751], son of Late Sunil Das Karmakar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Bishnupur Station Road, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722122, West Bengal.

Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns and nominee or nominees) of the ONE PART.

#### AND

OM SAI CONSTRUCTION [PAN: AAHFO9577B], [DATE OF FORMATION/INCORPORATION: 22.03.2022], a Registered Partnership Firm, having its office address at Hatiara, Ghosh Dutta Para, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Managing Partner namely SWAPAN MUKHERJEE [PAN: AEWPM8694J], [AADHAAR NO. 965062560347], [D.O.B.: 16.09.1964] [MOBILE NO. 7980772329], son of Late Sudhin Mukherjee, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Swasti Apartment (Pubali), I/H-15A, Aswini Nagar, P.O. Aswini Nagar, P.S. Baguiati, Kolkata - 700159, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

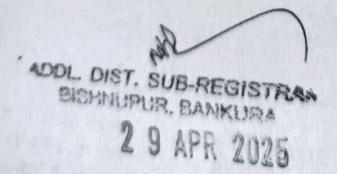
Landowner and the Developer collectively Parties and individually Party.

## NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

- 4. Subject Matter of Development :
- 4.1 Development Project & Appurtenances:
- 4.1.1 Project Property: ALL THAT piece and parcel of a demarcated plot of vacant Bastu land marked as "Ka", measuring 4.144 (Four Point One Four Four) Decimals equivalent to 02 (Two) Cottah 08 (Eight) Chittack

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O (Zero) sq.ft. comprised in L.R. Dag No. 253/557, under R.S. Khatian No. 400. L.R. Khatian No. 4018 (in the name of Debnarayan Das Karmakar, Landowner herein). Iying and situated at Mouza - Jamunabandh C.L. No. 97. Re. Sa. No. 1664. Touzi No. 871, P.S. Bishnupur, ADS R.O. Bishnupur, within the local limit of Bishnupur Municipality, in ward No. 16, Pm - 722122 in the District - Bankura, in the State of West Bengal and which is more fully described in the First Schedule hereinafter antien.

- BACKGROUND, REPRESENTATIONS AND COVENANTS :
- Representations and Warranties Regarding Title: The Landowner has made the following representation to the Developer regarding title.
- CHAIN OF TITLE REGARDING ABSOLUTE OWNERSHIP OF DEBNARAYAN
  DAS KARMAKAR, LANDOWNER HEREIN, IN RESPECT OF THE FIRST
  SCHEDULE PROPERTY, IS AS FOLLOWS:
- 5.1.1.1 Absolute Ownership of Jnan Ranjan Mukherjee: One Jnan Ranjan Mukherjee was the absolute owner of Bastu land measuring 90 (Ninety) Decimals more or less out of land measuring 115 (One Hundred Fifteen) Decimals more or less out of the total land in dag measuring 471 (Four Hundred Seventy One) Decimals more or less, lying and situated at Mouza Jamunabandh, J.L. No. 97, Re.Sa. No. 1664, Touzi No. 871, P.S. Bishnupur, comprised in R.S. Dag No. 253/557, L.R. Dag No. 253/557, under R.S. Khatian No. 400, L.R. Khatian No. 490, in the District Bankura, West Bengal, along with other lands in different dags, by receiving from one Phanibhushan Mukhopadhyay, son of Late Kedar Nath Mukhopadhyay, by the strength of a Registered Deed of Gift, which was registered on 31.01.1983, registered in the office of the Sub-Registrar, Bishnupur, Bankura, and recorded in Book No. I, Volume No. 3, Pages 145 to 148, being Deed No. 179 for the year 1983.
- 5.1.1.2 Demise of Jnan Ranjan Mukherjee: While in absolute possession, the said Jnan Ranjan Mukherjee died intestate on 04.01.2013, leaving behind his wife namely Aloka Mukherjee, and three sons namely (1) D Mukhopadhyay (a) Devasish Mukhopadhyay, (2) Anjan Mukherjee & (3) Sudip Mukherjee, as his heirs and successors in interest in respect of the aforesaid property, left by the said Jnan Ranjan Mukherjee, since deceased.

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- 5.1.1.3 Demise of Aloka Mukherjee: While in absolute possession, the said Aloka Mukherjee, wife of Late Jnan Ranjan Mukherjee, died intestate on 28.03.2023, leaving behind her aforesaid three sons namely (1) D Mukhopadhyay (a) Devasish Mukhopadhyay, (2) Anjan Mukherjee & (3) Sudip Mukherjee as her heirs and successors in interest in respect of her share in the aforesaid plot of land, left by the said Aloka Mukherjee, since deceased, in the estate of the said Jnan Ranjan Mukherjee, since deceased.
- Mukhopadhyay, (2) Anjan Mukherjee & (3) Sudip Mukherjee: Thus on the basis of the aforesaid facts and circumstances and on the basis of inheritance received from their deceased father, Jnan Ranjan Mukherjee and their deceased mother, Aloka Mukherjee, the said (1) D Mukhopadhyay (a) Devasish Mukhopadhyay, (2) Anjan Mukherjee & (3) Sudip Mukherjee, Landowners herein, have jointly become the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 90 (Ninety) Decimals more or less, lying and situated at Mouza Jamunabandh, J.L. No. 97, Re.Sa. No. 1664, Touzi No. 871, P.S. Bishnupur, comprised in R.S. Dag No. 253/557, L.R. Dag No. 253/557, under R.S. Khatian No. 400, L.R. Khatian No. 490, in the District Bankura, West Bengal. alongwith other lands, and each having possessed undivided 1/3rd share in the aforesaid property.
- Mukhopadhyay a Devasish Mukhopadhyay. (2) Anjan Mukherjee & (3) Sudip Mukherjee have recorded their names in the record of the L.R. Settlement in following way:

ALC:	LE Ing No.	L.R. Khatian No.
I Muki padinan u desakati Muki padinan	253/557	3529
Atjan Mukherjee	253/557	3530
Sudip Mukherjee	234/337	3531

5.1.1.6 Gift by the said (1) D Mukhopadhyay a Devasish Mukhopadhyay, (2) Anjan Mukherjee & (3) Sudip Mukherjee to the present Owner, Debnarayan Das Karmakar: The said (1) D Mukhopadhyay (a) Devasish Mukhopadhyay, (2) Anjan Mukherjee & (3) Sudip Mukherjee out of their ownership, jointly gifted a demarcated plot of Bastu land marked as "Ka",

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land measuring 02 (Two) Cottah 08 (Eight) Chittack equivalent to 4.144 (Four Point One Four Four) Decimal, comprised in L.R. Dag No. 253/557, under R.S. Khatian No. 400, L.R. Khatian No. 490 corresponding to L.R. Khatian Nos. 3529 (in the name of D Mukhopadhyay (a) Devasish Mukhopadhyay), 3530 (in the name of Anjan Mukherjee) & 3531 (in the name of Sudip Mukherjee), lying and situated at Mouza - Jamunabandh, J.L. No. 97, Re. Sa. No. 1664, Touzi No. 871, P.S. Bishnupur, A.D.S.R.O. Bishnupur, within the local limit of Bishnupur Municipality, in Ward No. 16, Pin 722122, in the District - Bankura, in the State of West Bengal, to the present landowner herein, Debnarayan Das Karmakar, by the strength of a Registered Deed of Gift, registered on 18.09.2024, in the office of the A.D.S.R. Bishnupur, Bankura, and recorded in Book No. I, Volume No. 0103-2024, Pages 228756 to 228772, being Deed No. 010304999 for the year 2024.

- 5.1.1.7 Absolute Ownership of Debnarayan Das Karmakar under Deed No. 010304999 for the year 2024: Thus on the basis of the aforesaid Registered Deed of Gift, being Deed No. 010304999 for the year 2024, the said Debnarayan Das Karmakar, Landowner herein, has become the absolute owner of the aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 02 (Two) Cottah 08 (Eight) Chittack equivalent to 4.144 (Four Point One Four Four) Decimal, comprised in L.R. Dag No. 253/557, under R.S. Khatian No. 400, L.R. Khatian No. 490 corresponding to L.R. Khatian Nos. 3529, 3530 & 3531, lying and situated at Mouza Jamunabandh, J.L. No. 97, Re. Sa. No. 1664, Touzi No. 871, P.S. Bishnupur, A.D.S.R.O. Bishnupur, within the local limit of Bishnupur Municipality, in Ward No. 16, Pin 722122, in the District Bankura, in the State of West Bengal, morefully described in the First Schedule hereunder written.
- 5.1.1.8 L.R. Record: After receiving the aforesaid land, the said Debnarayan Das Karmakar, Landowner herein has recorded his name in the L.R. Settlement, in L.R. Khatian No. 4018
- 6. DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE AND REGISTERED DEVELOPMENT POWER OF ATTORNEY:
- 6.1 Desire of Development & Acceptance: The said Debnarayan Das Karmakar, Landowner herein, has expressed his desire to develop ALL

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THAT piece and parcel of a demarcated Bastu land marked as "Ka", measuring 02 (Two) Cottah 08 (Eight) Chittack equivalent to 4.144 (Four Point One Four Four) Decimal, comprised in L.R. Dag No. 253/557, under R.S. Khatian No. 400, L.R. Khatian No. 4018 (in the name of Debnarayan Das Karmakar, Landowner herein), lying and situated at Mouza - Jamunabandh, J.L. No. 97, Re. Sa. No. 1664, Touzi No. 871, P.S. Bishnupur, A.D.S.R.O. Bishnupur, within the local limit of Bishnupur Municipality, in Ward No. 16, Pin - 722122, in the District - Bankura, in the State of West Bengal, which is more fully described in the First Schedule hereunder written by constructing G+4 building/s thereon, and the Developer herein has accepted the said proposal and the Landowner has decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

Agreement: For the smooth running of the said project, the said Debnarayan Das Karmakar, Landowner herein, has agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the said Landowner herein, has appointed and nominated one the said Om Sai Construction, Developer herein, as his Constituted Attorney, to act on behalf of the Landowner.

#### 7. **DEFINITION**:

- 7.1 Building: Shall mean G+4 building/s so to be constructed on the schedule property.
- 7.1.1 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 7.1.2 Saleable' Space: Shall mean the space within the building, which is to be available as an unit/flat/shops/garages for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.

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- Landowner's Allocation: Shall mean the consideration against the project by the Landowner, which is more fully described in Second Schedule hereunder written.
- 7.1.4 Developer's Allocation: Shall mean all the remaining area of the proposed G+4 building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written hereinbelow.
- 7.1.5 Architect/Engineer: Shall mean such person or persons being appointed by the Developer.
- 7.1.6 Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 Building Plan: Shall mean such plan which will be sanctioned by the concerned authority/authorities and/or revised sanctioned plan for the construction of the G-4 building, which will be sanctioned by the concerned authority authorities.
- 7.1.8 Built Up Area/Lockable Area: Here Built up area Lockable area means the area in which the flat has been built. It includes carpet area of the unit plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 Total Covered Area: Here total covered area means, built up/lockable area of the unit plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.10 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus 25% of service area.

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### 8. LANDOWNER'S RIGHT & REPRESENTATION :

- 8.1 Indemnification regarding Possession & Delivery: The Landowner is seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 8.1.1 Free From Encumbrance: The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

#### 9. DEVELOPER'S RIGHTS:

- Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 9.1.1 Right of Construction: The Landowner hereby grants permission an exclusive rights to the Developer to build new building/s upon the schedule property.
- 9.1.2 Construction Cost: The Developer shall carry total construction work of the building at it's own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.
- 9.1.3 Sale Proceeds of Developer's Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholely will be taken by the Developer and issue money receipt in his/their own names but without creating any liability on the Landowner.

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- 9.1.5 Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 9.1.6 **Profit & Loss**: The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 Possession to the Landowner: On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 9.1.8 Possession to the intending purchaser/s: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.
- 9.1.9 **Deed of Conveyance**: The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner.

#### 10. CONSIDERATION :

10.1 Permission against Consideration: The Landowner grants permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

#### 11. DEALING OF SPACE IN THE BUILDING :

- 11.1 Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with the Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- 11.1.1 Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with

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exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

#### 12. NEW BUILDING :

- 12.1 Completion of Project: The Developer shall at it's own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 12.1.1 Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats/shops/garages therein on ownership basis and as mutually agreed upon.
- 12.1.2 Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context and in this respect as well as on that accounts.
- Municipal Taxes & Other Taxes of the Property: The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay and will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Developer's Allocation only AND on the contary, the Landowner will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owner's Allocated Portion or Owner's Allocation only.



12.1.4 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

## 13. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :

- Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the authority being provided to that effect.
- 13.1.1 Payment of Municipal Taxes: Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.
- 13.1.2 Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

### 14. <u>COMMON RESTRICTION</u>:

14.1 Restriction of Landowner and Developer in common: The Landowner's Allocation in the building shall be subject to the same restriction and use

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as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-

- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 14.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

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- 14.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 14.1.8 The Landowner shall permit the Developer and his/their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

#### 15. LANDOWNER'S OBLIGATION :

No Interference: The Landowner hereby agree and covenant with the Developer: (i) not to cause any interference or hindrance in the construction of the building by the Developer. (ii) 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 allocated portion in the building. (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

#### 16. DEVELOPER'S OBLIGATIONS :

- 16.1 Time Schedule of Handing Over Landowner's Allocation: The Developer hereby agree and covenant with the Landowner to handover Landowner's Allocation within 48 (Forty Eight) months from the date of sanctioning the building plan from the concerned authority. The Landowner also permit the Developer a grace period of 6 (Six) months more to handover the Landowner's Allocation.
- 16.1.1 **Penalty**: If the Landowner's Allocation will not be delivered within the stated period, then the Developer shall be liable to pay Rs.1,000/- (Rupees One Thousand only) per month to the Landowner as demurrage.



No Violation: The Developer hereby agree and covenant with the Landowner: [i] not to violate or contravenes any of the provisions of rules applicable to construction of the said building. (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

#### 17. LANDOWNER'S INDEMNITY:

- 17.1 Indemnity: The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.
- DEVELOPER'S INDEMNITY: The Developer hereby undertake to keep the Landowner: (i) indemnified against third party claiming and actions arising out of any sort of act of ommission or commission of the Developer in relation to the construction of the said building. (ii) against all actions, stats costs proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

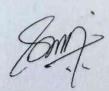
#### MISCELLANEOUS :

- 19.1 Contract Not Partnership: The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- 19.1.1 Not specified Premises: It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such



legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- 19.1.2 Not Responsible: The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 Process of Issuing Notice: Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.4 Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 19.1.5 Name of the Building: The name of the building will be given by developer after consulting with the Landowner in due course.
- 19.1.6 Right to borrow fund: The Developer shall be entitled to borrow money at his/their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly



agreed and understood that in no event the Landowner nor any of his estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 19.1.7 **Documentation**: The Landowner delivered all the photo copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.
- 19.1.8 Electrical Transformar: The Electrical Transformar will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformar will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformar in the project within the stated period of handing over the possession and under no circumstances, the Landowner and purchaser/s of the building/s will blame and will take any steps on this point to the developer.

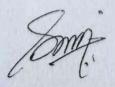
#### 20. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the force majeure.

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

#### 21. DISPUTES :

Disputes or differences in relation to or assising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:



Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place: The place of arbitration shall be Bishnupur, Bankura only.

Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

#### 22. JURISDICTION:

In connection with the aforesaid arbitration proceeding, only the District Judge, Bankura, and the Hon'ble High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

## THE FIRST SCHEDULE ABOVE REFERRED TO [Description of Land]

\*Ka", measuring 4.144 (Four Point One Four Four) Decimals equivalent to 02 (Two) Cottah 08 (Eight) Chittack 0 (Zero) sq.ft., comprised in L.R. Dag No. 253/557, under R.S. Khatian No. 400, L.R. Khatian No. 4018 (in the name of Debnarayan Das Karmakar, Landowner herein), lying and situated at Mouza - Jamunabandh, J.L. No. 97, Re. Sa. No. 1664, Touzi No. 871, P.S. Bishnupur, A.D.S.R.O. Bishnupur, within the local limit of Bishnupur Municipality, in Ward No. 16, Pin - 722122, in the District - Bankura, in the State of West Bengal. The said vacant plot is butted & bounded as follows:-

ON THE NORTH : L.R. Dag No. 253/557 (P). ON THE SOUTH : L.R. Dag No. 253/557 (P).
ON THE EAST : L.R. Dag No. 253/557 (P).

ON THE WEST : 15 feet to 25 feet Wide Metal Road.

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Contd......18

## THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION: The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by constructing a G+4 building over and above the same will be entitled to have the allocation in the manner as follows:

## The Landowner's Allocation will be allotted as follows :-

- 1. The Landowner will get:
  - (i) 1200 (One Thousand Two Hundred) Square Feet more or less or covered area with two shutters [excluding proportionate area of common spaces like stairs, lift & lobby areas of that particular floor] in form of commercial area, to be allotted from Ground Floor, in Block-B.
  - (ii) 1000 (One Thousand) Square Feet more or less or covered area [excluding proportionate area of common spaces like stairs, lift & lobby areas of that particular floor] in form of residential area, to be allotted from First Floor, in Block-B.

The units will be given from the proposed building, so to be constructed by the Developer on the schedule land mentioned in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said proposed building.

Later on, after preparation of the Floor Plan, the said flat/commercial space will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to Landowner along with a Supplementary Development Agreement/s denoting the said units within the purview of the Landowner's Allocation.

 It is also'settled that except the Landowner's Allocation as described above, the other constructed areas of the said proposed building will exclusively be treated as Developer's Allocation.

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Contd...... 19

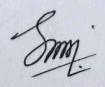
- The Landowner received a sum of Rs.1,000/- (Rupees One Thousand only) as non-refundable amount, at the time of executing of this instrument from the developer.
- 4. The flats/commercial spaces will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
- 5. The Landowner herein gives permission to amalgamate the land with his neighbour's plot of land. The area of Landowner's Allocation receivable by the Landowner as described above would remain unchanged as mentioned.
- 6. There is no monetary transaction between Landowner and the Developer herein except the said Rs.1000/- (Rupees One Thousand only) as mentioned above in regard of this instant Development Agreement.

## THE THIRD SCHEDULE ABOVE REFERRED TO [Developer's Allocation]

**DEVELOPER'S ALLOCATION**: Shall mean all the remaining portion of the total constructed area in the building in form of self contained flats/shops/commercial spaces/garages (excluding Landowner's Allocation as described above) together with undivided proportionate share of land, common areas, common amenities and common facilities and common parts of the building/s, and the said property absolutely shall be the property of the Developer.

# THE FOURTH SCHEDULE ABOVE REFERRED TO [Specifications]

- 1. **Brick Work:** External Wall 8/5 inch thick with cement mortar (1:6) using first class brick. Partition Wall 5/3 inch thick brickwork with cement mortar in proportion (1:6) by using 1st class bricks.
- Plaster: Wall Plaster Outside surface 12mm thick (1:6 cement mortar), Inside Plaster 12 mm thick (1:6 cement mortar). Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before ceiling plastering.
- 3. Stair Case: Staircase will be finished with good quality marble or vitrified tiles and mild steel/brick railling.
- 4. **Drainage:** The drainage connection will be done as per approved drawing of BM with very good quality material as approved by the Architects, Rain water pipes will be 6"/4" dia made of supreme or equivalent brand.



Contd.....20

- Roof Treatment: Good quality material will be laid on roof or plain cement concrete with necessary admisture.
- 6. Side Passage: Will have I.P.S. flooring laid under flat brick soling.
- Water Supply: Water supply with high quality pumps and motors will be made available.
- 8. **Electrical**: Separate meters for the entire flat will be provided upon payment of security deposit to WBSEDCL. Electrical mains etc. will be provided with good quality copper wire.
- 9. Painting & Finishing: Outside face of external walls will be finished with high quality weather coat. Windows, gates and grills will be painted with two coats of enamel paints over two coats of primer.

#### Flats:

The Flats will be completed and finished as follows:

- Brick Work: External Walls 8/5 inch thick brick work with cement mortar
  in proportion (1:6) by using 1st class bricks. Partition Walls 5/3 inch thick
  with cement mortar in proportion (1:4) by using 1st class brick, providing
  wire mesh as required for 3 inth wall.
- Plaster: Wall Plaster Outside surface 12mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar). Ceiling Plaster 6 mm thick (1:4 cement mortar). Proper chipping will be made before wall and ceiling plastering.
- Floor of Rooms & Toilets: As per specification of the Developer (Vectified Tiles) flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
- 4. Toilet Walls: Upto 6'-6" finished with white/light coloured ceramic tiles with sanitary fittings.
- 5. Doors: Door frames will be made of good quality Shal wood. Hot pressed flush door will be provided in all door. Hatch bolt/Cylindrical lock in the door for main room and night latch for the main door of the flat will be provided.
- Windows: Fully Aluminium windows with glass fittings and standard handle.
- 7. Sanitary Fittings in Toilets: The following will be provided:
  - a) Tap and shower arrangements.
  - b) White/light coloured wash basin made of procelain.
  - c) White/light coloured European type water closet made of procelain.



Contd.....21

- d) Water pipe line.
- e) Hot and cold water line (only common bath room).
- f) Provision for installation of Geysers (only common bath room).
- Kitchen: Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 4'-0" feet above the cooking platform.
- 9. Electrical Points & Fittings: Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided. Only one A.C. point will be provided in the master bed room of the flat.

#### Commercial spaces/shops:

The Commercial spaces/shops will be completed and finished as follows:

- 1. Brick Work: External Walls 8/5 inch thick brick work with cement mortar in proportion (1:6) by using 1st class bricks. Partition Walls 5/3 inch thick with cement mortar in proportion (1:4) by using 1st class brick, providing wire mesh as required for 3 inth wall.
- Plaster: Wall Plaster Outside surface 12mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar). Ceiling Plaster - 6 mm thick (1:4 cement mortar). Proper chipping will be made before wall and ceiling plastering.
- Floor: Vectified Tiles will be used for flooring.
- 4. Shutter : Shutter/s will be provided in the Commercial space/shop.
- Electrical Points & Fittings: Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later.

### Painting & Finishing:

External walls will be finished with weather coat. Internal walls will be finished with good quality P.O.P. Wall Putty will be done inside.

Lift: Lift facility will be provided in the building.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

Josep.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

#### SIGNED, SEALED AND DELIVERED

by the parties at Bishnupur in the presence of:

1. Georgian Dande S/O. Lote Tarose chand Baranje Roghumats Sayer Buthbur Banevra.

Somm Dey Sto. LT. Gopal Ch Dey Vall-Po-Hat Knithnanafar FI- pattasayer DT- Bark Wra- 722206

Drafted By inayou Juan Law Cont, Barosal Parath Principal Judge Cont, Barosal

For Pinaki Chattopadhyay & Associates

Advocates,

Sangita Apartment, Ground Floor, Teghoria Main Road,

Kolkata - 700157.

Ph.: 9830061809.

Composed By:

Jayashree Mondal,

Teghoria Main Road,

Kolkata - 700157.

Debracayan Das Karmakar

Landowner

Sweeton Undhugir Om Sai Construction

Represented by its Managing Parnter
Swapan Mukherjee

Developer/Attorney

Contd.....23

#### MEMO OF CONSIDERATION

Received on or before the date of execution of execution of this present Development Agreement, a non-refundable sum of Rs. 1,000/- (Rupees One Thousand Only) from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Mode of Payment	<u>Date</u>	Bank & Branch	Amount
Cng No - 000437	29-04-25	JC 9C Bomt Br. Chinospook	1000 2

### Witnesses :-

1. Gurdan Bang S/o tate- torote chand Barrigin Roghumots Soyer Bishrupun Bernere

Samir Dey Sto- LT. Gopal Ch Dey PS- potrafayer

Ort - Benk Cra - 722206 Debnarayan Das Karmak

Debnarayan Das Karmakar

Landowner

#### DEVELOPMENT AGREEMENT

#### BETWEEN

Debnarayan Das Karmakar Landowner

Om Sai Construction

Developer

#### Drafted By

Pinaki Chattopadhyay & Associates

Advocate

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph.: 9830061809



#### Composed By

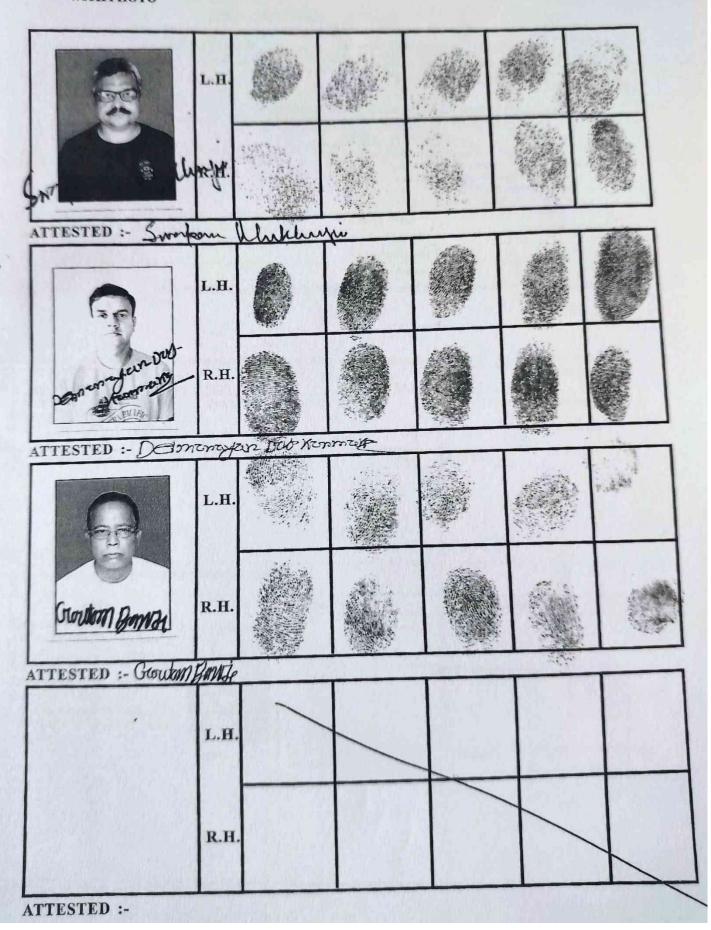
Jayashree Mondal

Teghoria Main Road

Kolkata - 700157

SIGNATURE OF THE PRESENTANT / EXECUTANT / SELLER / BUYER / CLAIMANT WITH PHOTO

UNDER RULES 44A OF THE LR. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS



#### Major Information of the Deed

Deed No:	1-0103-01801/2025	Date of Registration	29/04/2025	
Query No / Year 0103-2000907458/2025		Office where deed is registered		
Query Date	03/04/2025 1:44:22 PM	A.D.S.R. BISHNUPUR,	District: Bankura	
Applicant Name, Address & Other Details	PINAKI CHATTAPADHYA SANGEETA APRT, TEGHORIA BENGAL, PIN - 700157, Mobile N	M,Thana : Baguiati, District : No. : 9749044962, Status :Adv	lorth 24-Parganas, WEST	
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,000/-]		
Set Forth value		Market Value		
	CONTRACTOR OF THE PARTY OF	Rs. 14,51,519/-		
Stampduty Paid(SD)	THE RESERVE OF THE PARTY OF THE	Registration Fee Paid		
Rs. 5,041/- (Article:48(g))	THE WALL PROPERTY OF	Rs. 85/- (Article:E, E,	E,)	
Remarks	Received Rs. 50/- (FIFTY only ) from the applicant for issuing the assement slip area)		g the assement slip.(Urb	

#### Land Details:

District: Bankura, P.S:- Bishnupur, Municipality: BISHNUPUR, Mouza: Jamunabandh, JI No: 97, Pin Code: 722122

Sch	Piot Number	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
NUMBER OF	LR-253/557 (RS :- )		Commerci		4.144 Dec		14,51,519/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
7	Grand	Total:			4.144Dec	0 /-	14,51,519 /-	

#### Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signat	ture	
1	Name	Photo	Finger Print	Signature
	Mr DEBNARAYAN DAS KARMAKAR (Presentant ) Son of Late SUNIL DAS KARMAKAR Executed by: Self, Date of Execution: 29/04/2025 , Admitted by: Self, Date of Admission: 29/04/2025 ,Place : Office	Sec.	Captured	Desninger stouring
		29/04/2025	29/04/2025	25/04/2025

BISHNUPUR STATION ROAD, City:- Not Specified, P.O:- BISHNUPUR, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8, PAN No.:: BQxxxxxx5L, Aadhaar No: 58xxxxxxxx8743, Status: Individual, Executed by: Self, Date of Execution: 29/04/2025, Admitted by: Self, Date of Admission: 29/04/2025, Place: Office

#### Developer Details:

SI	Name, Address, Photo, Finger print and Signature	

OM SAI CONSTRUCTION

HATIARA, GHOSH DUTTA PARA, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Date of Incorporation:XX-XX-2XX2, PAN No.:: AAxxxxxX7B,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		
91	Mr SWAPAN MUKHERJEE Son of Late SUDHIN MUKHERJEE Date of Execution - 29/04/2025, , Admitted by: Self, Date of Admission: 29/04/2025, Place of Admission of Execution: Office		Captured	Sup-anang		
		Apr 29 2025 1:12PM	LTI 29/04/2025	29/04/2025		

SWASTI APARTMENT (PUBALI), I/H-15A, ASWINI NAGAR, City:- Not Specified, P.O:- ASWINI NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700159, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4, PAN No.:: AExxxxxxx4J, Aadhaar No: 96xxxxxxxxx0347 Status: Representative, Representative of: OM SAI CONSTRUCTION (as PARTNER)

#### Identifier Details:

Name	Photo	· Finger Print	Signature
Mr GOUTAM BANERJEE Son of Mr TARAKCHAND BANERJEE BISHNUPUR, City:- Not Specified, P.O:- BISHNUPUR, P.S:-Bishnupur, District- Bankura, West Bengal, India, PIN:- 722122	Gran I	Captured	- Chan exi
	29/04/2025	29/04/2025	29/04/2025

Transfer of property for L1				
SI.No	From	To. with area (Name-Area)		
1	Mr DEBNARAYAN DAS KARMAKAR	OM SAI CONSTRUCTION-4.144 Dec		

## Land Details as per Land Record

Sch	Plot & Khatian	nicipality: BISHNUPUR, Mouza: Jamunaba	andh, Jl No: 97, Pin Code: 722122
No	Number	Details Of Land	Owner name in English
L1	LR Plot No:- 253/557, LR		as selected by Applicant
	Khatian No:- 4018	Owner: ক্ৰেন্ডালন নাম কৰ্মকাল, Gurdian স্থান নাম কৰ্মকাল, Address:বিক্ষুৱ ক্ৰেন্ড লাম Classification:বাল, Area:0.04000000 Acre,	

## Endorsement For Deed Number: I - 010301801 / 2025

#### On 29-04-2025

## 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

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

Presented for registration at 11:50 hrs on 29-04-2025, at the Office of the A.D.S.R. BISHNUPUR by Mr DEBNARAYAN DAS KARMAKAR , Executant.

### 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 14,51,519/-

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

Execution is admitted on 29/04/2025 by Mr DEBNARAYAN DAS KARMAKAR, Son of Late SUNIL DAS KARMAKAR, BISHNUPUR STATION ROAD, P.O. BISHNUPUR, Thana: Bishnupur, , Bankura, WEST BENGAL, India, PIN-722122, by caste Hindu, by Profession Business

Indetified by Mr GOUTAM BANERJEE, , , Son of Mr TARAKCHAND BANERJEE, BISHNUPUR, P.O: BISHNUPUR, Thana: Bishnupur, , Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by profession Business

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

Execution is admitted on 29-04-2025 by Mr SWAPAN MUKHERJEE, PARTNER, OM SAI CONSTRUCTION (Partnership Firm), HATIARA, GHOSH DUTTA PARA, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr GOUTAM BANERJEE, , , Son of Mr TARAKCHAND BANERJEE, BISHNUPUR, P.O: BISHNUPUR, Thana: Bishnupur, , Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by profession Business

Certified that required Registration Fees payable for this document is Rs 85.00/- ( B = Rs 50.00/- ,E = Rs 35.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 85/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/04/2025 5:32PM with Govt. Ref. No: 192025260035176098 on 25-04-2025, Amount Rs: 85/-, Bank: SBI EPay (SBIePay), Ref. No. 8896324367737 on 25-04-2025, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,041/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,941/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 794, Amount: Rs.100.00/-, Date-of Purchase: 02/04/2025, Vendor name:

Suranjan Mukherjee Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/04/2025 5:32PM with Govt. Ref. No: 192025260035176098 on 25-04-2025, Amount Rs: 4,941/-, Bank: SBI EPay ( SBIePay), Ref. No. 8896324367737 on 25-04-2025, Head of Account 0030-02-103-003-02



JOYDEEP MUKHOPADHYAY ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BISHNUPUR

Bankura, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0103-2025, Page from 145981 to 146011
being No 010301801 for the year 2025.



N

Digitally signed by JOYDEEP MUKHOPADHYAY Date: 2025.06.17 15:20:32 +05:30 Reason: Digital Signing of Deed.

(JOYDEEP MUKHOPADHYAY) 17/06/2025 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BISHNUPUR West Bengal.