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Notary, Civil & Criminal Jurisdiction
West Bengal, North 24 Parganas

25 SEP 2024

DEED OF DEVELOPMENT
AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on this 25th
day of September, Two Thousand and Twenty Four, in Christian Era.

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SRI APU KUNDU (PAN- AGVPK3726E) son of *Late* Debdas Kundu, by Caste Hindu, by Nationality Indian, by Occupation Business, resident of 80/3/1, Mulajore Road, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, hereinafter called and referred to as the 'LAND OWNER/VENDOR First Party (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include his heirs, executors, representatives, administrators and assigns) of the **ONE PART.**

A N D

M/s. OLIVIA CONSTRUCTION a Partnership Firm (PAN - AAJFO0202H) having its registered office at 80/3, Mulajore Road, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, It's Partners **1. SRI APU KUNDU** (PAN- AGVPK3726E) son of *Late* Debdas Kundu, by Caste Hindu, by Nationality Indian, by Occupation Business, resident of 80/3/1, Mulajore Road, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, **2. SRI SWAPAN KUMAR KUNDU** (PAN - IMVPK6246P) son of *Late* Nepal Chandra Kundu, by Faith Hindu, by Nationality Indian, by Occupation Business, at present resident of 66, Binapani Pathagar Path, Post Office Authpur, P.S. Jagaddal, District North 24-Parganas, Pin -743128, West Bengal, **3. SRI RAHUL KUMAR RAJBHAR** (PAN -BOZPR6213Q) son of *Late* Lal Chand Rajbhar, by Faith Hindu, by Nationality Indian, by Occupation Business, at present resident of Holding No. 14/1, B.L. No. 19/B, Guptar Bagan, Post Office & P.S. Jagaddal, District North 24-Parganas, Pin -743125, West Bengal, hereinafter called and referred to as the **DEVELOPERS/SECOND**

PARTY (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-Office, executors, administrators, and legal representatives and assigns) of the **ONE PART**.

NOW THIS DEED OF AGREEMENT FOR DEVELOPMENT WITNESSETH that the parties hereto have mutually agreed to do the following acts, deeds and things.

WHEREAS One Idu Mia son of Late Sk. Ali Mia, was the absolute owner in respect of 10 Decimal land and another landed properties, Thereafter One Akshoy Kumar Das son of Late Baikuntha Kumar Das was purchased in respect of **3 (Three) Cottahs equivalent to 05 Decimal of Bastu land**, out of 10 Decimal dated 13.02.1963, contained in R.S. Dag No. 83/393 land measuring .88 Acre of Danga Land, under R.S. Khatian No. 127/2, lying and situated at Mouza Sundia, J.L. No. 14, Ressa No. , Touzi No. 1193, P.S. Jagaddal, within the Jurisdiction of Additional District Sub-Registrar at Naihati, within the limit of Bhatpara Municipality, District North 24-Parganas, from his vendor Idu Mia son of Late Sk. Ali Mia, and the same was registered and recorded in Book No.1, Volume No. 16, Pages 194 to 196, Being No. 01103 at the office of the Sub-Registrar at Naihati, for the year 1963;

AND WHEREAS another One Jyoshoda Kumar Paul son of Late Purna Chandra Paul was purchased in respect of **3 (Three) Cottahs equivalent to 05 Decimal of Bastu land**, out of 10 Decimal dated 27.07.1962, contained in R.S. Dag No. 83/393 land measuring .88 Acre of Danga Land, under R.S. Khatian No. 127/2, lying and situated at Mouza Sundia, J.L. No. 14, Touzi No. 1193, P.S. Jagaddal, within the Jurisdiction of Additional District Sub-Registrar at Naihati, within the limit of Bhatpara Municipality, District North 24-Parganas, from

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his vendor Idu Mia son of Late Sk. Ali Mia, and the same was registered and recorded in Book No.1, Volume No. 83, Pages 58 to 60, Being No. 9107 at the office of the Sub-Registrar at Naihati, for the year 1962;

AND WHEREAS Thereafter the said Jyoshoda Kumar Paul and others by virtue of a registered deed of sale dated 18.04.1967 in favour of Rangana Sundari Das wife of Akshoy Kumar Das in respect of the said property and the same was registered at the office of the Sub-Registrar at Naihati, and recorded in Book No.1, Volume No. 34, Pages 51 to 52, Being No. 2347 for the year 1967;

AND WHEREAS the said Akshoy Kumar Das and Rangana Sundari Das both of them were purchased the above mentioned two separate sale deeds in respect of 10 Decimal landed property togetherwith Tiles shed structure standing thereon, the said owners seized and possessed thereon;

AND WHEREAS thereafter the said Akshoy Kumar Das and his wife Rangana Sundari Das both of them died intestate leaving behind their two sons namely Sri Naresh Chandra Das and Nityananda Das were the absolute joint owner of their parents inherited property in respect of 10 Decimal of Bastu landed property togetherwith Tiles shed structure standing thereon;

AND WHEREAS the said Nityananda Das of his parents inherited half share by virtue of a registered deed of sale dated 05.04.1991 in favour of his brother Naresh Chandra Das, and the same was registered at the office of the Sub-Registrar at Naihati, and recorded in Book No.1, Volume No. 37, Pages 359 to 364, Being No. 2136, for the year 1991;

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AND WHEREAS after purchasing the said Naresh Chandra Das was the owner in respect of 10 Decimal of Bastu land togetherwith R.T. shed structure standing thereon, of his parents inherited half share and also gifted half share and he recorded his name in L.R. Record of rights and got New L.R. Khatian No. 1712 and L.R. Dag No. 533 and 535, and also Mutated his name in Local Bhatpara Municipality and paid to the relevent Khajna and Taxes upto date in respect of the said property;

AND WHEREAS the said Naresh Chandra Das son of Late Akshoy Kumar Das by virtue of a registered deed of sale (Bengali Kobala) dated 30.06.2023 sold unto Sri Apu Kundu son of Debdas Kundu the present First Party /Land Owner herein in respect of ALL THAT piece and parcel of Bastu land 08.77 Decimal out of measuring 6 (Six) Cottahs equivalent to 10 Decimal of Bastu land togetherwith 100 Square feet R.T. shed structure standing thereon, contained in R.S. Dag No. 83/393 corresponding to L.R. Dag No. 533 and 535, under R.S. Khatian No. 127/2 corresponding to L.R. Khatian No. 1712, lying and situated at Mouza Sundia, J.L. No. 14, Ressa No. , Touzi No. 1193, P.S. Jagaddal, within the Jurisdiction of Additional District Sub-Registrar at Naihati, within the limit of Bhatpara Municipality, Ward No. 15. Mulajore Road, District North 24-Parganas, and the same was registered at the office of the Additional District Sub-Registrar at Naihati, and recorded in Book No.I, Volume No. 1507, Pages 131082 to 131099, Being No. 06884, for the year 2023;

AND WHEREAS after purchasing the aforesaid property the said Apu Kundu became the absolute owner of the aforesaid property seized and possessed thereon, he recorded his name in L.R. record of rights and got New L.R. Khatian No. 1713, and also Mutated his name in Local Bhatpara Municipality and paid to the relevent Khajna and Taxes upto date in respect of the said property;

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AND WHEREAS the land Owner/First party was the absolute owner in respect of ALL THAT piece and parcel of Bastu land measuring as per physical possession 08.77 Decimal of Bastu land in Two Dags, togetherwith 1675 Square feet R.T. shed structure standing thereon, contained in R.S. Dag No. 83/393 corresponding to L.R. Dag No. 533 land measuring 05.85 Decimal land AND contained in R.S. Dag No. 83/393 corresponding to L.R. Dag No. 535 land measuring 02.92 Decimal land, under R.S. Khatian No. 127/2 corresponding to OWN L.R. Khatian No. 1713, lying and situated at Mouza Sundia, J.L. No. 14, Touzi No. 1193, P.S. Jagaddal, within the Jurisdiction of Additional District Sub-Registrar at Naihati, within the limit of Bhatpara Municipality, Ward No. 15. Mulajore Road, Holding No. 80/3 District North 24-Parganas, more-fully described in the schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein;

AND WHEREAS the land Owner/First party was the absolute owner of the said property and paid to relevent Taxes upto date in respect of the same, ALL THAT piece and parcel of land measuring 08.77 Decimal, togetherwith building, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein;

AND WHEREAS the land Owner/First party was the absolute owner of the said property mutated his name in Local Bhatpara Municipality, and paid to relevent Taxes upto date in respect of the same, all that piece and parcel of land measuring 08.77 Decimal

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togetherwith building, more-fully described in the Schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein.

AND

AND WHEREAS being the owner in such possession, the land owners/First party have decided to construct a Ground +3 storied residential building, comprised of several separate flats/units, through an experienced builder/developer at the cost of the builder/developer in and over the below Schedule "A" land by demolishing the old structure standing thereon and, consequently, have declared his aforesaid decision.

AND

WHEREAS, the Developer/Second Party, having previous experience in the construction of building at its cost, has approached the land Owner/First party to appoint the developer/Second party as "**BUILDER & DEVELOPER**" to construct the proposed Ground+3 Storied residential building Sanctioned by the Bhatpara Municipality and considering the approach of the developer/Second party, the land Owner/First party have agreed, by accepting the proposal, to appoint the Developer/Second party as "**BUILDER & DEVELOPER**" to construct, at the cost of the developer/ Second party, the proposed Ground +3 Storied residential building sanctioned by the Bhatpara Municipality, dated 24.05.2024 **Sanctioned Plan No. SWS-OBPAS.2108/2023/2109** in and over the below Schedule "A" land after dismantling the existing standing structure.

WHEREAS it is to be made clear that the First Party (LAND OWNER/VENDOR) and the Second Party (Developer) are Partnaers in the proposed construction work upon the scheduled "A" property mentioned here after.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance, the parties of both the parts have entered into this Deed of Agreement to record the terms and conditions as agreed by and between themselves and also bind themselves with the said terms and conditions as hereinafter appearing;

ARTICLE: I-DEFINATION

A. That the word "LAND OWNER" shall mean **SRI APU KUNDU** son of Sri Debdas Kundu and his heirs, executors, successors, legal representatives, administrators and assigns.

B. That the word "DEVELOPER" shall mean **M/s. OLIVIA CONSTRUCTION** a Partnership Firm having its registered office at resident of 80/3/1, Mulajore Road, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, its Partners **1. SRI APU KUNDU** son of Sri Debdas Kundu, by Caste Hindu, by Nationality Indian, by Occupation Business, resident of 80/3/1, Mulajore Road, Post Office Kankinara, Police Station- Jagaddal Hal Bhatpara, District North 24-Parganas, Pin 743126, West Bengal, **2. SRI SWAPAN KUMAR KUNDU** son of Sri Nepal Chandra Kundu, by Faith Hindu, by Nationality Indian, by Occupation Business, at present resident of 66, Binapani Pathagar Path, Post Office Authpur, P.S. Jagaddal, District North 24-Parganas, Pin -743128, West Bengal, **3. SRI RAHUL KUMAR RAJBHAR** son of Sri Lal Chand Rajbhar, by Faith Hindu, by Nationality Indian, by Occupation Business, at present resident of Holding No. 14/1, B.L. No. 19/B, Guptar Bagan, Post Office & P.S. Jagaddal, District North 24-Parganas, Pin -743125, West Bengal;

C. That the word "LAND" shall mean all that piece and parcel of 10 Decimal land as described in the Schedule "A" below.

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D. That the word "BUILDING" shall mean G+3 Multi Storied building or any other storied to be approved by the Bhatpara Municipality.

E. That the word "BUILDING PLAN" shall mean the plan including renewal revised and/or modified for the construction of the building duly approved/sanctioned by the Bhatpara Municipality.

F. That the word "COMMON FACILITIES/AREA" shall mean the facilities and area as are described in the Schedule "C" herein below.

G. That the word "SALEABLE SPACE" shall mean the space in the proposed building available for the developer/Second party as DEVELOPER'S ALLOCATION.

**ARTICLE: II - RIGHTS AND OBLIGATIONS OF THE LAND OWNER/
FIRST PARTY**

A. That the land owner/First party shall be entitled to get as OWNER'S ALLOCATION, in consideration of having agreed to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct as its cost the proposed G+3 Storied residential building sanctioned by the Bhatpara Municipality in and over the below Schedule "A" land after dismantling the existing standing structure and in lieu of the said land and structure, the Flat/Premises as fully described in the Schedule "B" below and the monetary benefit as hereinafter appearing.

B. That the land owner/first party shall have no claim in the existing old structure after the below schedule "A" property is handed over to the developer/ second party for the proposed construction of the building by demolishing the old structure and the land owner/ first party shall raise no objection in the event of demolishing the old structure by the developer/ second party at its own cost and also in the event of taking/selling the demolished materials by the developer / Second party;

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C. That the land owner/ first party shall execute a General Power of Attorney simultaneously with the execution of the present indenture, authorizing the developer /second party and empowering its partner to do all acts, deeds in relation to construct the proposed building on the land mentioned in schedule "A" below and to make agreement/s with the intending buyer/s of respective flats except Flats/premises comprised in OWNER'S ALLOCATION. The land owners /first party shall have no right to revoke the said General Power of Attorney till the date of fulfilment/completion of each and every terms and conditions of the present indenture. That the said General Power of Attorney shall under no circumstances create/give rise to in favour of the developer / second party the power to sale the right title and interest of the land owners /first party in the proposed building.

D. In case any dispute arises between the parties on the first part and second part, either of the parties shall have the right to seek arbitration in the matter as per arbitration and conciliation Act, 1984, as amended till date.

That the land owners /first parties shall have to sign on the proposed building plan including revised or modified plan to be prepared by the developer/second party for sanctioning/approving by the Bhatpara Municipality, other applications, deeds and documents to be required by the developer/second party from time to time for smooth running of proposed construction work. That the land owner/first party shall act and extend all sorts of co-operation for completion of building within the stipulated period, as hereinafter appearing. That the land owner/first party shall provide the original documents with regard to the Schedule "A" property to the developer/second party as and when required by the developer/second party for any purpose in connection with the proposed construction work and shall be returned by the developer/second party on the fulfilment of the particular purpose.

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E. That all dealing by the developer/ second party in respect of the construction of the proposed building shall be in the name of the land owner/first party but the land owner/First party shall have no liability, responsibility whatsoever in case of any untoward happenings during the course of construction of the proposed building by the developer/ Second party.

F. That the land owner/ first party declare that he have good right and full power and absolute authority to enter into this agreement with the developer/ second party and the land owner/first party hereby undertake to indemnify and keep indemnified the developer/second party from and against any and all third party claims, actions and demands whatsoever in respect of the land in and over which the proposed construction shall be made. The land owner/first party declare that the land described in the Schedule "A" below is free from all encumbrances, charges, lispence whatsoever and the said land is not affected by Urban Land (Ceiling & Regulations) Act, 1976 and neither affected under any acquisition or requisition by any Government or Non-government authority concerned nor it is affected by any scheme of alignment. The land owner/first party have got saleable and marketable right, title and interest over the Schedule "A" property and they undertake not to create any encumbrances and charges on the said land otherwise in the manner stated hereinabove.

G. That the land owner/first party hereby agreed and covenant with the developer/second party not to cause any interference or hindrance in the process of construction of the proposed building by the developer/second party.

H. That the land owner/first party hereby agreed and covenant with the developer/second party not to do any act or thing whereby the

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developer/second party shall be prevented from selling, assigning and/or disposing of the DEVELOPER'S ALLOCATION, hereinafter appearing, in the proposed new building.

ARTICLE : 3 - RIGHTS AND OBLIGATIONS OF THE DEVELOPER/SECOND PARTY

A. That the developer/Second party shall be entitled to get as DEVELOPERS ALLOCATION, in consideration of construction as "BUILDER & DEVELOPER" at its own cost the proposed Ground +3 Stories residential building or any other storied as to be sanctioned by the Bhatpara Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said monetary investment, the Flat/Premises/ area in the proposed new building save and except the Flat/Premises/area comprised in OWNER'S ALLOCATION.

B. That the developer/second party shall be entitled to demolish the existing structure, standing on the said land upon which the new building shall be constructed getting the vacant possession of the same and shall be entitled to retain the sale proceeds of the demolished building materials;

C. That the developer/ second party hereby granted by the land owner/first party the right to construct the proposed Ground +3 Storied residential building or any other storied as to be sanctioned by the Bhatpara Municipality in and over the below schedule "A" land after dismantling the existing standing structure in accordance with the Building Plan to be sanctioned by the appropriate authority.

D. That the developer/ second party shall prepare the Building Plan for construction of the proposed G+3 Multi Storied building sanctioned

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by the Bhatpara Municipality in and over the below Schedule "A" land after dismantling the existing standing structure at its own cost, if necessary a revised or modified Building Plan for G+3 Storied building sanctioned by the Bhatpara Municipality at its own cost and shall submit the same duly signed by the land owner/first party or by the constituted attorney of the land owner/first party to the Bhatpara Municipality for sanction/approval.

E. That the developer/ second party shall bear all the costs/charges to be payable to the Bhatpara Municipality for obtaining approved Building Plan. The developer/second party shall also pursue and shall give its utmost effort for sanctioning the Building Plan and the land owner/first party shall not in any way create any obstruction in such procedure.

F. That the developer/second party shall bear all costs in constructing the proposed building in accordance with the sanctioned/approved Building Plan and the land owner/ first party shall have no liability to bear any amount in the process of construction of the said proposed building.

G. That the developer/second party shall appoint Architect, masons workmen/labours at its own choice and shall bear all expenses therefore. The land owner/first party shall have the right to inspect the work progress at any reasonable time and shall have the right to complain in case of any irregularities in the process of said construction work.

H. That the developer/second party shall have the right to get temporary electric connection from the concerned authority and to get other facilities which shall be required for smooth functioning of the construction work and the land owner/first party shall have to execute

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necessary paper to that effect if required. The consumption charges of existing electric connection, if used by the developer/ second party, shall be paid by the developer/ second party.

I. That the developer/second party shall be exclusively entitled to the DEVELOPER'S ALLOCATION in the new building with exclusive right to transfer the same to the third parties without affecting the right and interest of the land owner/first parties in the said new building and the land owner/first party shall have no right to disturb in any way the process of transferring by the developer/ second party its allocation to the third party provided the developer/ second party delivers possession to the land owner/first party her allocation in respect of Flat/Premises and also fulfils the condition of monetary benefit as enumerated in Schedule "B" hereunder, before selling any portion of DEVELOPER'S ALLOCATION to intending purchaser's by the developer/second party the land owner/ first party shall be liable to execute and register proper deeds, at the cost of the intending purchaser/s or at the cost of the developer/ second party, in favour of any person/s as per direction of the developer/ second party.

J. That the DEVELOPER'S ALLOCATION shall include the proportionate and indivisible share of the land upon which the new building shall stand and shall also include the common facilities and area, hereinafter appearing, the said proposed new building.

K. That the developer/Second party shall pay and bear the required taxes in respect of the property mentioned in Schedule "A" below as from the date of taking possession of the same and the developer/ second party shall bear the requisite fees for getting the property mutated in the name of the land owner/first party.

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L. That the developer/ second party shall inform in writing the land owner/first party, as soon as the building plan is sanctioned by the Bhatpara Municipality, as to the number of storey that would be sanctioned by the Bhatpara Municipality in the proposed building plan to be submitted for approval.

ARTICLE: 4 - CONDITION/ STIPULATED PERIOD FOR DELIVERY OF FLAT/ PREMISES, COMPRISED IN THE OWNERS ALLOCATION, TO THE LAND OWNER/ FIRST PARTY BY THE DEVELOPER/ SECOND PARTY

A. That the developer/second party shall deliver the allotted flat/premises, comprised in the owners allocation, to the land owner/first party within 24 (twenty four) months from the date of sanction of building plan of the proposed building by the Bhatpara Municipality. In case the developer fails to deliver the proposed land owners allocated flats within the ripulated period, the land owner shall be duly compensated. That the developer/second party shall take all reasonable steps for getting the said building plan sanctioned at the earliest by applying the same without any delay with the execution of the present indenture and the land owner/ first party shall, if asked by the developer/second party, shall cooperate with the developer/second party in this regard. The time of completion of the proposed building shall be strictly observed and followed being the "ESSENCE OF THE CONTRACT", subject to the unavoidable circumstances beyond the control of the developer/second party, preventing carrying on the construction work, like flood, earth-quake, riot, indefinite strike, serious labour problems in general etc., or any other unavoidable circumstances due to the Act of God, and in the event the developer/second party shall not be liable for breach of contract due to suspension of the present indenture during the period continuance of

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such unavoidable circumstances as additional time for completion of the proposed building as well as additional time for delivering the allotted flat/premises, comprised in the owner's allocation, to the land owner/first party.

B. That as soon as the proposed building is completed on the land of the land owner/first party within the time as mentioned above, the developer/ second party shall issue 15 days notice to the land owner/ first party asking them to take possession of the flats/ premises, comprised in the owners allocation, in the said new building and the land owner/first party shall take possession of their flat/premises within such period from the developer/ second party.

C. That on completion of the proposed building as well as delivery of the flat/premises, comprised in the owner's allocation, to the land owner/first party by the developer/ second party, the land owner/ first party shall execute and register sale deed in favour of the Third party/ Buyers of the flats from the DEVELOPER'S ALLOCATION in the said new building on the request and demand of the developer/ second party and the developer/ second party shall have all right to realize the total consideration at its sweet will and in that event the land owner/ first party shall have no right to claim any amount as share of the consideration. The land owner/first party shall have no right to nominate/choose the said Third party/ Buyers of the flats from the DEVELOPER'S ALLOCATION.

ARTICLE : 5 - MATERIALS TO BE USED FOR CONSTRUCTION OF THE PROPOSED BUILDING

That the Developer/Second party shall construct the proposed building with standard materials having I.S.I and under good supervision and also according to specification of Flat, more-fully described in the schedule "D" below, for the flat/premises comprised in

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owners allocation. The developer/ second party shall have all responsibility to use the building materials. The land owner/first party shall not be liable for any defect in respect of the use of the building materials.

ARTICLE: 6 - CONSIDERATIONS TO BE MADE BY THE DEVELOPER/ SECOND PARTY TO THE LAND OWNER/FIRST PARTY

That in consideration of having agreed to appoint the developer/ second party as "BUILDER & DEVELOPER" to construct at its own cost the proposed G+3 Multi Storied residential building sanctioned by the Bhatpara Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said land and structure, the land owner/first party shall be entitled to get

- 1) Entire Ground Floor except stair and Lift and Common area;**
- 2) Commercial First Floor Flat area about 59.26 Square mtr. i.e. 638 Square feet (Approx.) in frontside West facing Road, North, South, West facing** from the developer/Second Party of his flats separately in the following manner of the proposed G+3 Multi storied residential building sanctioned by the Bhatpara Municipality, of "A" Schedule property AND The Developer shall have the right to sell and/or transfer his/their **another Total Flats separately of entire allocation except the allocation** of the owner.

That the developer shall have absolute right to execute agreement with the intending purchaser/purchasers of the Flats other than the share of Second party owner and can make registration in the Office of Additional sub-Registrar at Naihati or any where as applicable and present the Instrument for sale before the Registration Office and to do all the necessary works in respect of the sale and registration.

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ARTICLE: 7 RESTRICTIONS

- A. That the developer/second party shall abide all laws, rules and regulations of Government Local Bodies and other authorities and shall remain answerable and responsible for any deviation violation and for breach of any laws, building rules and regulations.
- B. That the land owner/first party shall have no right to obstruct or shall not be the cause of any hindrance in the process of construction work by any manner whatsoever.
- C. That the land owner/ first party, being the land owner, shall not be permitted to carryon any illegal and/or immoral trade or activity or create any nuisance from his portion of allocation in the proposed new building causing hazard to the other occupiers of the said building from the developer's allocation and shall also not disturb the other occupiers of the said building in enjoying his separate flat/unit peacefully and in the same fashion the developer/Second party shall make sure that the land owner/First party shall not be disturbed in peaceful enjoyment of his allocation by the other occupiers of the said new building.
- D. That the land owner/first party, being the land owner, shall not be permitted to damage any portion of the new building causing material defect in the same and in the same fashion the developer/second party shall make sure that the other occupier of the said new building from developer's allocation shall not damage any portion of the new building causing material defect in the same.
- E. That the land owner/ first party shall abide by all bye laws, rules and regulations of associations/society that may be formed by the other owners of flat in the said new building.

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F. That the land owner/ first party shall not be permitted to transfer/alienate the developer's allocation or any part thereof to any person/s by any means such as sale, gift, lease, mortgage etc., and shall also not be able to let-out the same and/or create any charge thereon.

G. That the parties of both the parts hereof shall abide by all the terms and conditions of the present indenture to give the ultimate shape of the purpose of the present indenture and in case of default, the defaulting party shall be liable for damage and compensation for breach of contract.

ARTICLE: 8 - LIABILITY/ RESPONSIBILITY OF THE DEVELOPERS :

A. That the Income Tax clearance in respect of sale or transfer of flat and other space from the developer's allocation shall be borne by the developer/ second party and the land owner/first party shall have no responsibility to bear any income tax or any other taxes or charges in the present project.

B. That it shall be the liability and responsibility of the developer/ second party to obtain building completion certificate of the proposed new building from the Bhatpara Municipality at its own cost.

C. That only the developer/ second party and not the land owners / first parties shall remain liable to the third party for any breach of commitment by the developer/Second party with the third party concerned.

D. After execution of the present indenture if any third party create any obstruction, court case etc., land owner/First party shall have no liability to bear any amount for this purpose, and the developer/ second party shall bear all costs including litigation expenses.

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ARTICLE: 9 - INDEMNITIES

A. That the land owner/First party shall only keep the right, title and interest upon their allotted flats, more-fully described in the schedule "B" below, and the land owner/First party shall have all right to get separate holding number for their allotted flats from Bhatpara Municipality at their own cost and in the same way the developer/second party and the Third Party/Buyers shall keep the right, title and interest upon the rest portion/s of the said building and shall have all the right to get separate holding number/s respectively from Bhatpara Municipality at their own cost.

B. That the land owner/first party hereby undertake that the developer/ second party shall be exclusively entitled to enjoy the DEVELOPER'S ALLOCATION without any interference and/or disturbance by the land owner/First party provided the developer/ Second party performs its part with regard to the present indenture.

C. That the developer/ second party hereby undertakes to keep the land owner/First party indemnified against all third parties claim arising out of any act or omission from the part of the developer/ second party. The developer/ second party hereby also undertakes to keep the land owner/first parties indemnified against all actions, suits, costs, proceedings and claims that may arise with regard to the development of the proposed building.

ARTICLE: 10 - GENERAL CLAUSES

A. That the land owner/first parties and the developer/second party have entered into the present indenture purely as a contract and nothing contained herein shall be deemed to be construed as partnership as between the land owner/first party and the developer /second party.

S. Minu

- B. That nothing contained in the present indenture shall create any right, title and interest in favour of the developer/second party in respect of the schedule "A" property save and except the right to use the schedule "A" property for construction of the proposed building at the cost of the developer/second party in consideration of the DEVELOPERS ALLOCATION.
- C. That the developer/second party shall not create any financial liability on the land owner/first party or shall not be entitled to create any sort of charges on the schedule "A" property in the event of taking/borrowing money from any financial institution for the purpose of construction of the proposed building through financial help.
- D. That the developer/ second party shall have the right to advertise the project under these presents at its own cost for publicity of the same by affixing signboard, hoarding etc. in and around the schedule "A" property during the subsistence of the present indenture.
- E. That proposed building shall be a residential building only.
- F. That the developer/ second party has entered into the present indenture with the land owner/first party after being satisfied about the proper and absolute title of the land owner/ first party.
- G. That the developer/ second party shall not be able to engage any other builder/ developer for construction of the proposed building and, thereby, shall not be entitled to transfer the benefit of the present indenture.
- H. That the land owner/ first party shall enter into the agreement for sale with respective buyer/s of flat/s comprised in DEVELOPERS ALLOCATION, being the land owners, as per request and demand by the developer /second party.

S. Anir

I. That all expenses incidental to the present indenture and the requisite Stamp Duty and Registration Charges with regard to the transfer of ownership of the respective flat/s comprised in DEVELOPERS ALLOCATION, shall be borne by the developer/Second party or its nominees or by the respective buyer/s;

J. That the present indenture shall be deemed to have commenced with effect from the date of execution of the same.

K. That the execution of the General Power of Attorney by the land owner/first party in favour of the developer/ second party, simultaneously with the execution of the present indenture, shall not in any manner create any financial or legal liability upon the land owner/ first party or shall not transfer any right, title and interest of the land owner/ first party in respect of the schedule "A" property to and in favour of the developer/ second party. The execution of the said General Power of Attorney shall only be for smooth functioning of the present project which is the subject matter of the present indenture.

L. The present indenture shall bind all the legal heirs, successors, successors-in-office, executors, representatives of the parties of both the parts hereof.

SCHEDULE "A" ABOVE REFERRED TO :

(Description of the land on which the proposed
building shall be constructed),

ALL THAT piece and parcel of Bastu land measuring 08.77 Decimal of Bastu land in Two Dags, togetherwith 1675 Square feet R.T. shed structure standing thereon, contained in R.S. Dag No. 83/393 corresponding to L.R. Dag No. 533 land measuring 05.85 Decimal land AND contained in R.S. Dag No. 83/393 corresponding to L.R. Dag No. 535 land measuring 02.92 Decimal land, under R.S. Khatian No.

S. Chinn

127/2 corresponding to OWN L.R. Khatian No. 1713, lying and situated at Mouza Sundia, J.L. No. 14, Touzi No. 1193, P.S. Jagaddal, within the Jurisdiction of Additional District Sub-Registrar at Naihati, within the limit of Bhatpara Municipality, Ward No. 15. Mulajore Road, Holding No. 80/3, District North 24-Parganas; The land is butted and bounded as follows:-

- ON THE NORTH : 12' Feet wide Municipal Road and
H/o. Gokul Chandra Paul,
L/o. Apu Kundu,
L/o. Narayan Chakraborty.
- ON THE SOUTH : H/o. Anil Kumar Dey.
- ON THE EAST : H/o. Apu Kundu & Amar Saha.
- ON THE WEST : 40 Feet wide Mulajore Road,
H/o. Gokul Ch. Paul (L.R. Dag No. 534),

SCHEDULE "B" ABOVE REFERRED TO :

(Description of the owner's allocation in the proposed new building)

The land owner/first party get 1) **Entire Ground Floor except stair and Lift and Common area; 2) Commercial First Floor Flat area about 59.26 Square mtr. i.e. 638 Square feet (Approx.) in frontside West facing Road, North, South, West facing** from the developer/Second Party of Sale Proceeds out of Total Construction work allotted AND another the Second Party/Developer will get **another Total Flats seperately of entire except the allocation** of the owner, for the Party of the First Part, of the proposed new building identified by **"OLIVIA APARTMENT"** to be constructed on the Schedule -"A" land as aforesaid, together with proportionate undivided shares of said "A" schedule land measuring 08.77 Decimal, along-with the right of undivided proportionate interest in the common areas and facilities as fully described in the Schedule -"C" below, share of passage for ingress and egress of the building in according to the specification of building and flat described in schedule "D" below of the proposed new building.

B. Min

SCHEDULE-"C" ABOVE REFERRED TO :

(Description of common facilities, common areas and common users to be enjoyed by the land owner/first parties along-with their respective flats and with the other occupiers of the proposed building)

- 1) Common Passage of the Building, Road and pathways to be used as entrance to and exit from the flat to the Municipal Road without any interruption or hindrances whatsoever.
- 2) Staircases and landing on all floors;
- 3) Drainage, safety tank and soak pit well;
- 4) Installation of common services;
- 5) Lift;
- 6) Boundary wall and main gate;
- 7) Water pump, water supply, water pipes (in outer side);
- 8) Foundation, Plinth, Common Walls, Girders, Rafters and all other supporting structures including Drains, Sewers including top roof of the building;

SCHEDULE-"D" ABOVE REFERRED TO :

(Specification of Flat and Building)

1. Structure : R.C.C. Foundation and R.C.C. structure.
2. Brick work : 8"-5" outside 3"-5" inside partition wall (as Necessary).
3. Doors : Door frame of Saal wood, Door Shutter of Flash Door, Bathroom frame and Door of PVC.
4. Window : Grill fitted Sliding Aluminium window with full Glass.
5. Floor : All marble/tiles floor with 4" skirting on all sides
6. Toilet : Marble/Tiles floor and wall with white glazed Tiles upto 5" (Five feet) height.

S. Prasad

7. Kitchen : Kitchen slab of black stone and one sink of Stainless steel wall above slab upto 2" height with glazed tiles and marble floor and two taps.
8. Dining Room : One white Basin.
9. Electricals : 5 Points in each Bed Room and drawing cum Dining room, 2 points in toilet, 4 points in kitchen, 1 Bell point, exhaust hole and point, all concealed wiring.
10. Sanitary : (i) One white commode in Toilet, 3 water Points in toilet.
(ii) One white commode and two water points In W/C.
11. Painting : Inside wall with plaster of paris in each flat and Outside wall with cement paint.
12. Water supply : Common overhead tank and distribution of Water in each floor from down pipe of PVC From deep tube well through pump.
13. Staircase : Yellow mosaic white wash in staircase inside Wall.
14. Door Windows : Main doors shall be provided by one view
And Fittings Finder, Steel Aluminium Tower bolt, handle
And all inside doors provides with necessary Aluminium/steel fittings.
15. Bricks Quality :
16. Sand Quality :

The Annexed Site Plan and annexed sheets containing Photographs and Signatures along with finger impressions of the both party, as a part of this documents.

S. Bannay

IN WITNESS WHEREOF the parties of both the parts hereunto set and subscribed their respective hands on this deed of agreement on the day, month & year first above written.

WITNESS:---

1. *Subhabrata Biswas*
Writam

2. *Tapan Mukherji*

Apu kush

SIGNATURE OF THE LAND
OWNER/FIRST PARTY

Drafted & Prepared By :-

Subhabrata Biswas

SRI SUBHABRATA BISWAS

DEED WRITER,

A.D.S.R. OFFICE, NAIHATI,
Licence No. W.B.XII-38

OLIVIA CONSTRUCTION

Apu kush

Partner

OLIVIA CONSTRUCTION

Swapan Kumar Kundu
Partner

OLIVIA CONSTRUCTION

Rohul Kumar Raybhar

Partner

SIGNATURE OF THE DEVELOPERS
SECOND PARTY

Typed by :

Kartick Ch. Banerjee

SRI KARTICK CH. BANERJEE

37/1, Joy Ram Naya Bhusan Lane,
BHATPARA

SITE PLAN FOR DEVELOPMENT AGGREGMENT OF MOUZA: SUNDIA J.L NO.: 14, HOLDING NO.: 80/3, MULAJOORE ROAD, WARD NO.: 15, R.S. DAG:- 83/ 393, L.R. DAG NO:- 533, 535 R.S. KHATIAN NO: 127/ 2, L.R.: KHATIAN:- 1713, UNDER BHATPARA MUNICIPALITY, P.S : JAGADDAL, DIST :NORTH 24 PARGANAS.

SCALE: 1"=8'-0"

HOLDING NO	LAND AREA	R.S DAG	L.R DAG	R.S. KHATIAN	L.R. KHATIAN
83/ 1	5.85 SATAK	83/ 393	533	127/ 2	1713
	2.92 SATAK		535		
TOTAL LAND AREA	8.77 SATAK				

NAME OF DEVOLOPER

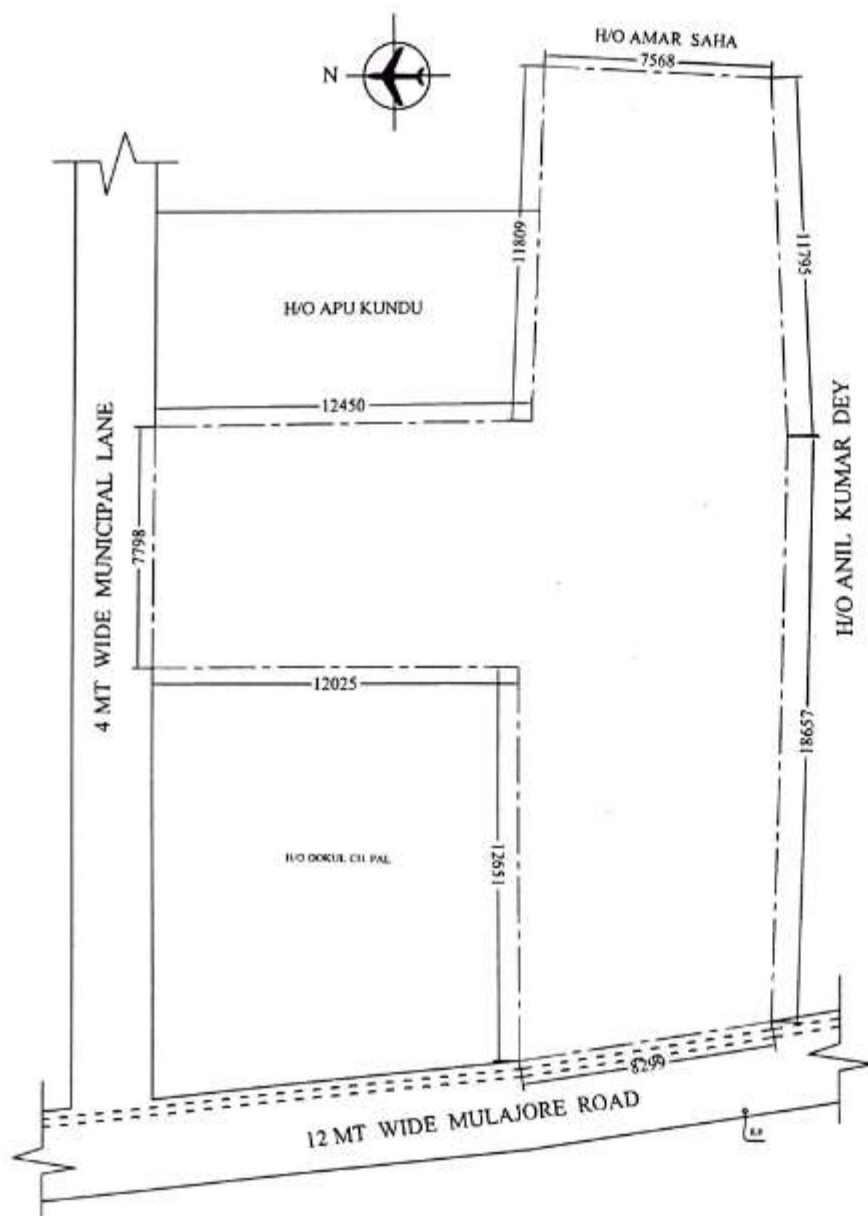
M/S. OLIVIA CONSTRUCTION PARTNER.

- 1) APU KUNDU
- 2) SWAPAN KUMAR KUNDU
- 3) RAHUL KUMAR RAJBHAR

NAME OF LAND OWNER'S

SRI. APU KUNDU

S/O. SRI. DEBDAS KUNDU



SIG. OF OWNER'S

OLIVIA CONSTRUCTION

Apur Kundu
Partner

OLIVIA CONSTRUCTION

Swapan Kumar Kundu
Partner

OLIVIA CONSTRUCTION

Rahul Kumar Rajbhar
Partner

SIG. OF DEVOLOPER

Shakeel Alam
Shakeel Alam

D.C.E.

L.B.S., Naihati Municipality

Regd. No.- LBS/NHT/241/2713619

DRAWN BY:

অতিরিক্ত জেলা অধিবাসক, নৈহাটী।

বাম হস্তের টিপ		নং ক্রেতা/বিক্রেতা, দাতা/গ্রহীতা		ডান হস্তের টিপ
	কনিষ্ঠা	স্বাক্ষর- <i>Apur Kundu</i>	কনিষ্ঠা	
	অনামিকা		অনামিকা	
	মধ্যমা		মধ্যমা	
	তর্জনী		তর্জনী	
	বৃদ্ধা	উক্ত বাম এবং ডান হস্তের টিপগুলি আমার	বৃদ্ধা	
		স্বাক্ষর-		
বাম হস্তের টিপ		নং ক্রেতা/বিক্রেতা, দাতা/গ্রহীতা		ডান হস্তের টিপ
	কনিষ্ঠা	স্বাক্ষর <i>Swapan Kumar Kundu</i>	কনিষ্ঠা	
	অনামিকা		অনামিকা	
	মধ্যমা		মধ্যমা	
	তর্জনী		তর্জনী	
	বৃদ্ধা	উক্ত বাম এবং ডান হস্তের টিপগুলি আমার	বৃদ্ধা	
		স্বাক্ষর-		

অতিরিক্ত জেলা অধিবাসক, নৈহাটী।

বাম হস্তের টিপ		নং ক্রেতা/বিক্রেতা, দাতা/গ্রহীতা		ডান হস্তের টিপ
	কনিষ্ঠা	স্বাক্ষর- Rahul Kumar Rajbhar  Rahul Kumar Rajbhar উক্ত বাম এবং ডান হস্তের টিপগুলি আমার স্বাক্ষর-	কনিষ্ঠা	
	অনামিকা		অনামিকা	
	মধ্যমা		মধ্যমা	
	তর্জনী		তর্জনী	
	বৃদ্ধা		বৃদ্ধা	
বাম হস্তের টিপ		নং ক্রেতা/বিক্রেতা, দাতা/গ্রহীতা		ডান হস্তের টিপ
	কনিষ্ঠা	স্বাক্ষর ফটো উক্ত বাম এবং ডান হস্তের টিপগুলি আমার স্বাক্ষর-	কনিষ্ঠা	
	অনামিকা		অনামিকা	
	মধ্যমা		মধ্যমা	
	তর্জনী		তর্জনী	
	বৃদ্ধা		বৃদ্ধা	



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



192024250224237568

GRN Details

GRN:	192024250224237568	Payment Mode:	SBI Epay
GRN Date:	25/09/2024 11:44:53	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6177119970615	BRN Date:	25/09/2024 11:45:21
Gateway Ref ID:	IGARWETWC6	Method:	State Bank of India NB
GRIPS Payment ID:	250920242022423755	Payment Init. Date:	25/09/2024 11:44:53
Payment Status:	Successful	Payment Ref. No:	2002514296/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Subhabrata Biswas
Address:	naihati
Mobile:	9830067398
Period From (dd/mm/yyyy):	25/09/2024
Period To (dd/mm/yyyy):	25/09/2024
Payment Ref ID:	2002514296/2/2024
Dept Ref ID/DRN:	2002514296/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002514296/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2002514296/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1507-09293/2024	Date of Registration	25/09/2024
Query No / Year	1507-2002514296/2024	Office where deed is registered	
Query Date	23/09/2024 2:06:54 PM	A.D.S.R. NAIHATI, District: North 24-Parganas	
Applicant Name, Address & Other Details	S Biswas Naihati,Thana : Naihati, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830067398, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 3/-		Rs. 51,79,830/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,020/- (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:- Jagaddal, Municipality: BHATPARA, Road: Mulajore Road, Mouza: Sundia, JI No: 14, Pin Code : 743126

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-533 (RS :-)	LR-1713	Bastu	Bastu	5.85 Dec	1/-	31,19,998/-	Width of Approach Road: 40 Ft.,
L2	LR-535 (RS :-)	LR-1713	Bastu	Bastu	2.92 Dec	1/-	15,57,332/-	Width of Approach Road: 40 Ft.,
		TOTAL :			8.77Dec	2 /-	46,77,330 /-	
	Grand Total :				8.77Dec	2 /-	46,77,330 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1675 Sq Ft.	1/-	5,02,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1675 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	1675 sq ft	1 /-	5,02,500 /-	

Land Details as per Land Record

District: North 24-Parganas, P.S:- Jagaddal, Municipality: BHATPARA, Road: Mulajore Road, Mouza: Sundia, JI No: 14, Pin Code : 743126

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 533, LR Khatian No:- 1713	Owner:অপু কুন্ডু, Gurdian:নবদাস , Address:বিজ , Classification:বাড়, Area:0.05850000 Acre,	Mr Apu Kundu
L2	LR Plot No:- 535, LR Khatian No:- 1713	Owner:অপু কুন্ডু, Gurdian:নবদাস , Address:বিজ , Classification:বাড়, Area:0.05400000 Acre,	Mr Apu Kundu

Endorsement For Deed Number : I - 150709293 / 2024

On 25-09-2024

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 11:47 hrs on 25-09-2024, at the Office of the A.D.S.R. NAIHATI by Mr Apu Kundu ,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 51,79,830/-

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

Execution is admitted on 25/09/2024 by Mr Apu Kundu, Son of Late Debdas Kundu, 80/3/1, Mulajore Road,, P.O: Kankinara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743126, by caste Hindu, by Profession Business

Indetified by Mr Tapan Mukherjee, . , Son of Mr Kamal Kanti Mukherjee, Naihati, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by profession Business

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

Execution is admitted on 25-09-2024 by Mr Apu Kundu, pratrners, OLIVIA CONSTRUCTION (Partnership Firm), 80/3, Mulajore Road,, City:- Not Specified, P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Indetified by Mr Tapan Mukherjee, . , Son of Mr Kamal Kanti Mukherjee, Naihati, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by profession Business

Execution is admitted on 25-09-2024 by Mr Swapan Kumar Kundu, Partner, OLIVIA CONSTRUCTION (Partnership Firm), 80/3, Mulajore Road,, City:- Not Specified, P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Indetified by Mr Tapan Mukherjee, . , Son of Mr Kamal Kanti Mukherjee, Naihati, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by profession Business

Execution is admitted on 25-09-2024 by Mr Rahul Kumar Rajbhar, Partner, OLIVIA CONSTRUCTION (Partnership Firm), 80/3, Mulajore Road,, City:- Not Specified, P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Indetified by Mr Tapan Mukherjee, . , Son of Mr Kamal Kanti Mukherjee, Naihati, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by profession Business

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 25/09/2024 11:45AM with Govt. Ref. No: 192024250224237568 on 25-09-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 6177119970615 on 25-09-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2511, Amount: Rs.5,000.00/-, Date of Purchase: 25/09/2024, Vendor name: S Samanta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/09/2024 11:45AM with Govt. Ref. No: 192024250224237568 on 25-09-2024, Amount Rs: 2,020/-, Bank: SBI EPay (SBIPay), Ref. No. 6177119970615 on 25-09-2024, Head of Account 0030-02-103-003-02



Pranab Kumar Poddar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
North 24-Parganas, West Bengal