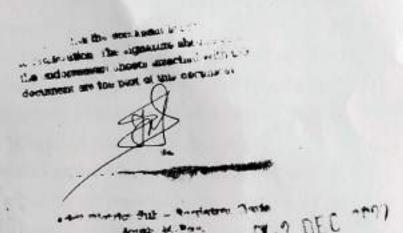


अन्तिभवका पश्चिम् बंगाल W



Development Agreement & Its Development

Power of Attorney

This Indenture is made on this 12th day of December, Two Thousand and Twenty Two (2022).

Between

the same and

Pamela Das

ALIPORE JUDGE COURT
Kolkata - 700 027



DEC 2002

Identified by me, Pamela Dur (Adv) Alipare Judger Court

- Smt. Dulurani Das, wife of Late Makhanlal Das, by faith Hindu, by Nationality

 Indian, by Occupation Housewife, Pan No. AWOPD4042K, Aadhar No. 247999229186.
- Shri Bappa Das, son of Late Makhanlal Das, by faith Hindu, by Nationality -Indian, by Occupation - Service, Pan No.- BTSPD8097E, Aadhar No.-513367031954.

Both residing at C-143, Rabindra Nagar, Rajpur Sonarpur (M), Police Station-Narendrapur, Post Office- Laskarpur, Kolkata- 700153 in the District of South 24 Parganas.

- Smt. Bebi Barik, wife of Sudhanghu Barik and daughter of Late Makhan Das, by faith - Hindu, by Nationality - Indian, by Occupation- Housewife, Pan No.-FKQPB2690C, Aadhar No.- 890420230304, residing at Peyara Bagan, Rajpur Sonarpur (M), Police Station- Narendrapur, Post Office- Laskarpur, Kolkata-700153 in the District of South 24 Parganas.
- Smt. Rubi Ghosh daughter of Late Makhanlal Das, by faith Hindu, by Nationality - Indian, by Occupation - Housewife, Pan No. - DMFPG1016Q, Aadhar No. - 669662699857, residing at Anandapally Pashchim, Purba Putiary, Purba Putiary, S.O. Kolkata - 700093, in the District of South 24 Parganas.

Hereinafter jointly called and referred to as the "Owners / Landlord" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respectful heirs, executors, administrators, legal representatives and/ or assigns) of the First Part.

And

Sunrise Construction, bearing Pan Card No. AEWFS3068N, a Partnership firm having its office at 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153; being represented by its partners namely, Sri Avijit Das son of Sri Sudhir Kumar Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan No. AGSPD8531F, Aadhar No. 845973151445 and Sri Sanjay Das Son of Sri Manmath Das, By Nationality - Indian, By Faith - Hindu, By Occupation - Business, Residing At 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan No. AUAPD1846P, Aadhar No. 578266032420.

Hereinafter called and referred to as the "Developer" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respected heirs, executors, administrators, legal representatives and/ or assigns) of the Second Part.

Whereas after the partition of India, a number of residents of the former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to the circumstances beyond their control.

And Whereas the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.

And Whereas a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

And Whereas one Makhan Lal Das (now deceased) son of Late Sashi Bhusan Das of LOP- 143 of Garia Laskarpur, G.S. Scheme, Police Station- Sonarpur, District- South 24 Parganas; was one of such person who had come to use and occupy a piece of land more fully described in the Schedule hereunder.

And Whereas said Makhan Lal Das (now deceased) being a refugee displaced from East Pakistan (now Bangladesh) jointly approached the Government of West Bengal for a plot of land for their rehabilitation.

And Whereas the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (now Bangladesh) acquired land in C.S. Dag No.-424 (P) of Mouza - Laskarpur in Police Station-Sonarpur, in the District 24 Parganas (South) under the provisions of L.D.P. Act, 1948 L.A. Act I of 1894 including the plot, acquired by the said Makhan Lal Das (now deceased).

And Whereas thereafter the Refugee Relief and Rehabilitation Department of Government of West Bengal through the Governor gifted All that piece and parcel of land measuring more or less 4 (Four) Cottahs; lying and situated at being marked in C.S. Dag No.- 424 (P), L.O.P. No. 143, J.L. No.57, of Mouza-Laskarpur in under the jurisdiction of Rajpur Sonarpur Municipal Ward No. 30 at Rajpur Sonarpur Municipal Holding No. 70, Road Name- Rabindra Nagar (West), Post Office – Laskarpur, Police Station- Sonarpur now Narendrapur, having it postal address- C-143, Rabindra Nagar, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas; unto and in favor of said Makhan Lal Das (now deceased) by virtue of a registered Deed of Gift dated 3rd April 1991, which was duly registered at the

Office of Additional District Registrar, Alipore, South 24 Parganas; and recorded in Book No. I, Volume No. 5, Pages from- 417 to 420, Being No. 605 for the year 1991.

And Whereas said Makhan Lal Das (now deceased) become the sole and absolute owner of All that piece and parcel of land measuring more or less 4 (Four) Cottahs and got their name mutated in the Rajpur Sonarpur Municipality being describing as Rajpur Sonarpur Municipal Holding No. 70, Road Name-Rabindra Nagar (West), having its Postal address C-143, Rabindra Nagar, Post Office – Laskarpur, Police Station- Sonarpur, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas; and pay all his taxes to the respected authority and authorities. And likewise constructed at 400 Sq.ft. Tin Shaded Structure for the better leaving of his family.

And Whereas said Makhan Lal Das (now deceased) while had been enjoying the above mentioned landed property without anybody's interruption said Makhan Lal Das (now deceased) died intestate on 12th October 2009; leaving behind his wife namely Smt. Dulurani Das, and one son namely, Shri Bappa Das and two married daughter namely Smt. Bebi Barik and Smt. Rubi Ghosh. Therefore the said Smt. Dulurani Das, Shri Bappa Das, Smt. Bebi Barik and Smt. Rubi Ghosh as the joint owners of the total undivided property measuring more or less 4 (Four) Cottahs together with structure standing thereon.

And Whereas said Smt. Dulurani Das, Shri Bappa Das, Smt. Bebi Barik and Smt. Rubi Ghosh became the joint owners of All that piece and parcel of landed property measuring 4 (Four) Cottahs more or less together with 400 Sq.Ft. Tin shaded Structure; lying and situated at being marked in C.S. Dag No.- 424 (P), L.O.P. No. 143, J.L. No.57, of Mouza- Laskarpur in under the jurisdiction of Rajpur Sonarpur Municipal Ward No. 30 at Rajpur Sonarpur Municipal Holding No. 70, Road Name- Rabindra Nagar (West), Post Office – Laskarpur, Police Station- Sonarpur now Narendrapur, having it postal address- C-143, Rabindra Nagar, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas. This is more fully and particularly described in the First Schedule hereunder written, hereinafter called and referred to as the said Premises. And hereinafter referred to as the said property

is free from all encumbrances, liens, lispendens, attachments, acquisition, alignment or trust of any nature whatsoever.

And Whereas the First Party / Landlord herein being joint owners of the said property measuring more or less 4 (Four) Cottahs together with 400 Sq.ft. Tin Shaded Structure; lying and situated at being marked in C.S. Dag No.- 424 (P), L.O.P. No. 143, J.L. No.57, of Mouza- Laskarpur in under the jurisdiction of Rajpur Sonarpur Municipal Ward No. 30 at Rajpur Sonarpur Municipal Holding No. 70, Road Name- Rabindra Nagar (West), Post Office – Laskarpur, Police Station- Sonarpur now Narendrapur, having it postal address- C-143, Rabindra Nagar, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas; desire to erect a new Multi Storied Building upon the same demised land consisting of self-contained Flats in the said building in different size with common areas and facilities for each residential Flat on the said Premises in accordance with the Building Plan to be the Sanction by Rajpur Sonarpur Municipality but being unable to implement their said desire due to the lack of the technical knowledge and finance, sought approached the Developer / Second Party herein.

And Whereas the Owners / First Part herein has agreed to deliver the vacant possession of the property hereinafter, referred to as the premises which is in their occupation and possession to the Developer for the construction purposes. And Whereas the Developer / Second Part herein in response to the proposal as aforesaid agreed to cause Development in the said of All That piece and parcel of land measuring 4 (Four) Cottahs together with 400 Sq.ft. Tin Shaded Structure; lying and situated at being marked in C.S. Dag No.- 424 (P), L.O.P. No. 143, J.L. No.57, of Mouza- Laskarpur in under the jurisdiction of Rajpur Sonarpur Municipal Ward No. 30 at Rajpur Sonarpur Municipal Holding No. 70, Road Name- Rabindra Nagar (West), Post Office - Laskarpur, Police Station-Sonarpur now Nareadrapur, having it postal address- C-143, Rabindra Nagar, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas.

Now This Development Agreement Witnesseth that the parties hereto have agreed to abide by the terms and conditions of this agreement and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following:

Owner:

Owners shall mean:

- Smt. Dulurani Das, wife of Late Makhanlal Das, by faith Hindu, by Nationality

 Indian, by Occupation Housewife, Pan No. AWOPD4042K, Aadhar No. 247999229186.
- Shri Bappa Das, son of Late Makhanlal Das, by faith Hindu, by Nationality -Indian, by Occupation - Service, Pan No. - BTSPD8097E, Aadhar No. -513367031954.

Both residing at C-143, Rabindra Nagar, Rajpur Sonarpur (M), Police Station-Narendrapur, Post Office- Laskarpur, Kolkata- 700153 in the District of South 24 Parganas.

- 3. Smt. Bebi Barik, wife of Sudhanghu Barik and daughter of Late Makhan Das, by faith Hindu, by Nationality Indian, by Occupation Housewife, Pan No.-FKQPB2690C, Aadhar No.-890420230304, residing at Peyara Bagan, Rajpur Sonarpur (M), Police Station Narendrapur, Post Office Laskarpur, Kolkata-700153 in the District of South 24 Parganas.
- 4. Smt. Rubi Ghosh daughter of Late Makhanlal Das, by faith Hindu, by Nationality - Indian, by Occupation - Housewife, Pan No. - DMFPG1016Q, Aadhar No. - 669662699857, residing at Anandapally Pashchim, Purba Putiary, Purba Putiary, S.O. Kolkata - 700093, in the District of South 24 Parganas

And further include each of her legal heirs, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

Developers:

Sunrise Construction, bearing Pan Card No. AEWFS3068N, a Partnership firm having its office at 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153; being represented by its partners namely, Sri Avijit Das son of Sri Sudhir Kumar Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan No. AGSPD8531F, Aadhar No. 845973151445 and Sri Sanjay Das Son of Sri Manmath Das, By Nationality - Indian, By Faith - Hindu, By Occupation - Business, Residing At 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan No. AUAPD1846P, Aadhar No. 578266032420.

And further include each of their legal his, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

Property:

All That piece and parcel of landed property 4 (Four) Cottahs together with 400 Sq.ft. Tin Shaded Structure; lying and situated at being marked in C.S. Dag No.-424 (P), L.O.P. No. 143, J.L. No.57, of Mouza- Laskarpur in under the jurisdiction of Rajpur Sonarpur Municipal Ward No. 30 at Rajpur Sonarpur Municipal Holding No. 70, Road Name- Rabindra Nagar (West), Post Office – Laskarpur, Police Station- Sonarpur now Narendrapur, having it postal address-C-143, Rabindra Nagar, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas.

Development Agreement & It's Development Power Of Attorney:

That this present Indenture deemed to have been commenced on and with effect from the date of signing of the Agreement; i.e. the 12th day December, Two Thousand and Twenty Two (2022).

Building:

Multi Storied Building to be constructed by the Developer on the said Landed Property.

Plan:

The building plan to be prepared by the Architect/ Engineer and the Building to be constructed at the cost of the Developer.

Architect:

The person and/or firm to be appointed by the Developer for supervising the said building during the construction period.

Owner's Allocation:

Owner's shall be entitled to get in following manner as mention below:-

- 1. Owner shall get 2 (Two) Shop Room each measuring 80 Sq.ft. Built up area and One Car Parking Space measuring 125 Sq.ft. Built up area on Ground Floor of the proposed Multi Storied Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- Owner shall get 1 (One) Residential Flat measuring more or less 500 Sq.ft. Built up area of the FAR of the First Floor of the proposed Multi Storied Building as

per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.

- 3. Owner shall get 1 (One) Residential Flat measuring more or less 500 Sq.ft. Built up area of the FAR of the Second Floor of the proposed Multi Storied Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- 4. Owner shall get 2 (Two) Residential Flat each measuring more or less 500 Sq.ft. Built up area of the FAR of the Third Floor of the proposed Multi Storied Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.

And the Developer shall bear rent for the alternative accommodation of the Land lord for one accommodation Monthly Rs.6,000/- (per Month) within the locality of the aforesaid property from the date of hand over, the existing premises until to hand over the Owner's allocation to the Owners at the newly constructed **Multi Storied Building**, which is Described in the Second Schedule herein.

Henceforth the total nonrefundable amount of First Part shall be Rs.20,00,000/(Rupees Twenty Lakhs Only); from which Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of this Development agreement and its Development Power of Attorney, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Second Floor slab casting, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Fourth Floor slab Casting, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Brick Work, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Inside and Outside Plaster and rest Rs.3,00,000/- (Rupees Three Lakhs) only at time of Tiles Flooring.

Developer's Allocation:

The Developer will be entitled to the **Rest** of the Construed area, after providing the Owner's allocation of the proposed **Multi** Storied Building along with the proportionate share of common portion, common facilities and common amenities of the said proposed **Multi** Storied Building, which are more fully and particularly described in the **Third Schedule** hereunder written.

Saleable Portion:

The entire portions in the building save and except Owner's share of allocation pertaining to the Developer's allocation as described in the Third Schedule.

Common Service Areas:

All the common service facilities excluding the overhead water reservoir and water lifting pump and Motor which are to be enjoyed by the Owners and the Developer of the building more fully and particularly described in the Fourth Schedule hereunder written.

Transferors:

In the context of this Agreement, the Owners herein in respect of the undivided proportionate share of the land pertaining to the Developer's allocation after the completion of the construction of the proposed building as per the proposed plan.

Transferee:

Shall mean the person, firm, limited company or association or persons to whom any space of the newly constructed building would be transferred.

With the Grammatical Variation:

Shall mean transfer by means of conveyance and shall include transfer possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest of land proportionate, to the flat and the right of use in common space in Multi Storied Building to the purchaser thereof.

Words Importing:

Singular shall include Plural and Vice Versa, Masculine shall include Feminine and Neuter, likewise, words, Genders shall include Masculine and Feminine Genders.

Transfer:

Transfer of proportionate undivided share / interest of land in property by the Owners attributable to the Developer's allocation and the Owner's allocation against which the Developer will construct the building where there will be both Owners and Developer's allocation.

Consideration:

Owners' allocation will be constructed at the cost of the Developer against which the Owners will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

Delivery of Possession of Land:

In the context of this Agreement, the Owner will hand over to the Developer, a peaceful well demarcated physical possession of the property after sanction building plan of Rajpur Sonarpur Municipality for the purposes of the construction as per this agreement.

Time:

The Developer will complete the building and deliver the peaceful vacant physical possession of the Owner's allocation within 30 (Thirty) months from the date of Sanction Plan. The time may be extended due to unavoidable circumstances arises if any, by the mutual consent of both the parties, but the same shall not be extended for more than 6 (Six) months in any circumstances. If the Developer(s) will fail or neglect to handover the possession of the Owner's Allocation within the said stipulate time, then in that case the owner(s) shall have right to take legal steps with due process of law.

Date of Commencement:-

This agreement be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developers Allocation is sold or transferred to the intending Purchaser or Purchaser's.

Undivided Share of Land:

The undivided proportionate share / interest in the land of the property attributable to each flat / units pertaining to the Developer's allocation and the Owner's allocation.

Manner of Work and Specification:

The materials and accessories which are to be used for the construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

Project:

The work of development of the said property undertaken by the Developer.

Unit:

Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portion.

Unit Holder:

Any person who acquires, holds and/or owns any unit in the building shall include the Owner's and the Developer for the units held by them from time to time.

Tax Liabilities:

The Owner shall not be liable to pay the tax liability in respect of selling the flats and spaces under Developer's allocation.

Article - Ii

Owner shall represent as follow:-

- a) The Owner is the absolute owner in respect of the property more fully described in the First Schedule hereunder written.
- b) There are no suits, litigations or legal proceedings in respect of the property.
- c) No person other than the Owners have any title of any nature whatsoever in the property or any part thereof.
- d) The right, title and interest of the Owners in the property are free from all the encumbrances and the Owners have a marketable title thereto.
- e) The premises or any part thereof is at present not affected by any requisitions/ acquisitions/ any alignment of any authority/ authorities under any law and/ or otherwise nor any notice/ intimation about any such proceedings has been received or come to the notice of the Owner.
- f) Neither the property nor any part thereof has been attached and/ or is liable to be attached due to Income Tax Revenue or any other public demand.
- g) The Owners have not in any way dealt with the property whereby the right, title and interest of the Owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

Article - Iii: Owner's Right

a) The Owners will get the Owner's allocation described in the Second Schedule hereunder written without any hindrances from the Developer. b) The Owners shall deliver the original copy of the Title Deed or Deeds or any other documents from their custody to Developer.

Article - Iv: Owner's Obligation

- a) The Owners shall answer and comply with all the requisitions made by the advocate of the Developer for establishing the title of the Owners in respect of the property shall make out a remarkable title, if encumbered any manner. The Owner shall remain liable to rectify all the latent defects in the title, if any at his costs and expenses. The Owners will make the delivery of peaceful, vacant physical possession of the said property to the Developer before the construction of the building as desire by the Developer free from all the encumbrances. The Developer will be authorized to construct and complete the building at his cost and as per the specifications mentioned herein without any interference or hindrances from the side of the Owner.
- b) During the continuance of this Agreement the Owners shall not let out a fresh grant, lease, mortgage and/ or create any charge in respect of the property or any portion thereof without the consent in writing of the Developer and the Developer for the time being assist the Owners.
- c) The Owners will, if required, execute agreement for sale in respect of sale of the undivided proportionate share of land attributable to the units pertaining to the Developer's allocation and present the same before the registration authority in respect of the Flats pertaining to the Developer's allocation for registration at the cost of the Developer and/ or its nominee.
- d) The Developer with the execution of this Agreement shall request the Owner to delivery of all the original documents in relating with their title or property.
 And the Owner is always bound to comply that.
- e) The Owners will solely be responsible for delivering the peaceful vacant physical possession of the property to the Developer, free from all the encumbrances.
- f) The Owners will extent all the reasonable cooperation to the Developer for effecting the construction of the said building.
- g) The Owner's shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation in the building simultaneously or after the Delivery of Possession, the Owner's allocation.

The costs of preparation, stamping, and registration of the necessary document such as Declaration, Affidavit, Boundary Declaration, Rajpur Sonarpur Municipality Deceleration, Gift to Rajpur Sonarpur Municipality, if any, shall be borne and paid by the Developer.

- h) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owners.
- i) The Owners shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the building and/ or portion thereof and to receive all the amount in pursuance thereof.
- j) That the Owners shall be liable to pay all the previous taxes, mutation expenses in respect of the above noted property.

Power of Attorney

Know All Men By These Presents that We, 1. Smt. Dulurani Das, wife of Late Makhanlal Das, by faith - Hindu, by Nationality - Indian, by Occupation-Housewife, Pan No.- AWOPD4042K, Aadhar No.- 247999229186; 2. Shri Bappa Das, son of Late Makhanlal Das, by faith - Hindu, by Nationality - Indian, by Occupation- Service, Pan No.- BTSPD8097E, Aadhar No.- 513367031954, Both residing at C-143, Rabindra Nagar, Rajpur Sonarpur (M), Police Station-Narendrapur, Post Office- Laskarpur, Kolkata- 700153 in the District of South 24 Parganas, 3. Smt. Bebi Barik, wife of Sudhanghu Barik and daughter of Late Makhan Das, by faith - Hindu, by Nationality - Indian, by Occupation-Housewife, Pan No.- FKQPB2690C, Aadhar No.- 890420230304, residing at Peyara Bagan, Rajpur Sonarpur (M), Police Station- Narendrapur, Post Office-Laskarpur, Kolkata- 700153 in the District of South 24 Parganas and Smt. Rubi Ghosh daughter of Late Makhanlal Das, by faith - Hindu, by Nationality - Indian, by Occupation- Housewife, Pan No.- DMFPG1016Q, Aadhar No.-669662699857, residing at Anandapally Pashchim, Purba Putiary, Purba Putiary, S.O. Kolkata- 700093, in the District of South 24 Parganas; do hereby nominate constitute and appoint, **Sunrise Construction**, bearing Pan Card No. **AEWFS3068N**, a Partnership firm having its office at 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153; being represented by its partners namely, **Sri Avijit Das** son of Sri Sudhir Kumar Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata - 700153, Pan No. **AGSPD8531F**, Aadhar No. 845973151445 and **Sri Sanjay Das** Son of Sri Manmath Das, By Nationality - Indian, By Faith - Hindu, By Occupation - Business, Residing At 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan No. **AUAPD1846P**, Aadhar No. 578266032420; to be my true and lawful **Attorney** in my name and on my behalf to do execute and perform all or any of the following acts, deeds and things:-

- a) To appear before the Rajpur Sonarpur Municipality for mutation, C.C., water connection and appear before the WBCESC for electric connection.
- b) To sign the plan and all the relevant papers in respect of the building plan and present the same to the Rajpur Sonarpur Municipality and/ or any other competent authority.
- c) To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for constructing the said building.
- d) To obtain clearances from all the Government Departments and Authorities including Fir Brigade K.M.D.A. Police and the Authorities of Urban Land Ceiling Department, as may be necessary.
- e) To sign and apply for Proposed of Building Plan, Drainage Plan, Water Connection, Electricity Connection and other utilities as may be necessary for the convenience and enjoyment of the building standing on the land of the said premises.
- f) To appear before any officer of the Rajpur Sonarpur Municipality or any Court or Tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- g) To represent me before any Court of law.
- h) To appear and to act in all Courts Civil, Criminal and Tribunal whenever required.

- i) To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits and application of all kind and file those in a court of law.
- j) To engage and appoint any advocate or counsel wherever required with the consent of Owner.
- k) To negotiate on terms for and to agree to and enter into and conclude any Agreement for sell the said Developer's share of allocation (Save and except Owner's share of allocation) to any purchaser or purchasers at such price, the said attorney in its absolute discretion, thinks proper and/ or to cancel and/ or repudiate the same.
- 1) To receive from the intending purchaser any earnest money and/ or advance or advances and also the balance of the purchaser money against the said Developer's share of allocation (Save and except Owner's share of allocation) and to give good, valid receipt and discharge for the same.
- m) Upon such receipt as aforesaid to sign, execute and deliver any conveyance or conveyances in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) described in the Third Schedule hereunder written in favour of the said purchaser or his/ her nominee or assignce.
- n) To sign and execute all other deeds, instruments and assurances which that said attorney shall consider necessary and to enter into and/ or to such covenants and conditions as may be required for fully and effectually conveying in respect of the Developer's share of allocation (Save and except Owner's share of allocation) if the Owners themselves present.
- o) To present any such agreement or agreements conveyance or conveyances in respect of the Developer's share of allocation (Save and except Owner's share of allocation) for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to do all acts, deeds and things which our said attorney shall consider necessary for sale of Developer's share of allocation (Save and except Owner's share of allocation) of the said premises as aforesaid to the purchaser as full and effectually in all respects as the Owners do on the same themselves.
- p) The Owners will, if required, execute the agreement for sale in respect of the sale of the undivided proportionate share of land attributable to the units

- pertaining to the Developer's allocation and present the same before the registration authority in respect of the Flat pertaining to the Developer's allocation for registration at the cost of the Developer and/ or its nominee.
- q) The Owners, with the execution of this Agreement, will hand over the original copy of the Title Deeds relating to the said property to the Developer and/or Owners shall bound to produce all the original documents in relating with their tile or property at any time to any competent authority in the request of the Developer.
- r) The Owner will extend all the reasonable cooperation to the Developer for effecting construction of the said building.
- s) The Owner shall, if required, from time to time, transfer to the Developer and/
 or its nominee undivided proportionate share in the land attributable to the
 units pertaining to the Developer's allocation in the building simultaneously
 or after the Delivery of Possession the Owner's allocation to the Owner and
 the consideration for the same shall be a part of the cost of the construction
 of the Owner's allocation. The costs of preparation, stamping, and registration
 of the necessary document such as Declaration, Affidavit, Boundary
 Declaration, Rajpur Sonarpur Municipality Deceleration, Gift to Rajpur
 Sonarpur Municipality, if any, shall be borne and paid by the Developer.
- t) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owners.
- u) To sign and execute a proper Agreement for Sale or Deed of Conveyance in respect Developers' Allocation along with undivided importable proportionate share of the land underneath as per the proposed plan to be proposed by the Rajpur Sonarpur Municipality upon the land mentioned in the schedule hereinabove.
- v) The Owners shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the

- building and/ or portion thereof and to receive all the amount in pursuance thereof.
- w) The Developer with the cooperation of the Owner will make all the arrangements for mutually settle the litigations by withdrawing the suits/ case at its cost without making the Developer liable for the same.

Article - V: Developer's Right

- a) The Developer will have the exclusive right to build and complete at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the premises with joint effort of the Owner and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the Developer's allocation. The Developer will have full right and absolute authority to enter into any sale agreement/ sale with any intending purchaser/ purchasers in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property Subject To the terms and of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary size office and/ or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement of the project and post its watch a d ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all the works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain the temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realise all the money out of the Developer's allocation from the intending purchaser in respect of the units/ spaces/ car parking spaces appertaining to the Developer's allocation without creating any personal and/ or financial liability upon the Owner.

- g) The Developer to cause such changes to be made in the plans as the architect may approve and/ or shall be required by the concerned authorities from time to time for the betterment of project.
- h) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for the construction of the building.
- i) The Developer will be entitled to deliver the unit pertaining to the Developer's allocation to the intending purchaser/ purchasers.
- j) The Developer will be entitled to transfer the undivided proportionate share of land in the premises together with proposed flats attributable to the Developer's allocation by the virtue of the Power of Attorney to be given by the Owner to the Developer or its nominee.
- k) The Developer will be entitled to make publicity and advertisement in all possible manners for the benefit of the commercial exploitation of the Developer's allocation.
- 1) The Owner shall give such cooperation to the Developer and sign all the papers, confirmation and/ or authorities as may be reasonably required by the Developer from time to time for the project, at the cost and expenses of the Developer.
- m) The Developer shall have the right to demolish the existing structure and taken over the existing materials if any.

Article - Vi: Developer's Obligation

Deed of Conveyance in respect of the Flat/ Units and other constructed spaces under the Developer's allocation to any third party or intending purchaser will deliver the Flats/ Units and other constructed spaces under the Owner's allocation Flats complete in all the respect including the electrical connection, water pump, municipal water, sewerage, drainage connection, plumbing, sanitary, overhead and underground water tanks i.e. habitable condition to the Owners within 30 (Thirty) months from the date of the Sanction Plan. The time may be extended due to unavoidable circumstances arises if any, by mutual consent of both the parties, but the same shall not be extended for more than 6 (six months) in any circumstances. Notwithstanding the Developer will be entitled to extend time for completion

- of the project. In the event of any disputes regarding the vacant possession, both the parties will amicably settle the matter according to the situation.
- b) All costs, charges, expenses and responsibility for the construction of the building and/ or the development of the said premises shall be borne and paid by the Developer exclusively. The Developer will complete the Owner's allocation with the specification annexed hereto.
- c) The Developer will construct the building with ISI standard materials available in the market.
- d) The Developer will bear all the costs arising out of the construction of the building.
- e) The Developer will bear all the liabilities and imposition in respect of the premises and/ or part thereof from the date of taking possession of the premises till the Developer delivers the Flats/ Units and other construction spaces under the Owner's allocation to the Owner from the date of the Owner's allocation is landed over to the Owners, complete and made habitable in terms hereof, the Owners shall be responsible to pay and bear the outgoings and impositions in respect of the Owner's allocation whereas, the Developer will remain responsible for the liabilities and imposition on the Developer's allocation.
- After completion of construction of the new building the Developer at its own cost and expenses shall obtain completion certificate from the Rajpur Sonarpur Municipality for the new building.
- g) The Developer shall submit the building Plan to Rajpur Sonarpur Municipality within next 6 (Six) months from the date of execution of this Indenture.

Article - Vii: Indemnity

- a) The Developer indémnifies the Owners against all the claims, accidents, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- b) The Developer will indemnify and keep the Owner indemnified in respect of all the costs, expenses, liabilities, claims, and/ or proceedings arising out of any acts done in pursuance of the authorities given as aforesaid.

- c) The Developer will keep the Owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owners against all the claims or demand that may be made due to any things done by the Developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owners against all the claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever including any accident of other loss.
- f) The Developer indemnifies the Owners against any demand and/ or claim made by the unit holder in respect of the Developer's allocation.
- g) The Developer indemnifies the Owners against any action taken by the Municipality and/ or other authority for any illegal or faulty construction or otherwise of the building.
- h) The Developer herby agrees with the Owners not to do any act, deed or things whereby the Owners will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

Article - Viii: Common Understandings

- 1. In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date the Owner hand over the vacant and peaceful possession of the premises to the Developer, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owner's allocation to the Owners, where after the Owner's shall be responsible for their allocation and the Developer for their allocation.
- The Owners shall be solely and exclusively entitled to the Owner's allocation and the Developer's allocation in the newly constructed building along with common service area as per Proposed plan.
- 3. The Owner's allocation shall be raised and constructed by the Developer for and on behalf of the Owner. The Developer's allocation of the building shall be constructed by the Developer for and on behalf of itself. The Owner and the

Developer will be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem fit and proper **Subject To However** the general restrictions for mutual advantage inherent in the Owner's allocation. They will also be at liberty to enter into an agreement for sale of their respective allocation **Save That** insofar as the same relates to common areas (as described in the Fourth Schedule hereto) common expenses (as described in the Fifth Schedule hereto) and other matter of common interest, the Owners and the Developer will adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of Ownership flat buildings in Rajpur Sonarpur Municipality.

- 4. The Developer will be entitled to all such monies receivable in respect of the Developer's allocation Provided However that the monies payable and/ or deposits for common purposes and common expenses shall be receivable only by the Developer from all the units Owners till formation of the society or any Owner's association of the unit Owners.
- 5. The Developer will provide electricity connection for the said building including the Owner's allocation and the Owner and/ or their nominees shall reimburse for their individual meter as required to obtain electricity from the WBSEDCL to the Developer.
- 6. Upon completion of the building, all the flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.
- 7. If so required by the Developer, the Owner shall join and/ or cause such persons as may be necessary to join as confirming parties in any documents conveyance and/ or any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the Developer's allocation.

Article - Ix: Common Restrictions

- a) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful loving of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.

- c) Both the parties shall abide by all laws, bye-laws, rules and regulation of the competent authority in enjoying the occupation of the building.
- d) Both the parties will jointly form a committee to look after the maintenance of the building. But with the Owners tale possession of the Owner's allocation and the Developer sale major parts of its allocation, the Developer will have no liability to the said committee and/ or any association to be formed.
- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both the parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building giving notice in writing.
- g) Both the parties will bear proportionate tax, maintenance cost, and day to day expenditure of their respective allocation after completion and delivery of possession of the building.

Article - X: Miscellaneous

- a) The Owners and the Developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Through this Agreement no fransfer of right, title or interest in respect of the said property has been assigned to the Developer herein absolutely.
- c) Save and except this agreement no agreement and/ or oral representation between the parties hereto exists or will have any validity.

Article - Xi: Force Majure

The Developer will complete the Owner's allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

Article - Xii: Jurisdiction

The Court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this Agreement.

Statutory Para

Be it noted that by this Development Agreement and the related Developer Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document / for transfer of property as per

provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

The First Schedule Above Referred To [The Premises]

All that piece and parcel of land measuring 4 (Four) Cottahs together with 400 Sq.ft. Tin shaded structure standing thereon; lying and situated at being marked in C.S. Dag No. 424 (P), L.R. Dag No. 965, L.O.P. No. 143, J.L. No.57, of Mouza-Laskarpur in under the jurisdiction of Rajpur Sonarpur Municipal Ward No. 30 at Rajpur Sonarpur Municipal Holding No. 70, Road Name-Rabindra Nagar (West), Post Office – Laskarpur, Police Station-Sonarpur now Narendrapur, having it postal address- C-143, Rabindra Nagar, Kolkata- 700153 in the District of South 24 Parganas, having its Sub Registrar Office at Garia, South24 Parganas. Which has been butted and bounded in the following manner.-

On the North: By 20' Feet Wide Road.

On the South: By L.O.P.- 146.

On the East: By L.O.P.- 144.

On the West: By L.O.P.- 142.

Or Howsoever Otherwise the same is butted and bounded called, known, numbered and/ or distinguished.

The Second Schedule Above Referred To [Owner's Allocation]

Owner's shall be entitled to get in following manner as mention below:-

- 1. Owner shall get 2 (Two) Shop Room each measuring 80 Sq.ft. Built up area and One Car Parking Space measuring 125 Sq.ft. Built up area on Ground Floor of the proposed Multi Storied Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- Owner shall get 1 (One) Residential Flat measuring more or less 500 Sq.ft. Built up area of the FAR of the First Floor of the proposed Multi Storied Building as

per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

- 3. Owner shall get 1 (One) Residential Flat measuring more or less 500 Sq.ft. Built up area of the FAR of the Second Floor of the proposed Multi Storied Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- 4. Owner shall get 2 (Two) Residential Flat each measuring more or less 500 Sq.ft. Built up area of the FAR of the Third Floor of the proposed Multi Storied Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.

And the Developer shall bear rent for the alternative accommodation of the Land lord for one accommodation Monthly Rs.6,000/- (per Month) within the locality of the aforesaid property from the date of hand over, the existing premises until to hand over the Owner's allocation to the Owners at the newly constructed **Multi Storied Building**, which is Described in the Second Schedule herein.

Henceforth the total nonrefundable amount of First Part shall be Rs.20,00,000/- (Rupees Twenty Lakhs Only); from which Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of this Development agreement and its Development Power of Attorney, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Second Floor slab casting, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Fourth Floor slab Casting, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Brick Work, Rs.3,40,000/- (Rupees Three Lakhs Forty Thousand) only; shall be paid at the time of Inside and Outside Plaster and rest Rs.3,00,000/- (Rupees Three Lakhs) only at time of Tiles Flooring.

The Third Schedule Above Referred To [Developer's Allocation]

The Developer will be entitled to the **Rest** of the construction area, after providing the Owner's allocation of the proposed **Multi Storied Building** along with the proportionate share of common portion, common facilities and common amenities of the said proposed **Multi** Storied Building.

And there have the liberty to sell or transfer at their own choice. If the title of the owners not clear and the construction work may delayed due to the title of the ownership of the owner, the time bound not to be calculated.

The Fourth Schedule above Referred to [Specification of Construction]

a) Structural Construction:

Building design on RCC foundation with RCC framed structure with RCC roof slabs all confirming to National Building Code of India and Rajpur Sonarpur Municipality.

b) Perimeter Walls:

200 mm thick cement work (1:6 sand cement mortar).

c) Internal Walls:

75/ 125 mm thick with cement work (1:4 sand cement mortar) with wire reinforcement in every 2nd layer.

d) Surface finish:

Internal all walls and ceiling cement plastered and plaster of parish outside surface sand, cement plaster and snowcem wash.

e) Flooring:

Vertified Tiles' skirting in bed rooms and all other floors.

f) Door:

All Door Frame would be Sal wood, Main Door and all the internal doors shall commercial flush doors.

g) Window:

All windows will be sliding aluminum with smoke glass cover with M.S. grill.

h) Kitchen:

Marble floor 2'x2' skirting, Black stone kitchen platform with 2'6" height white glazed ceramic tiles on the wall, one steel sink, one C.P. bib cock.

i) Toilet:

Marble floor 2'x2' skirting with 6'-6" height wall tiles (white in colour) over all, one white commode with cistern (PVC) white in colour, One C.P. bib cock, concealed water lines, ceramic white basin and shower in toilet and both the toilets shall be provided with suitably positioned lights.

j) Electricals:

Concealed copper wire line with necessary fittings, sufficient light points, fan points and plug point in each and every rooms balcony, kitchen, living cum dining, bath rooms by moduler plate switches of reputed mark i.e., Each Bedroom – 2 Light points, one 5 Amp. Plug Point, One Fan Point. Living-cum-Dining – One 5 Amp. Plug Point, Two Light Points and Two Fan Points. Toilets – One Light Point, One Geyser Point, One Exhaust Fan Point. W.C. – One Light Point and One Exhaust Fan Point. Kitchen – One Aqua-guard Point, One 15 Amp. Plug Point, One Light Point and One Exhaust Fan Point. And one A.C. Point in each Flats.

k) Finishing:

Plaster of putty over sand cement plaster would be done in all inside walls will be painted with weather coat plaster, one coat putty, one coat primer, two coat weather coat. windows will be coloured with two coats of synthetic enamel over primer.

l) Water:

Rajpur Sonarpur Municipality water supply at the underground reservoir with pumping facilities to overhead tank for the distribution of water to the individual flats through common surface pipe line (PVC) and pipe line up to the overhead tank at the roof of the building.

m) Stairs and Landings:

Marble Finish.

n) Verandah Railing:

Grills upto 3' height. .

o) Roof:

Water proofing treatment of roof.

Extra Work:

No Extra work in the Flat would be carried out by the Developer. In the event such work is to be carried out, then in such event the Purchasers or Owners

shall bear all the extra costs and expenses and for such extra work, it carried out, no deduction would be made by the Developer in the price of the Flat as agreed to the sold/ purchased.

The Fifth Schedule above Referred to (Common Rights)

- a) Stair-case in all the floors of the said building.
- b) Stair-case landings on all the floors of the said building.
- c) Common passage including main entrance of the floors leading to roof.
- d) Water pump, overhead water tank, Under Ground Water tank and water supply line.
- e) Electric service line and electric main line wiring, electric meter for pump installed on the building and the meter box.
- f) Drainage and Sewerages.
- g) Boundary walls and Main gate with 5"ft.
- h) The ultimate roof of the building.
- i) Such other common parts, areas, equipment's, installations, fixtures, fittings and spares in or above the said building as are necessary for the use and occupancy of the said building in common.

The Sixth Schedule above Referred to [Common Expenses]

- a) All electricity charges payable in common for common portions of the buildings.
- b) Premium for insurance of the building if any made.
- c) Municipal and all other taxes levied on the building and other outgoings and any other charges required for payment towards the common use and enjoyment.
- d) Salaries and/ or wages for Darwan, Sweeper, etc.
- e) Regular maintenance of the building and attachment including periodical paintings of the outer side of the buildings, common spaces.
- f) Maintenance of Sewerage lines, External pipelines, sanitary tanks, underground water reservoir and other common attachments.
- g) Any other common expenses that the Owners Association of the building may decide if any all formed by the Flat Owner.

In	Witness	Whereof the Parties hereto have hereunte	set and subscribed their
res	spective h	nands on the day, month and year first abo	ve written.

Signed, Sealed & Delivered by the Parties at Kolkata in the Presence of:-

1. Pamela Du (Adu) Alipore Judges Court Kol-27

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(Signature of Landlord / First Part)

2. Sk Habibur Rohaman CAOLY Alipare Judges Court Kol-27

Av Sunrise Construction

Av Sarrjay Day

Partner

Drafted & Identified by me,

Pamela Dn.

Pamela Das.

(Advocate)

Alipore Judge's Court; Kolkata- 700027. Enrolment No. F/1097/2014. (Signature of The Developer Party / The Second Part)

Memo of Consideration

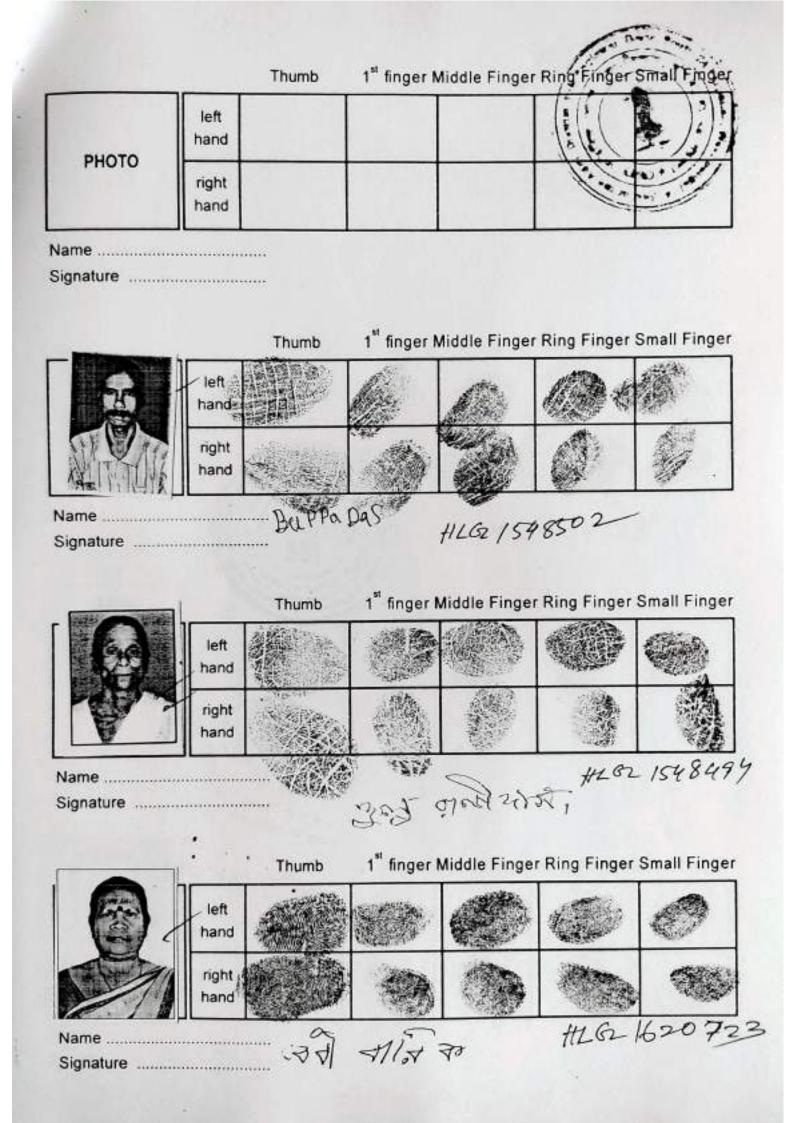
Received of from the within named Developer the within mentioned sum of Rs.3,40,000/- (Rupees Three Lakh Forty Thousand) Only, in the following manner:-

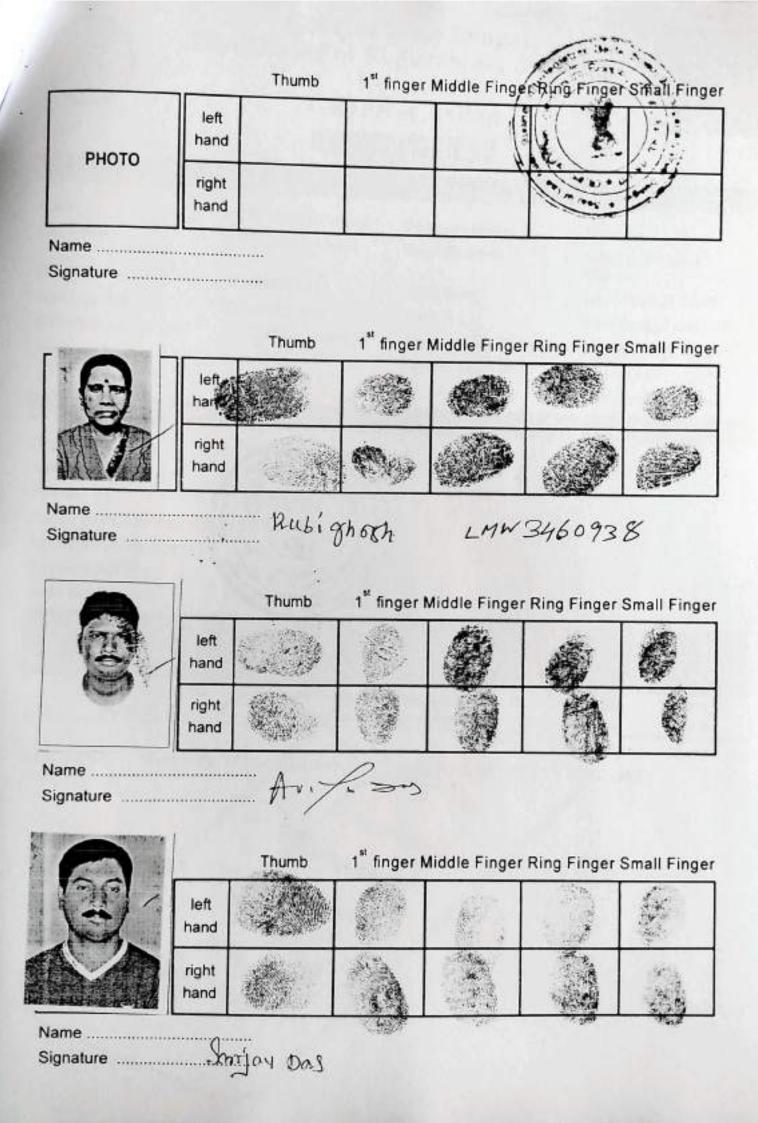
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(Signature of Landlord / First Part)







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





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Depositor's Name:

Mr Habibur Rahaman

Address:

Alipore Judges Court

Mobile:

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Period From (dd/mm/yyyy): 10/12/2022

Period To (dd/mm/yyyy):

10/12/2022

Payment Ref ID:

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TWENTY TWO THOUSAND FOUR HUNDRED NINETY NINE ONLY. IN WORDS:



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Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS Payment ID:	101220222021054953	Payment Init. Date:	10/12/2022 20:36:08
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DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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Government of India
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ঠিকালা: ১৮/৬: মহাকাল দাস, সী-143 এবীন্ড লগর, রাজপুর সোলারপুর (১ম), লয়রপুর, দক্ষিণ ২৪ পরগলা, দক্ষিণ ২৪ পরগলা, পশিম বঙ্গ, 700153 Address: S/O: Mahakal Das, C-143 rabindra nagar, Rajpur Sonarpur (M), Laskarpur, South 24 Parganas, South 24 Parganas, West Bengal, 700153

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भारत सरकार GOVT OF INDIA



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INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- আধার সারা দেশে মান্য ৷
- আধার ভবিষাতে সরকারী ও বেসরকারী পরিষেবা প্রাম্ভির সহায়ক হাব।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতার নির্মিশ্রপ্রার্ড ক প্রাধিকরণ Unique Identification Authority of India

লেয়াতা বালান, লক্তবুত্ত, লক্তবুত্ত

Address: WO: Sudhangshu Bark, , PEYARA BAGAN, Raipur Sonarpur (M), South 24 Parganas, Laskarpur, West Bengal, 700153

8904 2023 0304







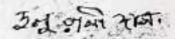
ायकर विभाग INCOMETAX DEPARTMENT DULURANI DAS HARAN CHANDRA ROY



भारत सरकार GOVT. OF INDIA

28/01/1951

Perminent Account Notaber AWOPD4042K



Signature . - 5.









ভারত সরকার Unique Identification Authority of India Government of India

তালিকাভাক্তর নম্বর/Enrolment No.: 2017/80212/07472

To पूनुजापी पात्र Dulurani Das W/O: Makhanlala Das C 143 RABINDRA NAGAR LASKARPUR Rajpur Sonarpur (M) South 24 Parganas Laskarpur West Bengal - 700153 9836523438

eration Date: 18/08/20

Signature yalid



আপনার আধার সংখ্যা / Your Aadhaar No. :

2479 9922 9186 আমার আধার, আমার পরিচয়



ভারত সরকার Government of India



मृत्यापी मात्र Dulurani Das खन्यज्ञीयम्/ DOB: 01/01/1950 मरिना / FEMALE



2479 9922 9186

আমার আধার, আমার পরিচয়





भारतीय विशिष्ट पहुंचान प्राधिकरण

भारत सरकार



nique Identification Authority of India. Government of India

E-Aadhaar Letter

ভাবিকাভূক্তির নম্বন/Enrolment No.: 1040/19651/05701

RUBI GHOSH (রুবি (ঘাৰ)

ANANDAPALLY PASHCHIM, PURBA PUTIARY, Purba Putiary S.O. Kolkata, West Bengal - 700093

अभिनाद प्रधान मध्या/ Your Aadhaar No.:

6696 6269 9857



আধার-সাধারণ মানুষের অধিকার





- শাধার পরিচ্ছের প্রমাপ, নাগরিকভের প্রমাপ নয়
- পরিচযের প্রমাণ অনলাইন অখেন্টিকেশন দ্বারা লাভ করুন

W. BURAKTHON

- এটা এক ইলেক্টনিক প্রক্রিয়ায় ভৈরী পত্র
- is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Signature valid

- आधार पाता (पत माना
- আধার আধারের জনা আপনার একবারই ভালিকান্তরি করার আবশ্যকভা আছে।
- অনুগ্রহ করে আগনার বর্তমান মোবাইন নম্বর এবং ই-মেইন ঠিকানা প্রীকৃত করুল। এতে ভবিষ্যতে অপলার বিভিন্ন সুবিধা পাওয়া সহজ 1532
- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in tuture.



क देश क्षेत्र भारत भारतार RECOVERDE MENT OF THE



करीव (घाव RUBI GHOSH कच्छित्र DOB: 01/06/1975 MEN / FEMALE





कारतीय विशिष्ट पहचान प्राधिकरण MOURIEMENTERCATION AUTHORITY OF INDIA

ठिकानाः

व्यानन्तभद्री भक्तिम, नुर्व পুটিমারী, কোলকাতা পৌর নিগম, কোলকাতা, पश्चिमन**त्र** - 700093

Address: ANANDAPALLY PASHCHIM. PURBA PUTIARY, Purbs Putary S.O. Kolkins, West Bengal - 700093

6696 6269 9857

6696 6269 9857

আধার-সাধারণ মানুষের অধিকার

Aadhaar-Aam Admi ka Adhikar

आयकर विभाग 💮 भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AEWFS3068N

नाम/ Name SUNRISE CONSTRUCTION

निगमन /गतन की तारीख Date of Incorpation/Formation 14/10/2022



Av. Lasons Sorgay pas



Avita Das





भारतीय विशिष्ट पहुँचीन प्राधिकरण

भारत सरकार

Enrolment No.: 1040/96597/03132

To Aviit Das S/O: Sudhir Das 26 LAKE GARDEN Rajpur Sonarpur (M) Laskarpur South 24 Parganas West Bengal - 700153 9903660394



आपका आधार क्रमांक / Your Aadhaar No. :

8459 7315 1445

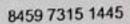
मेरा आधार, मेरी पहचान



भारत सरकार Government of India



Avijt Das Date of Birth/DOB: 18/12/1977 Male/ MALE



मेरा आधार, मेरी पहचान





- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाश औनलाइन औचेन्टिकेशन द्वारा प्राप्त करें |
- यह एक इलेक्ट्रांनिक प्रक्रिया द्वारा बना हुआ पत्र है ।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- आधार देश भर में मान्य है ।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future .



करतीय विशिष्ट पहचान पाधिकरण Unique Identification Authority of India

S/O: Sudhir Das, 26 LAKE GARDEN, Rajpur Sonarpur (M), South 24 Parganas, West Bengal - 700153

8459 7315 1445

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तीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Government of India

Enrolment No.: 1507/10034/00538

Sanjay Das S/O; Manmatha Das 95 LAKE GARDEN Rajpur Sonarpur (M) South 24 Parganas Laskarpur West Bengal - 700153 9748783438





आपका आधार क्रमांक / Your Aadhaar No. :

5782 6603 2420

मेरा आधार, मेरी पहचान



भारत सरकार Government of India





DOE: 05/05/1975 MALE



5782 6603 2420[®]

मेरा आधार, मेरी पहचान





सुवना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें |
- यह एक इतेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

INFORMATION

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- आधार अविषय में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



भारतीय विशिष्ट प्रहचान प्राधिकरण Unique Identification Authority of India

S/O: Manmatha Das. 95 LAKE GARDEN, Raipur Sonarpur (M). South 24 Perganas, West Bengal - 700153

5782 6603 2420

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Sanjar org

Major Information of the Deed

need No:	1-1629-07038/2022	Date of Registration	12/12/2022		
Query No / Year	1629-2003451027/2022	Office where deed is registered			
Query Date	07/12/2022 1:51:41 AM	A.D.S.R. GARIA, Distric	t: South 24-Parganas		
Applicant Name, Address & Other Details	Habibur Rahaman Alipore Judges Court, Thana: Alip - 700027, Mobile No.: 90382777	pore, District : South 24-Parganas, WEST BENGAL, PIT 786, Status :Advocate			
Transaction 1	The state of	Additional Transaction	*		
0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement: 2], [431 Other than Immovable Property, Receipt [Rs: 3,40,000/-]			
Set Forth value	A SHOULD SHOW THE STATE OF THE	Market Value	STREET, STREET		
GOLT STATE SHOW AND AND ADDRESS.		Rs. 51,48,001/-			
Stampduty Paid(SD)	- period and a second	Registration Fee Paid			
Rs. 7,071/- (Article:48(g))		Rs. 3,428/- (Article:E, I	i, E,)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuin	g the assement slip.(Urbar		

Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Rabindranagar Road, Mouza: Laskarpur, , Ward No: 030, Holding No:70 Jl No: 57, Pin Code: 700153

Lask Sch	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUM	Khatian	Land	Use	Area of Land	CHEAT OLDI	Market Value (In Rs.)	Other Details
No L1	Number LR-965 (RS :-424)		Proposed Bastu	Bastu	4 Katha		50,40,001/-	Width of Approach Road: 20 Ft., 'Last Reference Deed No :1605-1 -00605- 1991
	Grand	Total :			6.6Dec	0 /-	50,40,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (in Rs.)	Other Details
_	On Land L1	400 Sq Ft.	0/-	1,08,000/-	Structure Type: Structure
S1			Residential Use, Co	emented Floor, A	age of Structure: 0Year, Roof Type:
		oor : 400 Sq Ft.,	Residential Use, Ce ete	emented Floor, A	age of Structure: 0Year, Roof Type: 1

Name, Address, Photo, Finger print and Signature SI No Name Photo **Finger Print** Signature Smt Dulurani Das Wife of Late Makhanlala Das Executed by: Self, Date of Bux of your Execution: 12/12/2022 , Admitted by: Self, Date of Admission: 12/12/2022 ,Place : Office 12/12/2022 12/12/2022

-TESI

C143 Rabindra Nagar, City:- , P.O:- Laskarpur, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AWxxxxxx2K, Aadhaar No: 24xxxxxxxx9186, Status: Individual, Executed by: Self, Date of Execution: 12/12/2022

, Admitted by: Self, Date of Admission: 12/12/2022 ,Place: Office

2	Name	Photo	Finger Print	Signature
	Shri Bappa Das Son of Late Makhanlal Das Executed by: Self, Date of Execution: 12/12/2022 , Admitted by: Self, Date of Admission: 12/12/2022 ,Place : Office			Darr bers
		12/12/2022	LTI 12/12/2022	12/12/2022

C143 Rabindra Nagar, City:-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BTxxxxxx7E, Aadhaar No: 51xxxxxxxx1954, Status: Individual, Executed by: Self, Date of Execution: 12/12/2022

, Admitted by: Self, Date of Admission: 12/12/2022 ,Place: Office

	Name	Photo	Finger Print	Signature
	Smt Bebi Barik Daughter of Late Makhan Das Executed by: Self, Date of Execution: 12/12/2022 , Admitted by: Self, Date of Admission: 12/12/2022 ,Place : Office			শ্বেষ্ট্র ক্র-
1		12/12/2022	LTI 12/12/2022	12/12/2022

Peyara Bagan Rajpur Sonarpur (M), City:-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FKxxxxxxx0C, Aadhaar No: 89xxxxxxxxx0304, Status: Individual, Executed by: Self, Date of Execution: 12/12/2022

, Admitted by: Self, Date of Admission: 12/12/2022 ,Place: Office

Name

Photo
Finger Print

Signature

Smt Rubi Ghosh

Daughter of Late
Makhanlal Das
Executed by: Self, Date of
Execution: 12/12/2022
, Admitted by: Self, Date of
Admission: 12/12/2022 ,Place
: Office

12/12/2022

LTI
12/12/2022

ANANDAPALLY PASHCHIM PURBA PUTIARY PURBA PUTIARY, City:-, P.O:- PURBA Putiary, P.S:Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700093 Sex: Female, By
Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DMxxxxxx6Q, Aadhaar No:
66xxxxxxxxx9857, Status: Individual, Executed by: Self, Date of Execution: 12/12/2022

, Admitted by: Self, Date of Admission: 12/12/2022 ,Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Sunrise Construction 95 Lake Gardens, City:-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, PAN No.:: AExxxxxx8N,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

0	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
	Shri Avijit Das (Presentant) Son of Shri Sudhir Kumar Das Date of Execution - 12/12/2022, Admitted by: Self, Date of Admission: 12/12/2022, Place of Admission of Execution: Office			A.,		
		Dec 12 2022 1:30PM	LTI 12/12/2022	rict:-South 24-Parganas, West Bengal,		

26 Lake Gardens, City:-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx1F, Aadhaar No: 84xxxxxxxx1445 Status: Representative, Representative of; Sunrise Construction (as Partner)

2	Name	Photo	Finger Print	Signature
	Shri Sanjay Das Son of Shri Manmath Das Date of Execution - 12/12/2022, Admitted by: Self, Date of Admission: 12/12/2022, Place of Admission of Execution: Office			en2
		Dec 12 2022 1:30PM	LTI 12/12/2022	12/12/2023

95 Lake Garden, City:-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx6P, Aadhaar No: 57xxxxxxxx2420 Status: Representative, Representative of: Sunrise Construction (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Smt Pamela Das Daughter of Shri Rabi Chandra Das Alipore Judges Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027	M.		Panen Don
	12/12/2022	12/12/2022	12/12/2022

Trans	fer of property for L	
CTOM COMMISSION	From	To, with area (Name-Area)
1	Smt Dulurani Das	Sunrise Construction-1.65 Dec
2	Shri Bappa Das	Sunrise Construction-1.65 Dec
3	Smt Bebi Barik	Sunrise Construction-1.65 Dec
4	Smt Rubi Ghosh	Sunrise Construction-1.65 Dec
Trans	fer of property for S	
SI.No	From	To. with area (Name-Area)
1	Smt Dulurani Das	Sunrise Construction-100.00000000 Sq Ft
2	Shri Bappa Das	Sunrise Construction-100.00000000 Sq Ft
3	Smt Bebi Barik	Sunrise Construction-100.00000000 Sq Ft
4	Smt Rubi Ghosh	Suprise Construction-100 00000000 Sn Et

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Rabindranagar Road, Mouza: Laskarpur, , Ward No: 030, Holding No:70 Jl No: 57, Pin Code: 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 965		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number: 1 - 162907038 / 2022

On 12-12-2022

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 13:20 hrs on 12-12-2022, at the Office of the A.D.S.R. GARIA by Shri Avijit Das .

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 51,48,001/-

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

Execution is admitted on 12/12/2022 by 1 Smt Dulurani Das, Wife of Late Makhanlala Das, C143 Rabindra Nagar, P.O: Laskarpur, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession House wife, 2. Shri Bappa Das, Son of Late Makhanlal Das, C143 Rabindra Nagar, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Service, 3. Smt Bebi Barik, Daughter of Late Makhan Das, Peyara Bagan Rajpur Sonarpur (M), P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession House wife, 4. Smt Rubi Ghosh, Daughter of Late Makhanlal Das, ANANDAPALLY PASHCHIM PURBA PUTIARY PURBA PUTIARY, P.O: PURBA Putiary, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by Profession House wife

Indetified by Smt Pamela Das, , , Daughter of Shri Rabi Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-12-2022 by Shri Avijit Das, Partner, Sunrise Construction (Partnership Firm), 95 Lake Gardens, City.-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Smt Pamela Das, , , Daughter of Shri Rabi Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 12-12-2022 by Shri Sanjay Das, Partner, Sunrise Construction (Partnership Firm), 95 Lake Gardens, City:-, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Smt Pamela Das, , , Daughter of Shri Rabi Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,428.00/- (B = Rs 3,400.00/- ,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 3,428/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2022 8:36PM with Govt. Ref. No: 192022230210549548 on 10-12-2022, Amount Rs: 3,428/-, Bank: SBI EPay (SBIePay), Ref. No. 6402866281413 on 10-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,071/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 14379, Amount: Rs.5,000.00/-, Date of Purchase: 09/12/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2022 8:36PM with Govt. Ref. No: 192022230210549548 on 10-12-2022, Amount Rs: 2,071/-, Bank: SBI EPay (SBIePay), Ref. No. 6402866281413 on 10-12-2022, Head of Account 0030-02-103-003-02



Krishnendu Talukdar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2022, Page from 203297 to 203337 being No 162907038 for the year 2022.





Digitally signed by KRISHNENDU TALUKDAR

Date: 2022.12.12 14:16:26 +05:30 Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2022/12/12 02:16:26 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)