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Sub-Sub-Registrar  
 Alipore South 24-Patraswar  
 10-08-2022

### DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY

1. Date : 10th Day of August, 2022.

2. Place : Kolkata.

3. Parties :

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1896

Sl. No..... Date.....  
Sold to..... Subhas Ch. Das  
of..... H.P.C. account of  
Rupees..... 100/-

Samiran Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pgs., Kol-27

1896 on 500/- (No fine demand on



Kartick Sutradhan  
S/o Lt. Bimal Sutradhan  
Ambagan colony, Falta.

District Sub-Registrar's Office  
Alipore, South 24 Parganas

P.O. Bengal enamel -

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P.S. - Noapara.

DIST. 24. PARGANAS

PIN - 743122

Service -

**3.1 (1) SRI SATYEN CHAKRABORTY@ SRI SATYENDRA CHAKRABORTY@ SRI SATYENDRA NATH CHAKRABORTY**, having his PAN - BMFPC4563A, Aadhaar No.6365 3648 9568, Phone No.7679656183, **(2) SRI UTTAM CHAKRABORTY@SRI UTTAM KUMAR CHAKRABORTY**, having his PAN -AJUPC4937D, Aadhaar No.5457 8773 8347, Phone No.9831358560, **(3) SRI JAYANTA CHAKRABORTY@SRI JAYANTA KUMAR CHAKRABORTY**, having his PAN - ADCPC0051A, Aadhaar No.9630 2003 5734, Phone No. 7278839257, **(4) SRI PRASANTA CHAKRABORTY@SRI PRASANTA KUMAR CHAKRABORTY**, having his PAN -AGEPC3612Q, Aadhaar No.6908 8287 7395, Phone No.7003611317, all sons of Late Makhan Lal Chakraborty, by Faith- Hindu, by Occupation - Landlord, by Nationality-Indian, residing at Subudhipur, Masterpara, P.S-Baruipur, Kolkata-700144 in the district-South 24 Parganas, West Bengal, hereinafter Jointly called the **OWNERS/LANDLORDS** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their heirs, executors, representatives, administrators and / or assigns) of the **FIRST PARTY**.

**AND**

**3.2 "TRILOKE PROPERTIES", a partnership Firm**, having its registered office at G. Bose Sarani, P.O. & P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, having its PAN-AAOFT6620M, represented by its partners namely **(1) SRI INDRANIL BAGISH** son of Mrinal Kanti Bagish, having his PAN-AITPB5778R, Aadhaar No.783127223854, Phone No.9123924338, residing at Madarat Battala, P.O.-Madarat, P.S.-Baruipur, District-South 24 Parganas, West Bengal **(2) SRI DEBORSHI DEY** son of Bipul Chandra Dey, having his PAN-AOZPD1950P, Aadhaar No.347710658571, Phone No.9674343611, residing at Village-G. Bose Sarani, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, **(3) SRI KAMALESH MONDAL** son of Manik Chandra Mondal, having his PAN-AVQPM5924J, Aadhaar No.376623893127, Phone No.8910987919, residing at Village-Paschim Salepur, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal **AND (4) SRI KISHOR MAJUMDAR** son of Late Sushil Kumar Majumder, having his PAN-BFWPM1200C, Aadhaar No.943736860255, Phone No.9239069266, residing at Village-Salepur, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, All by faith-Hindu, by Occupation -Business respectively, by Nationality-Indian, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PARTY**.



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**4. Subject Matter of Agreement:**

4.1 All That the piece and parcel land measuring an area 08 Katha 04 Chittack, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32 comprised in L.R. Khatian No. 1084, 1082, 1081, 1083, 482 & 588 under Part of R.S. & L.R. Dag No.681 & 682 Within the limits of Baruipur Municipality, Municipality ward No.13, Holding No.281, 3191 & 3190, Masterpara under P.S-Baruipur, ADSR-Baruipur in the District South 24 Parganas, West Bengal, which is more particularly described in the Schedule hereunder written and hereinafter referred to as the "Said Property".

**Background of the Property:**

**A) Title of MAKHAN LAL CHAKRABORTY:**

WHEREAS one Palan Sepai on 19.09.1960 sold, transferred and conveyed of the Land measuring an area 05 Decimal, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.725 under R.S. Dag No.681 under P.S & ADSR- Baruipur in the district 24 Parganas to one Daud Ali Mollah which was registered at the office of the ADSR-Baruipur and recorded in Book No.1, Volume No.90, Pages from 259 to 261, being Deed No.8607 for the year 1960.

AND WHEREAS Said Daud Ali Mollah on 15.06.1966 transferred the said land to one Makhan Lal Chakraborty, which was registered at the office of the ADSR-Baruipur and recorded in Book No.1, Volume No.98, Pages from 200 to 202, being Deed No. 7954 for the year 1966 and Makhan Lal Chakraborty mutated his name and became the owner of Land measuring an area 05 Decimal, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.725, L.R. Khatian No.588 under R.S. & L.R. Dag No.681 within the limits of Baruipur Municipality, Ward No.13, Holding No.281, Master Para Road under P.S & ADSR- Baruipur in the district South 24 Parganas and erected a dwelling house upon the said plot of land.

**B) Title of BASANTI CHAKRABORTY, SATYENDRA NATH CHAKRABORTY, UTTAM CHAKRABORTY, JAYANTA CHAKRABORTY & PRASANTA CHAKRABORTY;**

AND WHEREAS One Mozehar Gaji on 20.02.1980 sold, transferred and conveyed of all that the piece and parcel of land measuring an area 6.5 Decimal i.e 04 Katha, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S.



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Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to one Chanchal Chakraborty which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No.79, Pages from 43 to 45, being Deed No.758 for the year 1980.

**AND WHEREAS** said Mozehar Gaji on 20.02.1980 sold, transferred and conveyed of all that the piece and parcel of land measuring an area  $2\frac{1}{4}$  Decimal i.e 01 Katha 05 Chittack 15 Sq.Ft, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to one Jayanti Rakshit wife of Binod Bihari Rakshit which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No.71, Pages from 256 to 258, being Deed No.757 for the year 1980.

**AND WHEREAS** said Mozehar Gaji on 20.02.1980 sold, transferred and conveyed of all that the piece and parcel of land measuring an area  $2\frac{1}{4}$  Decimal i.e 01 Katha 05 Chittack 15 Sq.Ft, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to one Jayanti Rakshit wife of Binod Bihari Rakshit & Binod Bihari Rakshit which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No. 71, Pages from 253 to 255, being Deed No.756 for the year 1980.

**AND WHEREAS** said Mozehar Gaji on 20.02.1980 sold, transferred and conveyed of all that the piece and parcel of land measuring an area  $2\frac{1}{4}$  Decimal i.e 01 Katha 05 Chittack 15 Sq.Ft, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to one Binod Bihari Rakshit which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No.77, Pages from 201 to 203, being Deed No.759 for the year 1980.

**AND WHEREAS** said Jayanti Rakshit died intestate leaving behind her husband Binod Bihari Rakshit as her only legal heirs and successors as per Hindu Succession Act' 1956.

**AND WHEREAS** said Chanchal Chakraborty on 26.04.1983 sold, transferred and conveyed of all that the piece and parcel of land measuring an area 6.5 Decimal i.e 04 Katha, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to one Basanti Chakraborty, Satyendra Nath Chakraborty, Uttam Kumar



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Chakraborty, Jayanta Kumar Chakraborty & Prasanta Kumar Chakraborty which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No.50, Pages from 24 to 29, being Deed No.2735 for the year 1983.

**AND WHEREAS** said Binod Bihari Rakshit on 26.04.1983 sold, transferred and conveyed of all that the piece and parcel of land measuring an area 02 Katha, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to said Basanti Chakraborty, Satyendra Nath Chakraborty, Uttam Kumar Chakraborty, Jayanta Kumar Chakraborty & Prasanta Kumar Chakraborty which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No.49, Pages from 21 to 26, being Deed No.2684 for the year 1983.

**AND WHEREAS** said Binod Bihari Rakshit on 26.04.1983 sold, transferred and conveyed of all that the piece and parcel of land measuring an area 02 Katha, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32, R.S. No.70, Touzi No.268 comprised in R.S. Khatian No.728 under R.S. Dag No.682 under P.S & ADSR- Baruipur in the district 24 Parganas to said Basanti Chakraborty, Satyendra Nath Chakraborty, Uttam Kumar Chakraborty, Jayanta Kumar Chakraborty & Prasanta Kumar Chakraborty which was registered at the office of the SR-Baruipur and recorded in Book No.1, Volume No.49, being Deed No.2685 for the year 1983.

**C) Title of SATYENDRA NATH CHAKRABORTY, UTTAM CHAKRABORTY, JAYANTA CHAKRABORTY & PRASANTA CHAKRABORTY:**

**AND WHEREAS** said Makhan Lal Chakraborty died intestate on 10.03.2013 leaving behind his wife Basanti Chakraborty and four sons namely Satyendra Nath Chakraborty, Uttam Chakraborty, Jayanta Chakraborty & Prasanta Chakraborty as his legal heirs and successors as per Hindu Succession Act' 1956 and said Basanti Chakraborty died intestate on 17.06.2016 leaving behind her four sons namely Satyendra Nath Chakraborty, Uttam Chakraborty, Jayanta Chakraborty & Prasanta Chakraborty as her legal heirs and successors.

**AND WHEREAS** said Satyendra Nath Chakraborty, Uttam Chakraborty, Jayanta Chakraborty & Prasanta Chakraborty by virtue of inheritance from their father became the owner of land measuring an area 05 Decimal Le 03 Katha & Structure and from their mother and by virtue of Purchased became the owner of total land measuring an area 11 Katha, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32 comprised in R.S Khatian No.725 &728 under



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Part of R.S. Dag No.681 & 682 under P.S-Baruipur, ADSR-Baruipur in the District South 24 Parganas, West Bengal and they had sold out portion of above land to someone else.

**AND WHEREAS** said Satyendra Nath Chakraborty, Uttam Chakraborty, Jayanta Chakraborty & Prasanta Chakraborty mutated their name before the BL & LRO as well as Baruipur Municipality abd became the joint owner of All That the piece and parcel land measuring an area 08 Katha 04 Chittack ( Physically ), be the same lying and situated at Mouza-Subuddhipur, J.L. No.32 comprised in L.R. Khatian No. 1084, 1082, 1081, 1083, 482 & 588 under Part of R.S. & L.R. Dag No.681 & 682 Within the limits of Baruipur Municipality, Municipality ward No.13, Holding No.281, 3191 & 3190, Masterpara under P.S-Baruipur, ADSR-Baruipur in the District South 24 Parganas, West Bengal which is morefully described in the Schedule-I and hereinafter referred to the "Said Property".

**AND WHEREAS** said Satyendra Nath Chakraborty, Uttam Chakraborty, Jayanta Chakraborty & Prasanta Chakraborty seized, possessed and sufficiently entitle to the said property by demarcating the boundary wall and mutate their name before the Baruipur Municipality and paying taxes regularly in respect of the said property. They have full power and absolute right to enter into this agreement.

**AND WHEREAS** since the lawful and absolute owner in respect of the aforesaid property and have been possessing and enjoying the same, the owner herein entered into this joint venture agreement with the developer.

**AND WHEREAS** the First Party to construct a new building at the said holding but due to lack of finance, men power and technical knowledge he was in search for suitable solvent Developer to implement the aforesaid project and to that effect the said Developer has agreed to develop the said property of the said OWNERS/LANDLORDS and the parties hereto after several discussion have agreed to enter into this Agreement to avoid any future litigation, misunderstanding and dispute in between them and amongst their legal heirs and successors in future.

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

#### **1.0 ARTICLE : I - DEFINATIONS**

**1.1 OWNERS/LANDLORDS** : Shall mean and include **(1) SRI SATYEN CHAKRABORTY@ SRI SATYENDRA CHAKRABORTY@ SRI SATYENDRA**



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**NATH CHAKRABORTY**, having his PAN - BMFPC4563A, Aadhaar No.6365 3648 9568, Phone No.7679656183, **(2) SRI UTTAM CHAKRABORTY@SRI UTTAM KUMAR CHAKRABORTY**, having his PAN -AJUPC4937D, Aadhaar No.5457 8773 8347, Phone No.9831358560, **(3) SRI JAYANTA CHAKRABORTY@SRI JAYANTA KUMAR CHAKRABORTY**, having his PAN - ADCPC0051A, Aadhaar No.9630 2003 5734, Phone No. 7278839257, **(4) SRI PRASANTA CHAKRABORTY@SRI PRASANTA KUMAR CHAKRABORTY**, having his PAN -AGEPC3612Q, Aadhaar No.6908 8287 7395, Phone No.7003611317, all sons of Late Makhan Lal Chakraborty, by Faith- Hindu, by Occupation -Landlord, by Nationality-Indian, residing at Subudhipur, Masterpara, P.S-Baruipur, Kolkata-700144 in the district-South 24 Parganas, West Bengal and their legal heirs, successors, representatives and assigns.

1.2 **PROPERTY** : Shall mean All That the piece and parcel land measuring an area 08 Katha 04 Chittack ( Physically ), be the same lying and situated at Mouza-Subuddhipur, J.L. No.32 comprised in L.R. Khatian No. 1084, 1082, 1081, 1083, 482 & 588 under Part of R.S. & I.R. Dag No.681 & 682 Within the limits of Baruipur Municipality, Municipality ward No.13, Holding No.281, 3191 & 3190, Masterpara under P.S-Baruipur, ADSR-Baruipur in the District South 24 Parganas, West Bengal which is morefully described in the **Schedule I**.

1.3 **DEVELOPER/PROMOTER** : Shall mean and include the said "**TRILOKE PROPERTIES**", a partnership Firm, having its registered office at G. Bose Sarani, P.O. & P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, having its PAN-AAOFT6620M, represented by its partners namely **(1) SRI INDRANIL BAGISH** son of Mrinal Kanti Bagish, having his PAN-AITPB5778R, Aadhaar No.783127223854, Phone No.9123924338, residing at Madarat Battala, P.O.-Madarat, P.S.-Baruipur, District-South 24 Parganas, West Bengal **(2) SRI DEBORSHI DEY** son of Bipul Chandra Dey, having his PAN-AOZPD1950P, Aadhaar No.347710658571, Phone No.9674343611, residing at Village-G. Bose Sarani, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, **(3) SRI KAMALESH MONDAL** son of Manik Chandra Mondal, having his PAN-AVQPM5924J, Aadhaar No.376623893127, Phone No.8910987919, residing at Village-Paschim Salepur, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal **AND (4) SRI KISHOR MAJUMDAR** son of Late Sushil Kumar Majumder, having his PAN-BFWPM1200C, Aadhaar No.943736860255, Phone No.9239069266, residing at



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Village-Salepur, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal

- 1.4 **BUILDING** : shall mean and include commercial and/or residential building or buildings to be constructed on the said property in accordance with the plan sanctioned by the appropriate Authority and with necessary additional structures like pump houses, generator room security arrangement etc. and shall include the car parking and other open spaces intended for the enjoyment by the occupants of the buildings.
- 1.5 **COMMON FACILITIES AND AMENITIES** : shall include corridors, Roof, Drainage and sewerage line and connection all plumbing installations, meter, pump, care taker room if any, stairways, ways etc. and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management for the buildings and/or the common facilities or any of them thereon as the case may be. The owner and the Developer and its respective nominees shall enjoy the roof of the buildings jointly and undividedly however the terraces of the building shall be exclusive owned and used by the Owners. Apart that and also search command areas to be included as saleable area in respect of flats, shops and space in the proposed new building at the said premises which is morefully and particularly described in the **SCHEDULE -V**.
- 1.6 **SALEABLE SPACE** : shall mean the flats, shops, office, garages and building available for independent use and occupation after taking due provision for common facilities and the space required, thereof or against consideration.
- 1.7 **OWNER/LANDLORD'S ALLOCATION** : shall mean 40% share upon construction over the schedule land as per sanction building plan, sanctioned by Baruipur Municipality along with Rs. 25 Lakh refundable advance which is morefully and particularly mentioned in **SCHEDULE-III**.
- 1.8 **DEVELOPER'S ALLOCATION** : shall mean the remaining part of the building made by the Sanctioned Plan. Which is morefully and particularly mentioned in **SCHEDULE -IV**.



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1.9 **ARCHITECT** : shall mean a authorized Architect who will act as an Architect of the said building for designing and planning of the new building at the said premises.

1.10 **BUILDING PLAN** : would mean such plan or plans for the construction of the new building or buildings duly sanctioned by the appropriate authority and shall include any amendments thereto and/ or modifications thereof duly sanctioned by the appropriate authority.

1.11 **TRANSFER**: with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied buildings to Purchasers thereof and will include the meaning of the said terms and defined in Income Tax Act, 1961 and with the provisions of T.P. Act, 1882.

1.12 Words imposed singular shall include plural and vice versa.

1.13 **TRANSFeree** : shall mean a person or persons, firm or association of persons to whom any space in the building or buildings has been transferred.

1.14 Words importing masculine Gender shall include feminine and neuter genders; likewise words importing feminine genders shall include masculine and neuter genders.

## **ARTICLE - II COMMENCEMENT**

2. This Agreement shall begin to have commenced with effect from \_\_\_\_\_  
The date of registered of this Agreement.

## **3.0 ARTICLE - III : TITLE AND INDEMNITIES**

3.1 The owner hereby declare that the owner have marketable title to the said premises and the owner have good right and title to enter into this agreement with the Developer and the owner hereby declare that the said premises is free from all encumbrances, liens, charges, mortgage whatsoever.

3.2 The owner are in physical possession of the premises free from all and any manner of lispendens, charges, liens, attachments, claims, encumbrances or mortgages whatsoever.



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3.3 The owner hereby also undertake that the Developer shall be entitled to construct and complete the building in the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the owner or any person or persons lawfully claiming through or under the owner as long as the Developer fulfils his part of these presents. If the any legal dispute will started during the continuance of this project regarding land then the owner shall liable for the same.

3.4 The Developer undertake to construct the buildings in accordance with the sanctioned plan and undertake to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the owner in any way liable for that. The Developer hereby undertake not to assign and/or transfer the job/construction to any Third Party in any manner whatsoever without consent of the Owners.

3.5 The Developer shall act as an independent contractor in constructing the buildings and undertake to keep the owner indemnified from and against all Third Party claims or compensation and actions arising out of any act or commission of the Developer or any accident in or relative to the construction of the building.

#### **4.0 ARTICLE -IV - EXPLOITATION RIGHTS**

4.1 Immediately after the execution of this Agreement the Developer shall be entitled to deal with the said property on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owners. In accordance with the General Power of Attorney for the purpose of Development and construction of the Buildings contemplated in these presents with Powers to enter into agreement for Sale, lease or let out the various portions of the Developer Allocation with any intending Purchaser/ Purchasers and/or any transferee and to receive interest money and/ or any part payment and entire sale proceeds in respect thereof.

4.2 Immediately after the plan is prepared the parties hereto shall demarcate and identify their respective allocation but in doing so the parties shall see that the demarcation should be done in equitable manner taking into consideration the location, advantage and market value.

#### **5.0 ARTICLE - V - BUILDING**



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5.1 The Developer shall have exclusive right at its own costs to construct the buildings in the said building in accordance with the sanctioned Plan without any hindrance or obstruction from the owner or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The type of construction, specification of materials to be used and the detailed design of the buildings conform to Class - I standard buildings specifications. During such construction the owner and/or his agent shall have the right to inspect and verify the quality of the materials being used by the Developer which is more fully and particularly mentioned in **SCHEDULE - II**.

5.2 The Developer shall install and provide in the buildings at its own costs, overhead water reservoir, and other facilities and amenities as are normally contained in multi-storied buildings in the area, to make the same totally and absolutely habitable. The habitants of the said new building shall bear the common expense which they shall use commonly of the said building has been drawn in **SCHEDULE- VI**.

5.3 The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owner's Allocation to the owner **within 36 months from the date of sanction of the building plan**.

## **6.0 ARTICLE - VI - CONSIDERATION & SPACE ALLOCATIONS**

6.1 In consideration of the owner having agreed to grant an exclusive right to the Developer to commercially exploit the said holding by construction of the new building thereon the owner shall be entitled to the properties as mentioned in **SCHEDULE - III** only of the total sanction area consisting of flats including common areas to be constructed completed and delivered to the owner will be treated as Owner's Allocation. And the remaining flats, shops and spaces in the proposed new building together with undivided proportionate share of land along with common areas in the proposed new building shall be treated as absolute allocation of the Developer. The Owner's Allocation has been more clearly and down in the **SCHEDULE- IV**.

6.2 The Developer and the owner and their respective nominees shall use the roof undividedly and commonly.

6.3 The owner shall be entitled to transfer or dispose of the Owner's Allocation in the building without any objection right or claim from the Developer and shall have exclusive right to enter into Agreement For Sale and transfer the same without any right, claim,



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demand, interest whatsoever or howsoever from the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation But for that particular flat or portion the owner/ intending purchaser/s shall pay the service tax to the developer as per Govt. Rules.

6.4 The entire buildings shall be of uniform construction with the standard first class building materials and if at any time the owner shall require the Developer to provide any other kind of materials or additional facilities in the Owner's Allocation, all extra costs, charges and expenses incurred by the Developer.

6.5 The Developer shall use standard quality of materials for the construction of the entire building. The owner shall have the authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the owner or his Inspector/Agent from making such inspection, at any point of time of such constructions, as may be desired by the Owner.

6.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said buildings without in any way disturbing the common facilities situated thereon will the exclusive right to deal with, enter into Agreements for and transfer the same without any right, claim demand, interest, whatsoever however of the owner and the owner or any person or persons lawfully claiming through them shall not disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation.

## **7.0 ARTICLE - VII - COMMON FACILITIES**

7.1 All rates and taxes and outgoing if any in respect of the said holding shall be borne and paid in the manner follows :-

- a) By the owner up to the commencement of execution of the project.
- b) During the execution of its project 100% and by the Developer.
- c) After the completion date proportionate ratio as owned by the owner and/or the Purchasers of the Owner's Allocation and balance by the Developer and/or by the Purchasers by the Developer's Allocation.



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7.2 As soon as the Owner's Allocation in the new building is complete in habitable condition the Developer shall give written notice to the owner to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other statutory outgoing and imposition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said Rates") payable in respect of the said Owner's Allocation. Similar and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation which is more particularly described in **SCHEDULE-IV**. The said rates are to be apportioned pro rata with reference to the saleable space in the building if they are levied on the building as a whole. The certificate of the Architect in respect of the said building as to its completion in terms hereof and the quality of the materials used therein shall be final and binding on the parties which is more fully and particularly mentioned in the **SCHEDULE - II**.

7.3 As and from the date of service of the notice of possession the owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate share in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect to their respective allocations, the said charges to include premium for tile insurance of the buildings, water, fire and scavenging charges and taxes, light, sanitation maintenance operation and repair and removal charges for bill collection and management of the common facilities, renovation, replacement repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, transformers, pumps, motors, and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passage ways, pathways and other common facilities whatsoever including creation of a sinking fund, certificates of the Architect respect of the said building as to its completion in terms hereof and the quality shall be final and binding on the parties.

7.4 Any transfer or any part of the Owner's Allocation of the new building shall be subject to the same provisions hereof and the respective transferee shall be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities as it is done in case of apartment owner under Apartment Ownership Act.

7.5 Both the Developer and the owner herein shall enjoy the respective allocation/portions in the said building under their occupation with absolute right to alienate transfer, sell, gift,



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etc. and such rights of the parties in no way could be taken off or infringe by either of the parties under any circumstances.

7.6 The owner shall not do anything by which the Developer shall be prevented from construction and completing of the said building as per the approved plan.

## **8.0 ARTICLE - VIII - COMMON RESTRICTIONS**

The owner allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's Allocation in the building which are as follows :-

8.1 Neither party shall use or permitted to use the respective allocations in the building or any portion thereon for carrying any obnoxious, illegal and immoral trade or activities nor use the same for any purpose which may cause any nuisance or annoyance to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other and the appropriate authority in their behalf.

8.3 Neither party shall transfer or permitted to transfer their respective allocation unless the proposed transfer gives a written undertaking to the effect that said transfer shall remain bound by the terms and conditions hereof and pay all and whatever shall be payable relating to the areas under their possession.

8.4 Both the parties shall abide by all the laws, bye laws, rules and regulations of the Government Statutory Bodies and/or local bodies as the case may be or shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.5 The respective allottees or their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceilings etc. in good and working conditions and in particular not to cause any damage to the building or any portion thereof.

8.6 Neither party of their transferees shall do or cost to be done any act or things which may cause any damage to the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from any such damages.



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8.7 No goods shall be kept by either party or their transferee in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement or of the corridors and other places of common use in the building which is more fully and particularly mentioned in the **SCHEDULE - VII**.

#### **9.0 ARTICLE - IX MISCELLANEOUS**

9.1 The owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construed as a Partnership between the Developer and the owner or as a Joint Venture between them nor shall be Developer and the owner in any manner constitute an Association of Persons. The parties hereto entered into this agreement for their separate mutual benefits and interest and for which the property herein mentioned shall not be changed and/or encumbered in any manner whatsoever.

9.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the owner and various applications and other documents may be required legally to be signed or made by the owner relating to which no specific provisions has been made herein. The owner hereby authorizes the Developer to do all such lawful acts, being required by the Developer in his behalf to execute any such additional power or powers of Attorney and/or his authorization or authorizations as may be legally required by the Developer for the purpose of construction the said building and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose which will be expressly stated herein shall not in any way prejudice the interests of the owner detailed hereinbefore but the owners shall pay the GST, Transformer & meters Cost to the developer.

9.3 The Developer shall in consultation with the owner be entitled to frame a scheme for the management and administration of the said Buildings and/or common parts thereof. The Developer hereby says and confirm that it would hand over the Owner's portion first to the satisfaction to the owner and only after allotment of such portion of the owner the Developer shall be entitled to deliver its share of allocation to the intending Purchasers in the new building at the said premises. Be it specifically mentioned here that the Developer shall issue written notice to the owner either by registered with A/D or by hand inviting the owner to take possession and upon expiry of seven days from the date of receiving the notice thereof if



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the owner fail or neglect to take possession of his allocation in the new building it will be treated and/ or deemed that possession of the Owner's Allocation has been duly handed over to the Owner. And in that event the Developer shall at liberty to deliver and/or handover it's allocation in favour of its nominee/nominees being the intending Purchasers for flats and spaces in the new building.

9.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the owner if delivered by hand against receipt thereof or sent by prepaid registered post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the, Developer, at the address given hereinabove.

9.5 Be it mentioned here that during the construction of the building and till the Developer share of allocation is fully disposed of, the Developer shall always remain the symbolic owner of the entire structural area in the proposed new building as would be constructed by the Developer by its own costs and expenses and after handing over vacant possession of the Owner's Allocation. The ownership of the owner will automatically change to the extent that the owner will be the owner of structural area of his allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the owner or his duly authorised Attorney shall sell, convey and transfer the remaining undivided proportionate share of land either to the Developer or its nominee or nominees being the intending Purchaser or Purchasers of flats/spaces without taking any other or further consideration save and except the Owner's Allocation either from the Developer or from its nominee or nominees.

9.6 That Sukumar Pal, Advocate, High Court, Calcutta has drafted and drawn this document and shall draft and draw all documents related to the project concerning the owner and Developer and those for selling portions of the Developer.

9.7 The name of the Complex/Building shall be "**CHARU-KUNJA**".

## **10.0 ARTICLE-X - MUTUAL OBLIGATIONS**

10.1 The Developer undertake that the building will be completed within the time stipulated hereinabove and in case of Will full Negligence on the part of the Developer by not handing over Owner's Allocation within the stipulated period in that event the



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Developer shall pay a sum of Rs.500/- (Rupees five thousand) only per day to the owner as and by way of compensation.

- 10.2 The owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and or default on the part of the Owner, in that event, the Developer shall be entitled to compensation for all expenses incurred by them which would be assessed by the Engineers to be appointed by consent of both parties.
- 10.3 The owner and Developer jointly undertake not to transfer, mortgage, charge or lease in any way or encumber the said property or property which is the subject matter of this Agreement in any manner whatsoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and/or create charge the structure constructed on the Developer' share of allocation before any nationalized bank or private bank but in such case the owner shall not be financially liable or responsible for the charge created by the Developer and such charge created will be with his written consent of the Owners i.e.NOC.
- 10.4 In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 10.5, but no party shall be entitled to terminate this Agreement unless there is a breach to any of the terms or contained in this Agreement.
- 10.5 All disputes between parties relating to this Agreement or the purpose remaining and interruption thereof shall be referred to any civil and criminal court within jurisdiction.
- 10.6 The owner have this day handed over all original documents related to the properties to the Developer against proper receipt on condition such documents will be returned back to the Owner, if this agreement fails and/or determined for any reason whatsoever.
- 10.7 The parties hereto agreed that the scraps of the existing building shall be sell by the developer and the owners shall be accommodate with their family in suitable place at the cost (rent of house will be Rs. 26000/- per month i.e. Rs. 6500/- for each Owner) of the said developer and the developer will pay the accommodation cost upto the handed over of the owners' allocation.
- 10.8 If any dispute arise during the developing period upon the said plot of land and it comes from outside not between the parties then the developer will not provide the



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house rent mentioned above para no.10.7, After solution the same by the Landowner it will be continued as before.

## **11.0 ARTICLE -XI - FORCE MAJEURE**

11.1 The parties hereto shall not be considered to be liable for any collection hereunder to the extent of the performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of force Majeure.

11.2 Force Majeure shall mean flood, earthquake, riot, war, and storm, tempest civil connection, which are beyond the reasonable control of the parties.

## **12.0 ARTICLE-XI - PENAL CAUSE**

It is made clear that Developer are prevented from proceedings with the construction work during the continuance of such construction or prevented from starting the construction by any action on the part of the owner or his agent or any person claiming any right under the Owners, in that case the Developer shall have the right to rescind and/ or cancel this Agreement and also to claim refunds of all sums paid by the Developer to the owner in the meantime along with the amount if any, spent on account of the construction work or sanction of building plan of the building together an interest at the building rate of interest.

### **13. ARTICLE - XIII - JURISDICTION**

The High Court at Calcutta and Courts Sub-ordinate thereto shall exclusively have jurisdiction to entertain, try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

## **DEVELOPMENT POWER OF ATTORNEY**

**NOW KNOW WE AND THESE PRESENTS WITNESSETH THAT** We, the said Owners of the said property doth hereby nominate, constitute and appoint "**TRILOKE PROPERTIES**", a **partnership Firm**, having its registered office at G. Bose Sarani, P.O. & P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, having its PAN-AAOFT6620M, represented by its partners namely **(1) SRI INDRANIL BAGISH** son of Mrinal Kanti Bagish, having his PAN-AITPB5778R, Aadhaar No.783127223854, Phone No.9123924338, residing at Madarat Battala, P.O.-Madarat, P.S.-Baruipur, District-South 24 Parganas, West Bengal **(2)**



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**SRI DEBORSHI DEY** son of Bipul Chandra Dey, having his PAN-AOZPD1950P, Aadhaar No.347710658571, Phone No.9674343611, residing at Village-G. Bose Sarani, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal, **(3) SRI KAMALESH MONDAL** son of Manik Chandra Mondal, having his PAN-AVQPM5924J, Aadhaar No.376623893127, Phone No.8910987919, residing at Village-Paschim Salepur, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal **AND (4) SRI KISHOR MAJUMDAR** son of Late Sushil Kumar Majumder, having his PAN-BFWPM1200C, Aadhaar No.943736860255, Phone No.9239069266, residing at Village-Salepur, P.S.-Baruipur, Kolkata-700144, District-South 24 Parganas, West Bengal as our true and lawful attorney for me in my name and on our behalf to act make performs execute and exercise all or any of the several acts, deeds, powers, authorities, matters and things herein below mentioned that is to say :-

1. To sign and execute all necessary papers and documents as my said attorney thinks fit and proper. The attorney will develop the said property according to the sanction plan, sanction by the Baruipur Municipality.
2. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell the developer's allocation which is morefully and particularly described in the schedule herein. The developer would sale out the developer's allocation which is more particularly described in the Schedule herein.
3. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money in respect of the Developer's Allocation and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.
4. Upon such receipt as aforesaid in my name and as my act and deed, to sign, execute, registered and deliver any conveyance or conveyances of the said developer's allocation in favour of the said purchaser or his nominee or assignees.
5. To sign and execute all other deeds, instruments and assurances which he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as I could do myself, if personally present.
6. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the sub-Registrar or Registrar having authority for



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and to have the said conveyance registered and to do all acts, deeds and things which may said attorney shall consider necessary or purchaser as fully and effectually in all respects as I could do the same myself.

7. To sign effect mutation or separation of holding in the settlement record or any other records maintained by the appropriate authorities as also in the assessment record maintained by the Municipality and to sign all applications and objections relating thereto.
8. To appear for and represent me before any judge, Magistrate, Munsiff and all Government Offices, such as B.L. & L.R.O., D.L. & L.R.O. etc. or any other authority in all matters and things relating to the said property or its affairs ancillary thereto.
9. To appear for and represent me in all Courts, Civil, Criminal or Revenue including Labour Tribunals as also original Revisional or Appellate Court, in any Registration office and to sign execute verify and file plaints, written statements, petitions and also to prefer appeals to any Court and to accept service of all summons, Notices and other process of Law relating to or concerning with the said premises.
10. To compromise, compound or withdraw cases or be unsuited or to refer to Arbitration all disputes and differences arising out of the said property and the present agreement.
11. To appoint, nominate and to authorize any Advocate or pleader in any of the aforesaid matters of his own choice other than themselves.
12. To apply before the appropriate authority and to obtain temporary and permanent connection of water, electricity, power as also to apply for and obtain permanent drainage and sewerage connection at the said developer's allocation for and on my behalf as my authorized agent.
13. To appoint, engage of my behalf pleaders, advocates, counsel or solicitors wherever my said attorney shall think fit and proper to do so and to discharge and/or terminate its appointment.
14. To withdraw and receive documents or money from any Registration office and/or Courts for an on my behalf as my authorized agent.



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**AND GENERALLY** to do, execute and perform any other acts or acts, deed or deeds matter or things whatsoever which is in the opinion of my said Attorney ought to be done, execute and performed in relation to the said premises or affairs ancillary or incidental thereto as fully and effectually as could do the same by myself if personally be represent, provided always that all such dealings shall not in any way foster or create any financial liability upon me.

And I hereby agree to ratify and confirm all and whatever other Act or Acts my said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the sale of the said property under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

**THE SCHEDULE - I ABOVE REFERRED**  
**(Description of the Land)**

All That the piece and parcel land measuring an area 08 Katha 04 Chittack, be the same lying and situated at Mouza-Subuddhipur, J.L. No.32 comprised in L.R. Khatian No. 1084, 1082, 1081, 1083, 482 & 588 under Part of R.S. & L.R. Dag No.681 & 682 Within the limits of Baruipur Municipality, Municipality ward No.13, Holding No.281, 3191 & 3190, Masterpara under P.S-Baruipur, ADSR-Baruipur in the District South 24 Parganas, West Bengal.

On the North : Municipal Road;

On the South : 27 feet wide Municipal Metal Road;

On the East : Property of Shakar Dutta;

On the West : Vacant Land;

**THE SCHEDULE -II ABOVE REFERRED TO**  
**(DETAILS OF THE SPECIFICATION)**

1. **Building** : Building with R.C.C. framed structure with suitable foundation as per design of the consulting engineer.
2. **Brick Wall** : All exterior walls shall be of quality bricks approved by the Engineer.



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3. **Flooring and Skirting** : Floor, skirting of all rooms, kitchen and veranda shall be of Tiles.
4. **Plaster** : The outside of the building will have plaster  $\frac{1}{2}$ " thick (average), inside plaster will be  $\frac{3}{4}$ " thick (average).
5. **Door and windows** :
  1. **MAIN ENTRANCE DOOR** :
    - a. Commercial flash door Laminated on the both sides.
    - b. Wood door frame as Sal Wood.
    - c. Peep hole.
    - d. Handle from outside.
    - e. Hasbold
  2. **OTHER DOOR** :
    - a. Commercial flash door.
    - b. Wooden frame as Sal Wood.
  3. **WINDOWS** :
    - a. All window frame will be made of quality Aluminium Channel. Engineer and Grills would be of 3mm thick mild steel and suitable paint finish.
6. **TOILET FITTINGS** :
  - a. 5'-0" height glazed tiles finish above the skirting levels of 0'-3".
  - b. One Indian type toilet or one W.C.
  - c. Shower and tap in the toilet.
7. **KITCHEN FITTINGS** :
  - a. Kitchen will have one black stone slab and granite finish.
  - b. 2'-0" height glazed tiles above the black stone slab.
  - c. One Still sink with water tap.



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**8. ROOF:**

- a) Over the R.C.C roof concrete slab screening with water proofing compound and neat cement on top.
- b) 3'-0" height parapet wall plastered on both sides shall be provided all round the roof slab.
- c) Suitable asbestos cement ram water pipe for proper drainage of water from roof.

**9. ELECTRICAL:**

- a) 2 light points, one fan point in each bed room and one 5AMP plug point and drawing-cum-dining room, one additional plug point to be provided in each board. One fuse with visual indication per board shall be provided.
- b) One light point, one fan point and one Fridge point in drawing- cum-dining room.
- c) One light point, one plug point and one point for exhaust fan, one point for mixture in kitchen will be provided.
- d) One light point.
- e) All Wiring shall be concealed type copper Wire and switches on Board.
- f) One light point in each landing of the staircase shall be provided.
- g) One calling bell point for each flat.

**10. WATER SUPPLY:**

- a) R.C.C. leak proof overhead reservoir will be provided at the top as per design.
- b) Suitable electric pump will be installed at the ground floor to deliver water to overhead reservoir to ensure round the clock water supply.

**13. SEWERAGE AND DRAINAGE :** Septic tank of suitable size, soil link, outlets, from toilets, along with catch pits for collecting sater, and water from kitchen shall be provided, wherever necessary both soil and rain water lines shall be connected. Sewerage/drainage lines according to the Sanctioned plan.

**14. COMPOUND:**



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Compound wall will be paved wherever required and shall be round with wall and round along with a main gate for entrance.

**15. WHITE WASH & COLOUR WASH:**

- a) The building shall be painted externally with cement based coloured paint such as snowcem.
- b) The inside of the building shall be finished with putti.

**16. 4 numbers of Collapsible Gate of the 4 Main entrance of the Owner have provided by the Developer.**

**Note:** For any extra works apart from the above-stated specifications will have to be borne by the Owner.

**THE SCHEDULE - III ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

**ALL THAT** the 40% share upon construction over the schedule land as per sanction building plan, sanctioned by Baruipur Municipality along with Rs. 25 Lakh refundable advance together with proportionate right of Land along with proportionate right to use the vacant space and roof. The Developer shall issued a Possession Letter in respect of Owner's Allocation after habitable Condition of the project as per building sanction plan.

**N.B- After obtaining the sanction building plan, both the parties shall executed a supplementary development Agreement for Specification of Flats, Car Parking Space or Commercial Space etc. and Choice shall be 50:50 between the parties.**

**THE SCHEDULE - IV ABOVE REFERRED**  
**TO (DEVELOPERS' ALLOCATION)**

**ALL THAT** the remaining part of the building made by the Sanctioned Plan except owners' allocation.



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**THE SCHEDULE - V ABOVE REFERRED TO**  
**(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements right, and appurtenances belonging to the said property and the building.
2. Staircase on all the floors.
3. Staircase landings on all floor
4. Common passage and lobby on the ground floor excepting for parking space area if any.
5. Water pump water tank water pipes and other common plumbing installations.
6. Electrical substation, electrical, wiring meter room generator room and fittings.
7. Water and sewage evacuation pipes from the units to drains and sewers common to the building(s).
8. Drainage, sewers and pipes from the building to the Barulpur Municipality drainage.
9. Pump room.
10. Boundary walls and main gates.
11. Ventilation duct.
12. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developers expressly to be the common parts after construction of the building.
13. Lift facility on each floors.
14. Transformer.

**THE SCHEDULE - VI ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath



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rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings, water Pump and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

#### **THE SCHEDULE - VII ABOVE REFERRED TO (Common Rights)**

1. The clear un-interruptional right of access in common with the owner and/or owner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises and premises roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.



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IN WITNESS WHEREOF the parties above named have hereunto set and subscribed their respective hands to these presents on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED by the Parties**

above named in presence of

**WITNESSES:**

1. Pratik Chakraborty  
Monteponi, Barripur,  
Kolkata - 700144

2. Somir Nasar.  
Banapuri, Sonarpur.  
Pin - 700145.

Saljen Chakraborty  
Uttam Chakraborty  
Jayanta Chakraborty

Prasanta Chakraborty

**Signature of the OWNERS**

Triloke Properties

*Debmalya Roy*

Partner

Triloke Properties

*Ramakishan Mondal*

Partner

Triloke Properties

*Debajyoti Roy*

Partner

Triloke Properties

*Kishore Agarwal*

Partner

**Signature of the DEVELOPERS**

Drafted and prepared by :

*Sukumar Pal*

**MR. SUKUMAR PAL**

Advocate

High Court, Calcutta

Bar No. : 13

Enrolment No. : F-650/169/1999

Ph. : 2432-5368 / 9831144627



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## Memo of Consideration

Received from the within named Developer the within mentioned sum of **Rs.25,00,000/- (Rupees Twenty Five Lakh only)** towards adjustable advance for development of Schedule-I Property above by the Owners in the following manner :

Mode	Date	Bank	Amount (Rs.)
RTGS Satyen Chakrabarty	08.08.2022	SBI	6,00,000/-
Transfer Satyen Chakrabarty	08.08.2022	SBI	2,00,000/-
Cash Satyen Chakrabarty	08.08.2022	-----	2,00,000/-
RTGS Uttam Chakrabarty	08.08.2022	SBI	5,00,000/-
Transfer Jayanta Chakrabarty	08.08.2022	SBI	5,00,000/-
Transfer Prasanta Chakrabarty	08.08.2022	SBI	5,00,000/-
Rupees Twenty Five Lakh only			25,00,000/-

Witnesses :

1. Pratik Chakrabarty

2. Sanir Akter

Satyen Chakrabarty  
Uttam Chakrabarty  
Jayanta Chakrabarty  
Prasanta Chakrabarty

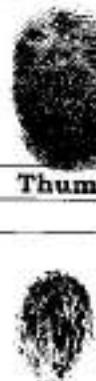
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Signature of the OWNERS



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**SPECIMEN FORM FOR TEN FINGER PRINTS**

	<i>Salwan Chakraborty</i>	 Little				
		 Ring				
 Middle					 Fore	
(Left Hand)						
	<i>Uttam Chakraborty</i>	 Thumb				
		 Middle				
(Right Hand)						
	<i>Jayanta Chakraborty</i>	 Little				
		 Ring				
(Left Hand)						
	<i>Prasanta Chakraborty</i>	 Thumb				
		 Middle				
(Left Hand)						
	<i>Prasanta Chakraborty</i>	 Little				
		 Ring				
(Right Hand)						



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**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Devin D. Bagni*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Fore	Little



*Deb G. in Det.*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little



*Reinaldo S. Mandel*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little



*Kishan Singh*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little



District Sub-Registrar-III  
Alipore, South 24 Parganas

10 AUG 2022



अमरतं सरकार  
Government of India

Kartick Sutradhar  
Father: Bimal Sutradhar  
DOB: 22/12/1982  
Male



9426 7408 7897

मेरा आधार, मेरी पहचान

Kartick Sutradhar



आमने-सामने पहुँच-परिवर्तन  
Unique Identification Authority of India

Address:  
S/O: Bimal Sutradhar, PALTA AMBAGAN COLONY,  
NEAR-OLD WATER TANK, PALTA, North Barrackpore (m),  
North 24 Parganas, Bengal Enamel, West Bengal, 743122.

9426 7408 7897



http://uidai.gov.in

www.uidai.gov.in

### Major Information of the Deed

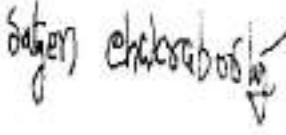
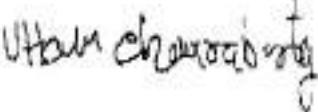
Deed No :	I-1603-12526/2022	Date of Registration	12/08/2022
Query No / Year	1603-2002421881/2022	Office where deed is registered	
Query Date	09/08/2022 10:54:30 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sukumar Pal Hight Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017449919, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 59,39,994/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 25,060/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

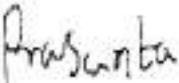
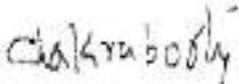
District: South 24-Parganas, P.S:- Baruipur, Municipality: BARUIPUR, Road: Master Para Road, Mouza: Subuddhipur, , Ward No: 013, Holding No:281 Jl No: 32, Pin Code : 700144

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-682	RS-1084	Bastu	Bastu	8 Katha 4 Chatak	1,00,000/-	59,39,994/- Property is on Road Adjacent to Metal Road,
	Grand Total :				13.6125Dec	1,00,000 /-	59,39,994 /-

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	<b>Mr SATYAN CHAKRABORTI, (Alias: Mr SATYENDRA NATH CHAKRABORTY)</b> Son of Late MAKHAN LAL CHAKRABORTY Executed by: Self, Date of Execution: 10/08/2022 Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			
10/08/2022      LTI      10/08/2022				
SUBUDHIPUR,MASTERPARA, City:- , P.O:- BARUJPUR, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: BMxxxxxx3A, Aadhaar No: 63xxxxxxxx9568, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office				
2	Name	Photo	Finger Print	Signature
2	<b>Mr UTTAM CHAKRABORTY, (Alias: Mr UTTAM KUMAR CHAKRABORTY)</b> Son of Late MAKHON LAL CHAKRABORTY Executed by: Self, Date of Execution: 10/08/2022 Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			
10/08/2022      LTI      10/08/2022				
SUBUDHIPUR, MASTERPARA, City:- , P.O:- BARUJPUR, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AJxxxxxx7D, Aadhaar No: 54xxxxxxxx8347, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office				
3	Name	Photo	Finger Print	Signature
3	<b>Mr JAYANTA CHAKRABORTY, (Alias: Mr JAYANTA KUMAR CHAKRABORTY)</b> Son of Late MAKHAN LAL CHAKRABORTY Executed by: Self, Date of Execution: 10/08/2022 Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			
10/08/2022      LTI      10/08/2022				

SUBUDHIPUR, MASTERPARA, City:-, P.O:- BARUJPUR, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ADxxxxxx1A, Aadhaar No: 96xxxxxxxx5734, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office

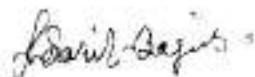
4	Name	Photo	Finger Print	Signature
	<b>Mr PRASANTA CHAKRABORTY, (Alias: Mr PRASANTA CHAKRABORTY)</b> Son of Late MAKHAN LAL CHAKRABORTY Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			 
		10/08/2022	LTI 10/08/2022	10/08/2022

City:-, P.O:- BARUJPUR, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AGxxxxxx2Q, Aadhaar No: 69xxxxxxxx7395, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>TRILOKE PROPERTIES</b> G.BOSE SARANI, City:-, P.O:- BARUJPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144 , PAN No.: AAxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	<b>Mr INDRANIL BAGISH</b> Son of Mr. MRINAL KANTI BAGISH Date of Execution - 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 , Place of Admission of Execution: Office			
	Aug 10 2022 12:21PM	LTI 10/08/2022		10/08/2022

MADARAT BATTALA, City:-, P.O:- BARUJPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Alxxxxxx8R, Aadhaar No: 78xxxxxxxx3854 Status : Representative, Representative of : TRILOKE PROPERTIES (as PARTNERS)

2	Name	Photo	Finger Print	Signature
Mr DEBORSHI DEY <b>(Presentant )</b> Son of Mr BIPUL CHANDRA DEY Date of Execution - 10/08/2022, , Admitted by: Self, Date of Admission: 10/08/2022, Place of Admission of Execution: Office				<i>Debshi Dey.</i>

G. BOSE SARANI, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AOxxxxxx0P, Aadhaar No: 34xxxxxxxx8571 Status : Representative, Representative of : TRILOKE PROPERTIES (as PARTNERS)

3	Name	Photo	Finger Print	Signature
Mr KAMALESH MONDAL Son of Mr. MANIK CHANDRA MONDAL Date of Execution - 10/08/2022, , Admitted by: Self, Date of Admission: 10/08/2022, Place of Admission of Execution: Office				<i>Kamalesh Mondal.</i>

PASCHIM SALEPUR, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AVxxxxxx4J, Aadhaar No: 37xxxxxxxx3127 Status : Representative, Representative of : TRILOKE PROPERTIES (as PARTNERS)

4	Name	Photo	Finger Print	Signature
Mr KISHOR MAJUMDER Son of Late SUSHIL KUMAR MAJUMDAR Date of Execution - 10/08/2022, , Admitted by: Self, Date of Admission: 10/08/2022, Place of Admission of Execution: Office				<i>Kishor Majumder.</i>

SALEPUR, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BFxxxxxx0C, Aadhaar No: 94xxxxxxxx0255 Status : Representative, Representative of : TRILOKE PROPERTIES (as PARTNERS)

#### Identifier Details :

Name	Photo	Finger Print	Signature
Mr KARTICK SUTRADHAR Son of Late BIMAL SUTRADHAR AMBGAN COLONY, PALTA, City:- , P.O:- BENGAL ENAMEL, P.S:-Noapara, District:-North 24-Parganas, West Bengal, India, PIN:- 743122			<i>Kartick Sutradhar.</i>

Identifier Of Mr SATYAN CHARKABORTI, Mr UTTAM CHAKRABORTY, Mr JAYANTA CHAKRABORTY, Mr PRASANTA CHAKRABORTY, Mr INDRANIL BAGISH, Mr DEBORSHI DEY, Mr KAMALESH MONDAL, Mr KISHOR MAJUMDER

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr SATYAN CHAKRABORTI	TRILOKE PROPERTIES-3.40313 Dec
2	Mr UTTAM CHAKRABORTY	TRILOKE PROPERTIES-3.40313 Dec
3	Mr JAYANTA CHAKRABORTY	TRILOKE PROPERTIES-3.40313 Dec
4	Mr PRASANTA CHAKRABORTY	TRILOKE PROPERTIES-3.40313 Dec

### Land Details as per Land Record

District: South 24-Parganas, P.S.: Baruipur, Municipality: BARUIPUR, Road: Master Para Road, Mouza: Subuddhipur, , Ward No: 013, Holding No:281 JI No: 32, Pin Code : 700144

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 682, RS Khatian No:- 1084		Mr PRASANTA CHAKRABORTY

On 10-08-2022

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

Presented for registration at 11:54 hrs on 10-08-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr DEBORSHI DEY .

**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 59,39,994/-

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

Execution is admitted on 10/08/2022 by 1. Mr SATYAN CHAKRABORTI, Alias Mr SATYENDRA NATH CHAKRABORTY, Son of Late MAKHAN LAL CHAKRABORTY, SUBUDHIPUR,MASTERPARA, P.O: BARUIPUR, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Retired Person, 2. Mr UTTAM CHAKRABORTY, Alias Mr UTTAM KUMAR CHAKRABORTY, Son of Late MAKHON LAL CHAKRABORTY, SUBUDHIPUR, MASTERPARA, P.O: BARUIPUR, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Retired Person, 3. Mr JAYANTA CHAKRABORTY, Alias Mr JAYANTA KUMAR CHAKRABORTY, Son of Late MAKHAN LAL CHAKRABORTY, SUBUDHIPUR, MASTERPARA, P.O: BARUIPUR, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Retired Person, 4. Mr PRASANTA CHAKRABORTY, Alias Mr PRASANTA CHAKRABORTY, Son of Late MAKHAN LAL CHAKRABORTY, P.O: BARUIPUR, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Retired Person

Indetified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

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

Execution is admitted on 10-08-2022 by Mr INDRANIL BAGISH, PARTNERS, TRILOKE PROPERTIES (Partnership Firm), G.BOSE SARANI, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144

Indetified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

Execution is admitted on 10-08-2022 by Mr DEBORSHI DEY, PARTNERS, TRILOKE PROPERTIES (Partnership Firm), G.BOSE SARANI, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144

Indetified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

Execution is admitted on 10-08-2022 by Mr KAMALESH MONDAL, PARTNERS, TRILOKE PROPERTIES (Partnership Firm), G.BOSE SARANI, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144

Indetified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

Execution is admitted on 10-08-2022 by Mr KISHOR MAJUMDER, PARTNERS, TRILOKE PROPERTIES (Partnership Firm), G.BOSE SARANI, City:- , P.O:- BARUIPUR, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144

- Indentified by Mr KARTICK SUTRADHAR, , Son of Late BIMAL SUTRADHAR, AMBGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service



Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 12-08-2022

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25,060/- ( B = Rs 25,000/-, E = Rs 28/-, H = Rs 28/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,060/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2022 1:45PM with Govt. Ref. No: 192022230096132431 on 11-08-2022, Amount Rs: 25,060/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BVLMTY4 on 11-08-2022, 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/-, by online = Rs 2,071/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 053113, Amount: Rs.5,000/-, Date of Purchase: 02/08/2022, Vendor name: S Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2022 1:45PM with Govt. Ref. No: 192022230096132431 on 11-08-2022, Amount Rs: 2,071/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BVLMTY4 on 11-08-2022, Head of Account 0030-02-103-003-02



Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1603-2022, Page from 434860 to 434899  
being No 160312526 for the year 2022.**



Digitally signed by Debasish Dhar  
Date: 2022.08.12 17:52:52 +05:30  
Reason: Digital Signing of Deed.

**(Debasish Dhar) 2022/08/12 05:52:52 PM**

**DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.**

**(This document is digitally signed.)**