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Additional District Sub-Registrar
Kadambagachi, North 24 Pgs

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

Signature
Additional District Sub-Registrar
Kadambagachi, North 24-Pgs

01 DEC 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at KOLKATA on
this 1ST day of December 2023.

BETWEEN

04 NOV 2020

2603 Date
Sold to: Sarapam Bardher Adv.
1 High cut - cut
Rupees: 17

Samiran D.
Stamp Vendor
Alipore Police C.
North 24 Pgs



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Champak Sarkar
816 Lt. Debendra Nath Sarkar,
vill + po Dakshinchakra
pin - 74 7242
ps- Baduria.
Dnt N. 24 pgs.
Occupation pro fessional.

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1. **SRI SWAPAN KUMAR DAS**, PAN-ADGPD9394K, Voter ID No.-WB/20/138/669145, Aadhaar No.3600 8542 9860, Mobile No- 9831483730, son of Late Kumar Krishna Das, residing at 15E, Hari Mohan Dutta Road, Dum Dum Cantonment, P.O. Dum Dum, P.S. Dum Dum, Dist. North 24 Parganas, Kolkata-700028,

2. **SRI SOMNATH DAS**, PAN-ADGPD9395J, Voter ID No.-RXC0769273, Aadhaar No.4344 1261 8673, Mob No- 9831087169, son of Late Kumar Krishna Das, residing at 15E, Hari Mohan Dutta Road, Dum Dum Cantonment, P.O. Dum Dum, P.S. Dum Dum, Dist. North 24 Parganas, Kolkata-700028,

3. **SRI AJOY KUMAR DAS**, PAN-AJCPD9658E, Voter ID No.-WB/13/090/054836, Aadhaar No.4742 8055 7780, Mob No- 9063168749, son of Late Kumar Krishna Das, residing at Barbaria, Jagannathpur, P.O. Jagannathpur, P.S. Barasat at present Duttapukur, Dist. North 24 Parganas, Kolkata-700126, all by Faith-Hindu, by Nationality Indian, by Occupation Business, hereinafter called and referred to as the **PARTIES** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** respective legal heirs, executors, administrators, legal representatives and/or assigns) OF THE **OWNERS/FIRST PART**

AND



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WESTROAD HOUSING AND INFRASTRUCTURE LIMITED, a Limited Company (Company Identification Number – U45500WB2022PLC257974) having it's Registered Office at Suite No. 814 , PS QUBE , Plot No-II D /31/1, Street No. 1111, Major Arterial Road, New Town, 700161, West Bengal and Income Tax Permanent Account No. –AADCW4006C, represented by its **Authorized Signatory / Director, Mr. Susanta Chatterjee** , son of Late Moni Mohan Chatterjee ,having VOTER ID NO.- WB/19/089/300605, PAN- AFDPC3357A ,Aadhaar No- 414241330976 , Mob No- 9836995903, residing at House No 147, Madhabpur, P.O.-Madhabpur , Via-Noapara , North 24 Parganas ,West Bengal PIN-700125 AND **Mr. Rajendra Chatterjee**, son of Susanta Chatterjee, having PASSPORT No-Z4034004, PAN- APWPC9496F ,Aadhaar No- 432564519592, Mob No- 9830747218, residing at 1206, Orion Block, Siddha Galaxia, Phase-2 New Town Action Area 3, P.S.- Rajarhat, P.O.- Raigachi, Kolkata - 700135; both by Nationality Indian, by faith Hindu, by occupation Business ;Hereinafter 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 its successor and/or successors in office, interest and/or assigns) of the **SECOND PART**.



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WHEREAS:

Description of Land

The Owner is seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner of ALL THAT piece and parcel of demarcated land measuring **45.29 Decimal** be the same a little more or less equivalent to **1 Bigha 7 Katha 6 Chittack 33 Square feet** comprised in **Dag Nos – 2690, 2705, 2706** under R.S Khatian- 805 and 888, L.R. Khatian No- 457 lying and situated at Mouza- Barbaria, J.L No. 8 Revenue Survey No. 24 Touzi No. 146 (presently Touzi No. 12) Pargana- Anowarpur under Police Station of Duttapukur Additional District Sub Registrar Office Kadambagachi within the local limits of Paschim Khilkapur Gram Panchayet in the District of North 24 Parganas, West Bengal ; more fully and particularly described in the **FIRST SCHEDULE** hereinafter written .

Background:

WHEREAS all that piece and parcel of land measuring an area 11 bigha 13 cottah 25 sq.ft. more or less, comprised in Dag No. 2690, 2705, 2706 and others, under R.S. Khatian No. 805, 805/1, 888 and others, situated at **Mouza Barbaria**, J.L. No.8, Re.Sa. No.24, Touzi No.146, under P.S. Barasat at present Duttapukur, within the jurisdiction of ADSR Kadambagachi, under the limits of Paschim Khilkapur Gram Panchayet, in the Dist. of North 24 Pargnas was purchased by Kumar Krishna Das, by virtue of a deed of conveyance dated 03-05-1962, registered in the office of SR Barasat, being No. 4955 from one Dulal Chandra Karmakar, by virtue of a deed of conveyance on the same date



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& same office being No. 4956 from one Azahar Mondal & others, by virtue of a deed of conveyance dated 04-05-1962, registered in the office of SR Barasat, being No. 5048 from Usman Mondal, by virtue of a deed of conveyance dated 05-05-1962, registered in the office of SR Barasat, being No. 5118 from Ambat Ali Mondal, by virtue of a deed of conveyance on the same date & same office being No. 5119 from Jamat Ali Mondal, by virtue of a deed of conveyance dated 05-05-1962, registered in the office of SR Barasat, being No. 5122 from Hazer Mistri, by virtue of a deed of conveyance on the same date & same office being No. 5125 from one Muchiram Mondal, by virtue of a deed of conveyance dated 09-05-1962, registered in the office of SR Barasat, being No. 5177 from one Jamat Ali Mondal, by virtue of a deed of conveyance dated 12-05-1962, registered in the office of SR Barasat, being No. 5516 from one Mowla Box Mondal, by virtue of a deed of conveyance dated 18-06-1962, registered in the office of SR Barasat, being No. 7356 from Sunitya Lal Das, by virtue of a deed of conveyance dated 26-06-1962, registered in the office of SR Barasat, being No. 7715 from Gopal Chandra Mondal, by virtue of a deed of conveyance dated 11-08-1962, registered in the office of SR Barasat, being No. 9188 from Sadhan Chandra Mondal, by virtue of a deed of conveyance dated 11-09-1963 registered in the office of SR Barasat, being No. 11570 from Bimalendu Chattopadhyay, by virtue of a deed of conveyance dated 13-09-1963 registered in the office of SR Barasat, being No. 11608 from Sunitya Lal Das and by virtue of a deed of conveyance dated 23-03-1966 registered in the office of SR Barasat, being No. 4343 from Uma Bala Dashi and absolutely seized and possessed thereon.

AND WHEREAS while in peaceful possession, said Kumar Krishna Das recorded his name in the record of B.L.&L.R.O. under L.R. Khatian No. 457 and absolutely seized and possessed thereon.

AND WHEREAS while in peaceful possession, said Kumar Krishna Das executed a WILL in favour of Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das and the said WILL was registered on 24-06-1979, registered in the office of the additional district sub registrar at Sealdah, recorded Book III, Volume No.2, pages from 66 to 73 being No. 39 for the year 1979 and thereafter said Kumar Krishna Das died on 24-07-1985 and the Probate of the said WILL was granted by Ld. Calcutta High Court on 24-02-1987, case No.23 of 1987 in favour of his sons.



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AND WHEREAS as per the terms and conditions of the said WILL being No.39 for the year 1979, said Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das became the absolute owners of the said land as above and absolutely seized and possessed thereon.

AND WHEREAS while in peaceful possession, said Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das amicably partitioned their landed properties by virtue of a deed of partition dated 31-08-1992, registered in the office of SR Barasat, recorded in Book No.1 Volume No.131, pages from 375 to 406 being No. 9647 for the year 1992 and took possession in their own allocated portion as per said partition deed.

AND WHEREAS as per said partition deed, said Ajay Kumar Das became the absolute owner of 38 cottahs 05 chittacks 01 sq.ft., said Somnath Das became the absolute owner of 38 cottahs 04 chittacks 41 sq.ft., said Subrata Das became the absolute owner of 38 cottahs 04 chittacks 44 sq.ft., said Shyamal Kumar Das became the absolute owner of 38 cottahs 04 chittacks 44 sq.ft., said Subir Kumar Das became the absolute owner of 38 cottahs 05 chittacks 26 sq.ft. and Swapan Kumar Das became the absolute owner of 38 cottahs 06 chittacks 04 sq.ft. of land and absolutely seized and possessed their owned allocated portion of land.

AND WHEREAS by virtue of the said partition remaining 10 decimals land out of 104 decimals land in Dag No. 2690 all said Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das are the joint owners and have been seized and possessed thereon free from all encumbrances, liens, charges, mortgages whatsoever and **they have** every right to sell or any kind of transfer the same.

AND WHEREAS by virtue of a registered deed of sale said Subrata Das, Somnath Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das sold and transferred an area of 1.875 decimals out of 10 decimals comprised in Dag No. 2690, Mouza – Barbaria, P.S- Duttapukur, in favour of Swapan Kumar Das and the said sale deed was registered in the office of the Additional District Sub-Registrar, Kadambagachi and recorded in Book-I , being No- **151905763** for the year **2023**.



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AND WHEREAS after the said execution of sale deed Sri Swapan Kumar Das became the absolute owner of 38 Cottah 06 Chittack 04 sq. ft. and 1 Cottah 5 chittack and 35 sq. ft. i.e. 39 Cottah 11 chittack 39 sq.ft.

AND WHEREAS by virtue of a deed of conveyance dated 10-12-1997, registered in the office of the Sub Registrar at Kadambagachi, recorded in book No.I, volume No.27, pages 279 to 286, being No. 2176 for the year 1997 said Shyamal Kumar Das sold, granted, transferred and conveyed 08 cottahs 06 chittacks 20 sq.ft. of land out of 38 cottahs 04 chittacks 44 sq.ft. of land comprised in Dag No. 2690 an area of 3 cottah 12 chittack 33 sq.ft, Dag No. 2705 an area of land 8 chittack 05 sq.ft and 2706 an area of 4 cottah 1 chittack 37 sq.ft which he obtained by said partition deed, unto and in favour of one Ganesh Dam, son of Late Netai Chandra Dam of Vivekananda Sarani, Barasat, Dist. North 24 Pargans, and delivered peaceful possession in his favour.

AND WHEREAS by virtue of a deed of conveyance dated 19-12-1997, registered in the office of District Registrar North 24 Parganas at Barasat, recorded in book No.I, volume No.199, pages 287 to 294, being No. 9774 for the year 1997 said Ganesh Dam sold, granted, transferred and conveyed 06 cottahs 06 chittacks of land in Dag No. 2690, 2705 & 2706, unto and in favour of one Mina Biswas, wife of Sri Debdulal Biswas of 5No. Pannajhil, Barasat Dist. North 24 Parganas, and delivered peaceful possession in her favour.

And whereas Swapan Kumar Das, Somnath Das, Ajoy Kumar Das and Subrata Das form a Partnership firm name and style as M/S B.Das on 01/04/1993.

AND WHEREAS by virtue of a deed of conveyance dated 05-06-1998, registered in the office of the District Registrar North 24 Parganas at Barasat, recorded in book No.I, volume No.77, pages 223 to 232, being No. 3709 for the year 1998 said Mina Biswas sold, granted, transferred and conveyed 06 cottahs 06 chittacks of land comprised in Dag No. 2690, 2705 & 2706, unto and in favour of M/s. B. Das, a partnership firm represented by its partners Swapan Kumar Das, Ajay Kumar Das, Somnath Das & Subrata Das and delivered peaceful possession in their favour.

AND WHEREAS by virtue of a deed of conveyance dated 05-06-1998, registered in the office of the District Registrar North 24 Parganas at Barasat, recorded in book No.I, volume No.77, pages 233 to 241, being No. 3710 for the year 1998 said Ganesh Dam sold, granted, transferred and conveyed 02 cottahs 20 sq.ft. of land comprised in Dag No.



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2690, unto and in favour of said M/s. B. Das, represented by its partners Swapan Kumar Das, Ajay Kumar Das, Somnath Das & Subrata Das and delivered peaceful possession in their favour.

AND WHEREAS the said M/s. B. Das partnership firm is dissolved on 31/03/2007 with the terms and conditions Swapan Kumar Das, Somnath Das, Ajay Kumar Das and Subrata Das became the equal joint owner of the land of the dissolved partnership firm.

AND WHEREAS by the above mentioned manner Swapan Kumar Das, Somnath Das, Ajay Kumar Das and Subrata Das jointly became the owners of Land measuring an area of 13.87 decimals equivalent to 8 cottah 6 chittack 20 sq.ft.

AND WHEREAS as per terms and conditions of the dissolution of the partnership firm Swapan Kumar Das, Somnath Das, Ajay Kumar Das and Subrata Das partitioned the said land into two plots. Swapan Kumar Das, Somnath Das and Ajay Kumar Das got all that piece and parcel of **Shali** land measuring an area 2 cottah 13 chittacks 17 sq.ft. **out of** 03 cottah 12 chittacks 23 sq.ft. comprised in **R.S. & L.R. Dag No. 2690, Bastu** land measuring an area of 06 chittack 04 sq.ft. **out of** 08 chittacks 5 sq.ft. comprised in **R.S. & L.R. Dag No.2705** and **Shali** land measuring an area 03 cottahs 1 chittacks 16 sq.ft **out of** 04 cottahs 1 chittacks 37 sq.ft. comprised in **R.S. & L.R. Dag No.2706, aggregating an area 06 cottahs 04 chittacks 37 sq.ft** equivalent to **10.41 decimals**, under R.S. Khatian No. 805 & 888 **L.R. Khatian No. 457**, situated at **Mouza Barbaria**, J.L. No.8, Re.Sa. No.24, Touzi No.146, under P.S. Barasat at present Duttapukur, within the jurisdiction of ADSR Kadambagachi, under the limits of Paschim Khilkapur Gram Panchayat, in the Dist. of North 24 Parganas. And the said partition deed was registered in the office of the Additional District Sub-Registrar, Kadambagachi and recorded in Book-I, Being No - **151905764** for the year **2023**.

AND WHEREAS after the execution of the said deed of partition Swapan Kumar Das, Somnath Das and Ajay Kumar Das became the joint owners of all that piece and parcel of **Shali** land measuring an area 2 cottah 13 chittacks 17 sq.ft. **out of** 3 cottah 12 chittacks 23 sq.ft. comprised in **R.S. & L.R. Dag No.2690, Bastu** land measuring an area 06



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chittack 04 sq.ft. **out of 08** chittacks 05 sq.ft. comprised in **R.S. & L.R. Dag No.2705** and **Shali** land measuring an area 03 cottahs 01 chittacks 16 sq.ft **out of 04** cottahs 1 chittacks 37 sq.ft. comprised in **R.S. & L.R. Dag No.2706, aggregating an area 06 cottahs 04 chittacks 37 sq.ft** equivalent to **10.41 decimals**, under R.S. Khatian No. 805 & 888 **L.R. Khatian No.457**, situated at **Mouza Barbaria**, J.L. No.8, Re.Sa. No.24, Touzi No.146, under P.S. Barasat at present Duttapukur, within the jurisdiction of ADSR Kadambagachi, under the limits of Paschim Khilkapur Gram Panchayet, in the Dist. of North 24 Parganas.

AND WHEREAS by virtue of deed of partition referred to above said Swapan Kumar Das, Somnath Das and Ajay Kumar Das the OWNERS/FIRST PART herein became the joint owners of 6 cottah 4 chittack 37 sq.ft equivalent to 10.41 decimal described in the schedule hereinafter written.

AND WHEREAS the First Party herein being desirous to develop and construct a multistoried building at the said premises, the first party decided to entrust the said entire project upon one Developer allowing them to invest the entire Finance thereby giving them right to realize their such investment together with all sorts of cost for erection and others by selling out portions to be made at the said property with that of right to take all sorts of charge thereof in accordance with one specific Agreement;

AND WHEREAS the Developer herein on hearing the aforesaid proposal came in contact with the first party herein and represented itself as the property Developer with the purpose of promoting, sponsoring and constructing multi-storied buildings;

AND WHEREAS the Developer thereafter examined the documents, Deeds and papers relating to the, title to the said property and they have been satisfied with that of the first party's title



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together with that of the marketability of the said property and as such it informed the first party about their willingness to input the entire finance to develop the said property subject to abeyance of some terms and conditions to be placed by them and thereby proposal was made to that effect;

AND WHEREAS on the basis of the said proposal the Parties hereto have several sittings in between themselves and formulated the terms and conditions with regard to raising of the constructions at the said property on the basis of sanctioned plan to be sanctioned by the concerned authority wherein it has been specifically settled that the SECOND PARTY HEREIN SHALL INVEST THE ENTIRE AMOUNT FOR SUCH DEVELOPMENT without making the First Party liable and responsible for the same together with that the second party on and from the date of starting the construction at the said property shall take all the charge to make the building of multistoried for the said purpose with all the necessary amenities of water, lights sewerage's, drainage's, egress and ingress paths including apartments as per the Building Rules of the concerned sanctioning authority and/or other statutory body;

AND WHEREAS in pursuance to the understandings arrived at in between the Parties herein for avoiding all future complications and hazards decided to execute one development agreement containing all the settled terms and conditions agreed by and between themselves and as such entered into these presents;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:



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In this Agreement unless there be something contrary or repugnant to the subject or context, the following expressions shall have the meanings assigned to them as here in below mentioned:

- **OWNER(s):** shall mean the aforesaid PARTY OF THE FIRST PART i.e. Swapan Kumar Das, Somnath Das, Ajay Kumar Das and their respective legal heirs/representatives/administrators, executors and assignee.
- **DEVELOPER:** shall mean the PARTY OF THE SECOND PART i.e. WESTROAD HOUSING AND INFRASTRUCTURE LIMITED, a Limited Company (Company Identification Number – U45500WB2022PLC257974) having its registered office at Suite No. 814 , PS QUBE , Plot No-II D /31/1, Street No. 1111, Major Arterial road, New Town, 700161, West Bengal and Income Tax Permanent Account No. – AADCW4006Cand/or include its successor and/or successors in interest and/or assignee and/or authorized representatives.
- **TITLE DEEDS:** shall mean all the documents of title relating to the said land and premises.
- **PREMISES/PROPERTY/LAND:** shall mean ALL THAT piece and parcel of land as described in the FIRST SCHEDULE of this deed described herein below.

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- **NEW BUILDING(s)** shall mean and include one or more multi storied building or buildings depending on the conditions of soil test report, statutory sanction/approval and technical/commercial feasibility, and other constructed areas to be constructed from time to time in accordance with the plan/plans as shall be sanctioned by the appropriate/concerned authorities and which are be constructed by the Developer at the said premises.
- **SANCTION PLAN** shall mean the plans, drawings, and specifications of the New Building(s) as be caused to be prepared by the Developer from its assigned Architects/Structural engineers/Consultants/LBS and sanctioned by the appropriate/concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- **UNITS/SPACES** shall mean all saleable spaces/constructed areas in the New Building(s), be it flats, apartments, commercial space, departmental shops, or any other space, capable of being Independently and exclusively held, used, occupied, and enjoyed by any person and shall include the open terraces, if any, attached to any unit/s.
- **PARKING SPACES** shall mean the spaces in the basement, if any, the ground floor, or any other floor of the New Building(s), Mechanical Car Parking Spaces, Podium Car Parking Spaces in the said premises delineated



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by the Developer as indicating a right to park motor cars and /or two wheelers therein or thereat.

- **SPECIFICATIONS** shall mean the general specifications and/or the materials to be used for construction, erection, and completion of the New Building(s) as per the choice of the Developer as more fully and particularly described in *PART-II* of the *SECOND SCHEDULE* hereunder written.
- **DEPOSIT** shall mean the amount to be deposited by the Developer to the Owners for the purposes as hereinafter stated to be ultimately non refunded or non-adjusted by any means(as particularly and more fully described under para—OWNERS *ALLOCATION*)by the Owners to the Developer.
- **INTENDING PURCHASER/TRANSFeree/PROSPECTIVEBUYER** means any person owning or having the right to occupy, own or use any Unit.
- **PERSON** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust. Unincorporated organization, government or governmental authority or agency or any other legal entity.
- **TAXES** means all taxes, assessments, duties, GST, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental/ statutory authority in connection with the development of said premises.



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- **COMMON AREAS AND FACILITIES** shall mean the areas, installations, and facilities in the New Building(s) and the premises and expressed or intended by the Developer for exclusive use and enjoyment by the unit owners of the New Building(s), particularly described in *PART-I* of the *SECOND SCHEDULE* below.
- **COMMON EXPENSES** shall mean and include all expenses to be incurred for the installation, maintenance, administration, management, building insurance cost to upkeep the New Building(s) and the said premises and in particular the Common Areas and Facilities and all other common installations and other common purposes and for rendition of services in common to the owners/purchasers/holders of units therein particularly described in *THIRD SCHEDULE*.
- **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining, up keeping and administering the New Building(s) and the said premises and in particular the Common Areas and Facilities, common installations, rendition of services in common to the purchasers/Owners of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers/holders of units in the New Building(s).



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- **OWNERS ALLOCATION** shall mean ALL THAT the **3600 Square feet Chargeable/ Saleable/ Super built up area** of the units/spaces in the New Building(s) to be constructed on the said premises in the manner hereinafter contained.
- **DEVELOPER'S ALLOCATION** shall mean ALL THAT the remaining all the **Chargeable/ Saleable/ Super built up area** of the units/spaces in the New Building(s) to be constructed on the said premises in the manner hereinafter contained.
- **SALEABLE AREA** of a Unit shall mean the Built-Up Area of such Unit and the proportionate undivided share of the common areas attributable to such Unit as determined and ascertained by the Developer in consultation with the Architect(s).
- **BUILT-UP AREA** in respect of any unit shall mean the plinth area of such unit and include, internal area, the area of the balconies of any) attached thereto, the thickness of the external and internal walls thereof and the columns therein PROVIDED THAT if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
- **CARPET AREA** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts,



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exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

- **RERA** shall mean Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder and all such amendments to the same made from time to time and shall also mean to include any succeeding enactment in that regard for the that time being in force.
- Words importing singular shall include plural and vice versa.
- Words importing masculine gender shall include Feminine and Neuter genders and likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing Neuter gender shall include masculine and feminine genders.
- **INTERPRETATIONS:** In this Agreement (save to the extent that the context otherwise so requires);
 - a. Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
 - b. Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time



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to time be amended, varied, altered, modified, supplemented or novated in writing.

- c. A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d. Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- e. The Schedules to this Agreement shall have effect and be construed as an Integral part of this Agreement.

1. OWNERS REPRESENTATIONS, WARRANTIES AND

COVENANTS: Prior to entering into this agreement, the Owners have held out, represented before, and assured the Developer, inter alia, as follows:

- i) That the facts as hereinbefore recited are all true and correct and the Developer can safely rely on the same.
- ii) That the Owner(s) is/are the sole and absolute owner of the said Premises and save and except the Owner, nobody else has any right, title, interest, claim or demand whatsoever in respect of the said premises or any part or portion thereof or any undivided share therein.



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- iii) That the said premises is free from all sorts of encumbrances, mortgages, charges, liens, lease pendens, attachments, trusts, debitters, leases, occupancy rights, Thika tenancies, alignments, acquisitions, requisitions, and liabilities whatsoever or howsoever.
- iv) That no litigation or suit or proceeding is pending in any Court of Law in respect of the said premises or any part thereof or any undivided share therein nor has any decree, judgement or any other order / interim order been made or passed affecting the said premises or any part thereof in any manner whatsoever.
- v) That the said premises or any portion thereof is not affected by any notice or scheme or alignment of any public body or authority.
- vi) That no declaration has been made or published for acquisition or requisition or vesting of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or Case whatsoever.
- vii) That the said premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other



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Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners or its predecessors-in-title or interest for realization of the arrears of income tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

- viii) The Owner have not accepted any type of consideration or advances for any type of agreement or MOU from anyone for the schedule premises or property.
- ix) That the owner(s) shall be liable and responsible for litigation, if any arise due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party, then the Developer(s) will be entitled to get cost of litigation from the Landowner(s), which will be incurred by the developer(s) during such litigation.
- x) That the said premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge, lien, Lis pendens thereat (more fully and particularly mentioned and described in *FIRST SCHEDULE* hereunder written).



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- xi) The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- xii) The Owners being desirous of developing the said premises approached the Developer and the Developer has agreed to undertake development of the said premises into a Residential/Commercial Complex having a provision for using to other purposes therein and adjoining area and to incur all costs charges and expenses for undertaking development/ construction of the New Building(s) at the said premises for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- xiii) The owner(s) hereby undertake(s) not to do any act, deeds or things by which the Developer(s) may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation

2. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:

The Developer has represented and warranted to the Owners that:



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- (i) That Developer has the necessary experience, capability, technical expertise, and infrastructure to carry out the development of the said premises as envisaged herein in a manner that is expected of a developer of repute undertaking such like projects.
- (ii) That it shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable permission & laws.
- (iii) The Developer shall always perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services, products and using reasonable, expeditious, economical, and diligent efforts always in the performance of its obligations.
- (iv) That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises.
- (v) That the Developer shall make timely payments of all taxes, cess, duties, levies and charges and all applicable statutory dues as per applicable law



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payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement.

- (vi) The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property/Premises
- (vii) The Developer shall may enter into several agreements with the owners of contiguous and other properties adjacent the Said Property (collectively Adjacent Owners) for composite and efficient development of such contiguous and other properties near the Said Property (collectively Adjacent Properties) and
- (viii) The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

3. GRANT OF LICENSE TO DEVELOPER:

3.1. The Owners doth hereby permit and grant license and permission to the Developer to enter upon the said premises with right and authority to build upon and commercially exploit the said premises by constructing New Building(s) thereon in accordance with sanctions/permissions herein mentioned.



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3.2. With effect from the date hereof, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction at the said premises and the Owners shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the said premises.

3.3 In consideration of the Developer agreeing to provide the Owners' Allocation to the Owners, the Developer shall be entitled to develop the Said Property in the manner mentioned in this Agreement and shall be entitled to sell, transfer, encumber or otherwise alienate or dispose of the Said Property and/or any Unit in the Project within Developer's Allocation to any third party at the sole discretion of the Developer and in the manner as may be deemed fit and proper by the Developer and to appropriate the entire consideration therefor without any claim of any nature whatsoever of the Owners.

3.4 The Developer undertakes to develop and shall commence, execute and complete the development of the said premises in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.

3.5 Unless prevented by FORCE MAJEURE for which performance is excused as contained in this Agreement, the Developer will complete the construction of the building(s) on the said premises within stipulated time as mentioned or determined



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by RERA Authority at the time of obtaining RERA registration certificate of the project.

4. RECORDING OF TERMS: The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves about the Project(s) will be developed in schedule premises.

5. DEPOSIT AND REFUND OF DEPOSIT: The Developer has agreed to deposit to the Owners a sum of Rs.3,76,14,007/- (Rupees Three Crore Seventy-Six Lakh Fourteen Thousand Seven only) as non-refundable Deposit (hereinafter called "the Deposit Amount").

6. TITLE DEEDS OF PREMISES:

6.1. The Owners assure and confirm that all the original title deeds/ROR/documents of the said premises are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them.

6.2. The Owners will hand over all the original title deeds/chain deeds/ROR/tax receipt/ any other documents of the said premises to the Developer and/or any person authorized by the Developer at the time of execution of this Development



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Agreement that enabling the Developer to effectively carry out the development as may be required by such governmental/ statutory authority/financial institutions.

7. COMMENCEMENT: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement. This Agreement shall remain in full force and effect until such time the said project is completed in all phases to all regards and all the obligations of the Parties towards each other stand fulfilled and performed.

8. POSSESSION:

Possession of Said Property: At the time of the execution of this Agreement, the Owners will have delivered vacant, Clear, demarcated, and peaceful possession of the Said Property to the Developer for carrying out the Project.

9. BUILDING PERMIT, LICENSES AND PERMISSIONS:

9.1 The Developer agrees to engage the Architect or firm of Architects to carry out all functions required of an Architect for development of the said premises and construction of a New Building(s) thereon.

9.2. The final plans for construction shall be signed by their Constituted Attorney, as may be required by the Developer and the Developer shall thereafter apply to the appropriate/concerned authorities and be responsible for obtaining requisite



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permissions, sanctions, and approvals for the construction of the proposed building(s).

9.3 The Developer shall, at its own cost, will prepare the building plans and drawings by the Architect setting out inter alia drawings containing plans, elevations, sections, details prepared for the purpose of obtaining building sanction from the appropriate and concerned authorities, following the specific requirements of the sanctioning authority.

9.4. The Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon.

9.5. For the purposes connected with the preparation, submission and sanctioning of the plans, the Owners shall render all co-operation and assistance to the Developer in getting the said premises surveyed and soil thereof tested and shall sign, execute and deliver and submit all papers, plans, applications, documents, powers and authorities and produce the necessary deeds and other papers and documents relating to the said premises as may from time to time be required of by the Developer and/or the Architects,



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9.6. The entire amount required towards charges and fees of the Architect(s), preparation of plans as also all statutory and other fees, charges and all expenses shall be wholly to the account of the Developer.

9.7. The Owners doth hereby also authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs, utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction, use and enjoyment of the New Building(s) either in the name of the Developer and/or the Owners and for that or otherwise to close-down and have disconnected the existing connections etc.

9.8 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts, deeds, and things as be reasonably required by the Developer therefor.

10. DEVELOPMENT AND CONSTRUCTION:

10.1. Once sanction plan is obtained, the Developer will commence construction expeditiously and construct, erect and complete at its own cost. The proposed New



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Building(s) on the said premises in accordance with the plan to be sanctioned by the appropriate/concerned authorities, as may be modified from time to time, and/or other appropriate authorities concerned.

10.2. The Developer shall construct the New Building(s) in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be used for construction, erection and completion of the New Building(s) as per the choice of the Developer as more fully and particularly described in *PART-2* of the *SECOND SCHEDULE* hereunder written.

10.3. All constructions as may be made at the said premises shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants, and machineries etc., which may be brought or kept at the said premises, shall remain at the sole risk and responsibility of the Developer. The Developer shall indemnify the Owners against all liabilities, losses, claims or proceedings whatsoever arising under common law or under any statute in respect of injury or the death of any person or violation of any law, rule, by-laws and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.



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10.4 The Developer shall demolish the existing structures situated within the said Premises if any, as per it's requirement to prepare planning/development and appropriate the debris, salvage and materials thereon and/or realizations therefrom.

10.5. The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, by-laws, rules and regulations.

10.6 All persons employed by the Developer in connection with the development shall be the Developer's employees or independent contractors and shall not be the employees or agents of the Owners. The Developer shall be solely responsible for the salaries of its employees and any employee benefits including, without limitation, wages, worker's compensation benefits etc. The Developer shall fully comply with all applicable laws and regulations having to do with worker's compensation, hours of labor, wages, working conditions, and other employer - employee related subjects. The Developer hereby agrees to indemnify, defend, and hold harmless the Owners for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of



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the Developer's policies, procedures, acts or omissions relating to employment matters.

10.7. The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for them.

10.8. The Developer shall be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) as may be required or permitted to be done from time to time by the appropriate/concerned authority or other appropriate authorities or under any statute or under the advice of any Architect without any objection or hindrance or claims by the Owners.

10.9. The Developer in consultation with the Architect shall determine as to which quality and specifications of building materials are to be used in construction of the buildings.

11. DEVELOPER'S OTHER RIGHTS:

11.1. **Power of Attorney:** The Owners shall execute and register necessary (Development or Specific) Power of Attorney in favor of Developer immediately after executing and registering this agreement granting Developer and/or its nominees before competent ADSR/DSR/RA office (I) for the purpose of



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getting the Plans sanctioned/ revalidated/ modified/ altered/ extended by the Planning Authorities and obtaining all necessary permissions from different authorities/organizations in connection with construction of the New Buildings and (2) for construction of the New Buildings and (3) for the booking or/and sale of the flats or/and spaces or/and areas in the New Buildings (collectively **Units**) to prospective purchasers (collectively **Intending Purchasers** in the manner set out above, Developer shall market and sell the Unit(s)/commercial or residential space(s)/parking area(s) or any other saleable area(s) to transferees at the price as decided by the Developer from time to time in respect of Developer's Allocation.

11.2. In order to ensure effective implementation of the Project, the Owners shall at the requirement of the Developer, shall execute one or more General Power of Attorney(s) or Specific Power of Attorney(s), as may be required.

11.3. The Developer shall also be entitled to enter into agreements with intending purchasers to sell the said units and/or spaces at such rates to be decided by the Parties to this agreement.

11.4. The Developer shall have the exclusive right to construct the building(s) at the said premises at its cost in accordance with the sanctioned plan thereof as modified from time to time without any hindrance or obstruction from the Owners or any person claiming through or under trust for them. The type of construction,



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specification of materials to be used and the detailed design of the building shall be as per the choice of the Developer in consultation with the Architect and Technical Consultants.

11.5 The Developer shall be entitled to raise project or construction finance in its name for carrying out the development of the said premises and to secure such project/construction finance to create a mortgage Developers Allocation/Share of the said premises/property in favor of such banks/financial institutions, without creating any financial or other liability upon the Owners. The Developer for itself and/or behalf of the Owners shall be entitled to execute appropriate financing documents with such banks/financial Institutions. If required, the Owners shall also sign all such financing documents being confirming party as per standard form used by such banks/financial institutions for the purpose of confirming such security creation of the Developer's allocation/right/proportionate share of land in the Project in favor of such banks/financial Institutions.

11.6 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.



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11.7 The Developer, however, agrees to keep the Owners saved, harmless and indemnified against all actions, losses, damages, liabilities, fines, penalties, compensation, costs, charges and expenses arising out of breach of any terms of the financing documents and the Developer shall give a counter corporate guarantee to the Owners to indemnify the Owners for any losses it may suffer on account of violation of any terms and conditions of the financing documents.

12. RIGHT OF FURTHER CONSTRUCTION:

12.1. The Developer shall be entitled to raise further constructions or structures on the said buildings comprised in the residential complex having a provision for commercial usage to cater to the needs of the residents therein and adjoining area that may be allowed by the concerned /appropriate sanctioning authority or other authorities at any time in future and the decision of the Developer in this behalf shall be final, conclusive and binding upon the Owners. The Owners hereby consent to the same subject to approval by the concerned /appropriate authority, or other authorities and agree to give to the Developer formal consents for all such further construction, if and as and when required by the Developer and do all such acts, deeds and things as may be required to be done, without any delay and shall not be entitled to raise any objection thereto either on the ground of disturbance or annoyance or any other ground whatsoever.



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12.2. For the purpose of further construction, the Developer shall be entitled from time to time to remove, shift and substitute (subject to the obligation of the Developer to re-install the same at the new terrace being constructed) the water tank, lift machineries lift room, television antenna from the roof, terrace and parapet wall.

12.3. The Developer shall always and from time to time when required by reason of further construction or constructions subject to approval by the concerned /appropriate or other authorities be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and stores with the connections and/or sources that may be existing in the constructed buildings of the residential complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have.

13. OWNERS ALLOCATION

In consideration of the Owners granting development right of the Said Property to the Developer.

13.1 The Developer has agreed to deposit to the Owners a sum of **Rs.3,76,14,007/-** (**Rupees Three Crore Seventy-Six Lakh Fourteen Thousand Seven only**) as



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Non-Refundable Deposit (hereinafter called "the Deposit Amount") in below mentioned manner:

(a) At the time of Execution of Development Agreement and subsequent Power of Attorney: -Rs.58,00,001/- (Rupees Fifty-Eight Lakh One only),

(b) On or before 6 months after RERA approval in respect of the said Project in the said Landed Property: Rs.50,10,001/- (Rupees Fifty Lakh Ten Thousand One only),

(c) On or before 12 months after RERA approval in respect of the said Project in the said Landed Property: Rs.50,01,001/- (Rupees Fifty Lakh One Thousand One only)

(d) On or before 18 months after RERA approval in respect of the said Project in the said Landed Property: Rs.55,01,001/- (Rupees Fifty-Five Lakh One Thousand One only),

(e)On or before 24 months after RERA approval in respect of the said Project in the said Landed Property: Rs.55,01,001/- (Rupees Fifty-Five Lakh One Thousand One only),



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(f) On or before 30 months after RERA approval in respect of the said Project in the said Landed Property: Rs.54,01,001/- (Rupees Fifty-Four Lakh One Thousand and one only),

(g) On or before 36 months after RERA approval in respect of the said Project in the said Landed Property: Rs.54,00,001/- (Rupees Fifty-Four Lakh One only).

13.2 The Owners is entitled to get **3600 Square feet Saleable/ Chargeable / Super Built up** residential area along with undivided proportionate share in common areas in New Buildings applicable on said premises/property.

13.2.3 All the Flats/units/covered parking spaces(garages) shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed new building(s), within their respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

13.2.4 After obtaining the Sanction Plan, within 7(Seven) days, Either both the parties (Owners & Developer) will execute notarized '**Supplementary Development Agreement for Allocation**' or Developer will issue '**Allocation Letter**' by demarking the Owners Allocation on sanctioned plan with the details of the units and covered car parking spaces(garages) of the project and that will be



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conveyed or notified by registered post to the Owner on Developer's letterhead with appropriate seal and signature on its sole discretions and same must be confirmed by the Owners signatory acceptance; Hereinafter referred to as the **OWNERS' ALLOCATION**). **'Supplementary Development Agreement for Allocation'** or **'Allocation Letter'** will be considered as integral part of this Development Agreement.

13.2.5 That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer(s) in writing or through the Advocate of the Developer(s) either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner(s) are bound to take possession within 30 days from the date of obtaining Completion Certificate by competent authorities or persons. If the owner(s) fail(s) to take delivery of possession or neglect(s) to do so, then it will be deemed that the owner's allocation already delivered and the Developer(s) shall be entitled to transfer the Developer's Allocation without any further notice. The owners shall have to clear all the dues of standard common expenses, maintenance charges and if any due is caused due to extra work/upgradation other than the specification as mentioned in the schedule as mentioned below on owners' allocation before taking over the possession.



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14. DEVELOPER'S ALLOCATION: : In consideration of the aforesaid stipulation the Developer shall get the rest of **ALL OTHER CONSTRUCTED AREA** of the New Buildings to be made within the said property together with Residential or Commercial Spaces/Flats/ Units/Office Spaces/Shops/Educational building(school etc.)/constructed spaces and car parking (Whether covered or open) together with the undivided proportionate share in all common parts/portion/area and together with undivided proportionate share of land comprised in the said property allocated thereto shall remain vested to Developer (herein after referred to as the **DEVELOPER'S ALLOCATION**).

15. OWNERS DUTY, OBLIGATION& INDEMNITY

15.1The owner(s) doth hereby agree and covenants with the Developer(s) not to cause any interference or hindrance directly or indirectly or create any conflict on Developers commercial interest in any manner during the dealing of intended customer in any way regards to marketing, selling, promotional activities, price etc. in new buildings and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner(s) or their heirs, agents, servants, representatives causing hindrance or impediments to such activities the owner(s) will be liable to repay entire revenue



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lost by the developer(s) amount will be settled on basis of factual claims to be raised by Developer.

15.2 The owner(s) or/and their legal heir(s)/representative(s) herein will have **no right / authority/ power to terminate** and/or determinate this agreement during the construction of the new buildings as well as till the date of disposal of all the flats/shops/units of the Developer's allocation. If tried to do so, then the owner(s) shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

15.3 It is agreed that the owner(s) will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer(s).

15.3 That the owner(s) and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favor of the Developer(s) and also for the betterment of the project on the same terms and conditions (mentioned in this agreement) without any further claims, demand either monetary value or else.



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16. DEVELOPERS DUTY, OBLIGATION & INDEMNITY

16.1 That the Developer(s) hereby agree(s) and covenants with the Owner(s) not to do any act, deed or things whereby the Owner(s) /is/ are prevented from enjoying selling disposing of the owners' allocation in the building at the said premises after delivery of possession thereof to the owner(s) and also obtain Completion Certificate (C.C.)/Occupancy Certificate(O.C.) from the competent Authority at its own costs and expenses.

16.2 The Developer(s) hereby undertake/s to keep the Owner(s) indemnified against all third-party claims and actions arising out of any sort of act or omissions of the Developer(s) in relating to the making of construction of the said building. After taking over possession of Owners allocation in respective flats/units/spaces/area in new buildings, the developer(s) shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

17.MAINTENANCE, MANAGEMENT AND OUTGOINGS:

17.1. The responsibility of management and maintenance of the building at the said premises and all the common areas, installation and facilities thereat shall be that



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of the Developer until a facility management company or society or association be formed or handed over by the Developer (hereinafter for the sake of brevity referred to as "the Association") for such purposes by the Developer and/or by the purchasers of the said units and the areas in the building (including the Owners and the Developer herein) and all the units and the areas being made over to the respective buyers or earlier as the Developer may in its absolute discretion decide. AND it is agreed that both the Owners and the Developer herein and/or the purchasers of Flats/units with or without any car parking space shall be bound to bear and pay the proportionate share of all the expenses for formation of such company/society/ association/syndicate and also the proportionate common expenses and costs and expenses for such maintenance and management and such costs and expenses shall be paid to the Developer or to the person nominated by the Developer for the time being responsible for the same until such association/ society/facility management company is formed or handed over by the Developer and thereafter to such association/society/ facility management company. The Developer may, in its discretion, appoint any professional agency as a Facility Manager for management and maintenance of the building at the said premises and all the common areas, installation and facilities thereat and such appointment may continue even after formation of any such association/ society/ syndicate/ company.



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17.2 THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED NEW BUILDINGS SHALL BE SUBJECT TO THE SAME RULES, REGULATIONS, RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH WILL BE IMPLICATED AND SHALL BE INTO EFFECT TIME TO TIME BY DEVELOPER/ FACILITY MANAGEMENT COMPANY/ ASSOCIATION.

17.3 All rules and regulations of the Developer/Facility Management/Association for the Common Purposes including regarding usage, maintenance, management , upkeep and administration of the new Building(s) and the said premises , taking of deposits on account of maintenance charges/common expenses, charges/expenses for maintenance and from the Unit holders/Purchasers, payment of common expenses/maintenance charges, charges/expenses for maintenance, shall be decided by the Developer and the Owners agree to abide by the same.

18.FORCE MAJEURE:

Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or



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is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

19.SEVERANCE:

19.1. Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or



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unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some parts of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

19.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

20. MISCELLANEOUS

20.1 Each of the Parties shall co-operate with the other to effectuate and implement this agreement and shall execute and/or register such further documents and papers as be required by the other Party for giving full effect to the terms hereunder agreed.



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20.2. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owners or joint venture between them in any manner nor shall be deemed to constitute an association of persons.

20.3 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.

20.4 The Owners hereby further agree and covenant with the Developer not to let out, grant, lease, mortgage, charge or otherwise encumber the said premises or any part thereof as from the date hereof.

20.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20.6 Delay in executing 'Supplementary Development Agreement' : - After sanctioning the building plan, if the owners fail or delay or deny to execute supplementary development agreement to specify Owners and Developers allocation as per agreed area (particularly mentioned in **Clause 13 & 14**) within 7 days of date of plan sanction, the developer shall divide their allocation according to their ratio in its own discretion and owners will be informed same by registered



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letter in writing. An **'Allocation Letter'** issued by Developer on its official letterhead with proper seal and signatures by its Authorized Persons/Director to specify Owner's allocation must be considered as integral part of this Development Agreement by both parties Owners and Developer.

20.7 All Agreements, Sale Deeds and other document of transfer to be executed in respect of all the Units/spaces pursuant to this Agreement shall be in such form as be drawn by the Advocates appointed by the Developer.

20.8 Any GST/taxes/levies in respect of Owners allocation, till the same is separately assessed and separate tax levied upon them in respect of owners allotted portions and GST liability on Owners Allocation will be reimbursed by Owners to the Developer before taking over possession of respective "Owner's Allocation".

20.9 All municipal/panchayat and all other rates and taxes and other dues and outgoings in respect of said premises (including electricity, Urban Land Tax, if payable, etc.) accruing due till the date of execution of these presents shall be for and to the account of the Owners; those accruing from the date hereof till the date of transfer of the Units shall be for and to the account of the Developer at the first instance and the same shall be later adjusted from owners consideration and for those accruing thereafter each purchaser shall be liable to pay all such



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municipal/panchayat and all other rates, taxes and other dues and outgoings in respect of their respective units.

20.10 The New Building(s) shall be known by the name as be decided by the Developer and the same shall not be changed by the Owners or any of the Unit holders or else.

20.11 The Developer shall pay and bear all costs in respect of advocates and/or solicitor's fees and the registration charges towards this Agreement.

20.12 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20.13 The Agreement (together with Schedules, if any) is the entire agreement between the Parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Parties hereto.

20.14 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all



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their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

20.15 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

20.16 In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

21.DEFAULTS:

21.1. In the event of the Owners failing to make out a good marketable title or deliver vacant possession along with ROR to the said premises in terms hereof or to comply with its obligations, then and in any such events the Developer shall, at its sole discretion, without prejudice to its other rights and remedies available to the Developer including the right to sue for specific performance, be entitled to rescind the contract and claim refund of the entire expenses of amounts until then incurred ,invested and/or deposited by the Developer under or in terms of this agreement along with interest @ 15% (fifteen percent) per annum and the Owners



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will refund such moneys and the agreement shall stand terminated. It is also further agreed that if the developer(s) is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute or illegal occupancy, tenancy by or amongst the contagious land owner(s), then owner(s) will be liable to pay cost of litigation to the Developer(s), which will be incurred by the Developer(s).

21.2 If at any time hereafter it shall appear that any of the Parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.

21.3 Unless prevented by occurrence of any Force Majeure Event (specifically mentioned in **Clause-18**), the Developer fails to pay the deposit amount within the specified period as provided in **Clause-5** and under **OWNERS ALLOCATION** Para **Clause 13.1** of this Agreement, the Developer shall be liable to pay such amount along with interest @ 8% (Eight percent) per annum to the Owners for delay part thereof as mutually agreed.



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22. ACQUISITION & REQUISITION:

22.1 In case of acquisition or requisition of the said premises or any part thereof prior to the commencement of construction of the building, this Agreement will be terminated at the option of the Developer and the Owners shall refund all amounts paid/incurred/deposited by the Developer till then with applicable @15% interest per Anum, and also reimburse the costs, charges and expenses Incurred by the Developer in getting plan prepared and/or sanctioned.

22.2 In the case of acquisition or requisition of the said premises or any part thereof after the commencement of construction of the building and prior to completion of construction of the building then, the Developer shall be entitled to receive the compensation awarded in respect of all the construction until then made at the said premises and the Owners shall be entitled to the entire remaining compensation awarded in respect of the said premises. Further the Owners shall refund all amounts paid/deposited by the Developer to the Owners hereunder till then with interest as applicable.

23.NOTICE:

Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the



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proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Directors of the Developer and the Developer shall address all such notices and other written communications to the Owners (individually or collectively whichever applicable).

24.ARBITRATION:

24.1. Disputes and Pre referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

24.2Referral to Arbitrations: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

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24.3 Arbitration Tribunal: The Parties irrevocably agree that the Arbitration tribunal shall consist of the following three Arbitrators each of whom shall be an Advocate holding a current practicing certificate: **Appointment by Owners:** 1 (one) Arbitrator to be appointed by the Owners. **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer. **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

24.4 Conduct of Arbitration Proceeding: The Parties irrevocably agree that: **Place:** The place of arbitration shall be Kolkata only. **Language:** The language of the arbitration shall be English. **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes. **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law, The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings. **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on both Parties.

25. JURIDICTION:

District Judge, Barasat: In connection with the aforesaid arbitration



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proceedings, only the District Judge of the district in which the Said Property is situated shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The said premises/property/Land)

ALL THAT piece and parcel of demarcated land measuring 45.29 Decimal be the same a little more or less equivalent to 1 Bigha 7 Cottah 6 Chittack 33 Square feet comprised in L. R Dag No. 2690, 2705 and 2706 under R.S Khatian No.805 & 888, L. R. Khatian No-457, lying and situated at Barrackpore Road/SH-2 ,Mouza-Barbaria, J.L No.8, Revenue Survey No. 284 Touzi No. 146,(presently Touzi No.12) Pargana- Anwarpur, under Police Station Barasat at present Duttapukur, Additional District Sub Registrar Office Kadambagachi within the local limits of Paschim Khilkapur Gram Panchayet in the District of North 24 Parganas, West Bengal ;more fully and particularly mentioned in below:-

LOT - A

Land of Swapan Kumar Das



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S.L No.	R.S Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area (Bigha cottah chittack)	Area (in decimal)
1.	805	457	2690	2690	19 cottah 12 chittack 7 sq.ft.	32.63
2.	805	457	2690	2690	1 cottah 5 chittack 35 sq.ft.	2.25
Total –					21 cottah 1 chittack 41 sq.ft	34.88

LOT –B

Land of Swapan Kumar Das, Somnath Das and Ajay Kumar Das

S.L No.	R.S Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area (Bigha ,cottah ,chittack)	Area in decimal
1	805	457	2690	2690	2 cottah 13 chittack 17 sq.ft.	4.68
2.	805	457	2705	2705	6chittack 4 sq.ft.	0.63
3.	888	457	2706	2706	3 cottah 1 chittack 16 sq.ft	5.10
Total					6 cottah 4 chittack 37 sq.ft	10.41



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Lot A - 21 cottah 1 chittack 41 sq.ft (34.88 decimal)

Lot B - 6 Cottah 4 chittack 37 Sq. ft. (10.41 decimal)

Total area of land LOT A + LOT B = 27 cottah 6 chittack 33 sq.ft (45.29 decimal)

The aforesaid premises is butted and bounded as follows:

ON THE NORTH : Land of Shyamal Kumar Das

ON THE SOUTH : 80 Feet Barrackpore Road/ State highway-2

ON THE EAST : Land of Subrata Das

ON THE WEST : Dag No. 2687

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

PART-I

(Common Areas and Common Facilities)

- a. Foundation, Columns, Beams, Supporting Corridors, Lobbies;
- b. Entrance and Exits, Pathways, Driveways;



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- c. Staircase, Landings;
- d. Boundary walls;
- e. Window and Grills in the Common Areas etc.;
- f. Lift and its installations, Lift Machine Room, Lift Wall;
- g. Electrical Transformer, Other Electrical Installations, Electric Meter Room, Electric Meter for common lighting and machineries and installations.
- h. Water supply pipes, Water Filtration Plant and its installations;
- i. Pumps, its installations and Pump Room.
- j. Fire-fighting equipment and its installations
- k. Fire Pump and Pump Room and all Fire installations with Fire Fighting equipment, Fire Doors.
- l. Generators and its installations.
- m. Transformers and the space for its installations.
- n. Shafts, Ducts, Electrical wiring for the Common lightning, fittings and its accessories for the Common Area.
- o. Drainage, Sewage Pits, Pipeline, and accessories.
- p. Security Guard Room/Caretaker Room, Toilets for the Security Guards/Caretaker.
- q. Garden or Landscape Area; if any



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- r. Community Hall with/without toilets & Kitchen or Clubhouse, if any
- s. Facility Offices; if any
- t. Gymnasium; if any
- u. Steam Room (if any)
- v. Swimming Pool with Outdoor Deck, if any
- w. Coffee Shop with Sit-Out; (if any)
- x. Covered Play Area;
- y. Daily Utility Convenience Store; (if any)
- z. Toddlers' Indoor Games Room; if any
- aa. Games Room (TT Table, Pool, Handball etc.), if any
- bb. Multi-Purpose Grass Court for Badminton and other games; if any
- cc. Jogging Track; if any
- dd. Open air meditation area; if any
- ee. Adda Zone; if any
- ff. Children's Play Area; if any
- gg. Intercom System; if any
- hh. CCTV for the Common Area; if any
- ii. Any other common amenities or facilities or features not mentioned above.



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PART-II

(Specifications of Construction)

(Fittings and fixtures to be provided in the Unit)

BUILDING/ELEVATION: Designed on Foundation RCC Frame structure with brick/AAC Block wall construction with suitable foundation depending on soil conditions.

EXTERIOR WALLS : 8"/10" Brick/AAC Block Wall finished with cement plaster and putty.

INTERIOR WALLS : 5"/4" Brick walls finished with cement plaster and putty finish.

STAIRCASE & LOBBY : Wide staircase, elegantly designed lobby and corridors with kota/granite stone/vitrified tiles.

FLOORING : 2"X2" Vitrified tiles in Drawing/ Dinning areas and vitrified tiles in all bedrooms.

KITCHEN :Kota Counter, Designer Ceramic tiles dado upto 2' feet height above counter, Stainless steel sink.



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BATHROOM : Designer Ceramic tiles up to door height on the walls/anti-skid ceramic tiles on the Floor; Western style white sanitary fitting, CP Fittings of reputed make.

WINDOWS : Natural anodized Aluminum windows with glass panels.

DOORS: Main Door - Designer Flush Door with Lock, Internal Door - Both side painted finish flush doors.

ELECTRICALS: Concealed electrical wiring, Modular type switches with MCB.

For 4BHK/3BHK/2BHK:TV point in Living/Dining, Call bell point at main door.

LIFTS/ ELEVATORS: Elevators of reputed make in each block.

FIRE SAFETY: Modern fire-fighting systems as per WBFES norms.

WATER SUPPLY: Water supply from Filtration plant.

THIRD SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES& EXTRA CHARGES)

1. The expenses of maintaining, repairing, redecorating etc. of the said structure and in particular the roof, gutter and rainwater pipes of the building, water pipes and electric wires in under or upon the building and enjoyed or used by the OWNERS/ PURCHASERS in common with the



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- other occupiers of the other flats and main entrance, passages and landings, elevators, staircases of the building/s as enjoyed by the OWNERS/ PURCHASERS or used by THEM in Common as aforesaid and the boundary walls of the building compounds, common terraces, podiums etc.
2. The expenses relating to install WBSEDCL transformer, HT & LT supply.
 3. Club membership deposit, Sinking Fund and user fees to avail club house access.
 4. The expenses relating to install Diesel Generator for Power Back up System and its maintenance cost.
 5. The Costs of cleaning and lighting the said premises including all other parts of the building and driveways as enjoyed or use by the purchaser in common as aforesaid.
 6. The maintenance cost of decorating the exterior of the building/ s whenever required of part of periodic beautification or maintenance.
 7. The costs of the salaries of facility managers, clerks, security personnel, Chowkidars sweepers etc. engaged for the security and other common services of the premises.
 8. The costs of working and maintenance service charges relating to the common areas, common utilities, common machineries or services in the said premises.



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9. Corporation Taxes, levies etc., if levied on the premises for common services and/or under common heads.
 10. Insurance cost of the new buildings.
 11. Legal expenses for common purposes.
 12. Such other expenses as may from time to time be deemed necessary or incidental for the maintenance and upkeep of the building or its services.
 13. The costs of working and maintenance of CCTV and its associated installation and service charges relating to the common areas and the common utilities.
 14. The expenses of maintaining landscaped area/rooftop landscaping/plantation
 15. Any other maintenance charges and cost related to accidental damages of the Common areas or common facilities listed in *SECOND SCHEDULE PART-*
- ANY INFORMATION MENTIONED HEREABOVE HAS BEEN PROVIDED BY THE OWNERS.



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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the within named **OWNERS/FIRST PART**, in the presence of at Kolkata:

1. Swapan Kumar Das
2. Somnath Das
3. Hajaj Kumar Das

(SIGNATURE OF THE OWNERS/FIRST PART)

SIGNED SEALED AND DELIVERED by the within named **DEVELOPER/SECOND PART**, in the presence of at Kolkata:

Westroad Housing and Infrastructure Limited
Suman Chatterjee
Authorised Signatory

Westroad Housing and Infrastructure Limited
Rajendra Chatterjee
Director
RAJENDRA CHATTERJEE

(SIGNATURE OF THE DEVELOPER/SECOND PART)

Witness-

- 1) Swapan Bardhan
301, H.I. Road,
Kolkata - 700065
- 2) Champak Sarkar
D. Chakr.

Drafted by: Swapan Bardhan
Advocate
Kolkata High Court
F-83/79 of 86



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Kadambogachi, North 24 Pgs

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Receipt and Memo of Consideration

Received from the within named DEVELOPER / SECOND PART the within mentioned sum of Rs.58,00,001/- (Rupees Fifty-Eight Lakh One Only) towards Deposit Consideration, in the following manner:

SL NO	IN FAVOUR OF	RTGS/NEFT/CHEQUE/CASH	BANK NAME & BRANCH	DATE	AMOUNT PAYABLE (RS)	TDS (RS)	TOTAL AMOUNT (RS)
1	Swapan Kumar Das	CASH	Not Applicable	01/12/2023	135000	15000	150000
2	Swapan Kumar Das	RTGS	SBI, PBB-NEW TOWN	01/12/2023	4530678	503409	5034087
3	Ajoy Kumar Das	RTGS	SBI, PBB-NEW TOWN	01/12/2023	277161	30796	307957
4	Somnath Das	RTGS	SBI, PBB-NEW TOWN	01/12/2023	277161	30796	307957

• *Swapan Kumar Das*
• *Somnath Das*
• *Ajoy Kumar Das*

SIGNATURE OF THE OWNERS/FIRST PART

Witness: -

- 1) *Swapan Bardhan.*
- 2) *Champak Saran.*



Additional District Sub-Registrar
Kadambogachi, North 24 Pgs.

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DA

Thumb

1st finger

middle finger

ring finger

small finger



Name... SURAPAN KUMAR DAS

Signature... Surapan Kumar Das

Thumb

1st finger

middle finger

ring finger

small finger



Name... SOMNATH DAS

Signature... Somnath Das

Thumb

1st finger

middle finger

ring finger

small finger



Name... AJOY KUMAR DAS

Signature... Ajoy Kumar Das



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Kadambagachi, North 24 Pgs.

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UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name SUSANTA CHATTERJEE

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE

RING

MIDDLE

FORE

THUMB



THUMB

FORE

MIDDLE

RING

LITTLE



R.H.

Westroad Housing and Infrastructure Limited

Susanta Chatterjee

Authorized Signatory

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(2) Name RAJENDRA CHATTERJEE

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE

RING

MIDDLE

FORE

THUMB



THUMB

FORE

MIDDLE

RING

LITTLE

R.H.



Westroad Housing and Infrastructure Limited

Rajendra Chatterjee

RAJENDRA CHATTERJEE

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

Director

(3) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



PHOTO

L.H.

LITTLE

RING

MIDDLE

FORE

THUMB



THUMB

FORE

MIDDLE

RING

LITTLE

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.



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Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



301120232030215908

GRIPS Payment Detail

GRIPS Payment ID:	301120232030215908	Payment Init. Date:	30/11/2023 22:47:44
Total Amount:	396172	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6288347853528	BRN Date:	30/11/2023 22:50:15
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr RAJENDRA CHATTERJEE
Mobile: 9830747218

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240302159098	Directorate of Registration & Stamp Revenue	396172
Total			396172

IN WORDS: THREE LAKH NINETY SIX THOUSAND ONE HUNDRED SEVENTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240302159098

GRN Details

GRN:	192023240302159098	Payment Mode:	SBI Epay
GRN Date:	30/11/2023 22:47:44	Bank/Gateway:	SBlePay Payment Gateway
BRN :	6288347853528	BRN Date:	30/11/2023 22:50:15
Gateway Ref ID:	202333432395568	Method:	State Bank of India New PG CC
GRIPS Payment ID:	301120232030215908	Payment Init. Date:	30/11/2023 22:47:44
Payment Status:	Successful	Payment Ref. No:	2002822304/9/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr RAJENDRA CHATTERJEE
Address:	1206 ORION SIDDHA GALAXIA, NEWTOWN ACTION AREA 3, PIN 700135
Mobile:	9830747218
Email:	operations@westroad.in
Period From (dd/mm/yyyy):	30/11/2023
Period To (dd/mm/yyyy):	30/11/2023
Payment Ref ID:	2002822304/9/2023
Dept Ref ID/DRN:	2002822304/9/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002822304/9/2023	Property Registration- Stamp duty	0030-02-103-003-02	20011
2	2002822304/9/2023	Property Registration- Registration Fees	0030-03-104-001-16	376161
Total				396172

IN WORDS: THREE LAKH NINETY SIX THOUSAND ONE HUNDRED SEVENTY TWO ONLY.

SITE PLAN OF R.S & L.R DAG NO-2690,2705,2706 AT MOUZA-BARBARIA, L.R.KH NO-457 J.L NO-8, UNDER PASCHIM KHILKAPUR GRAM PANCHAYAT, P.S.-DUTTAPUKUR (FORMERLY-BARASAT), DIST.- NORTH 24 PARGANAS, PIN 700126, WEST BENGAL.



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AREA BREAKUP

PLOT NO	LOT MKD	DAG NO.	AREA(DEC)	AREA(KATHA)
1	LOT A	2690	34.88	21K-1CH-29 SQFT
2	LOT B	2690	4.68	2K-13CH-17 SQFT
3		2705	0.63	6CH-4 SQFT
3		2706	5.10	3K-1CH-16 SQFT

DRAWN BY- PRANAB KUMAR DAS

Sugan Kumar Das
Somnath Das
Ajay Kumar Das

SIGNATURE OF OWNERS

Westroad Housing and Infrastructure Limited
Susanta Chatterjee
Authorised Signatory

Westroad Housing and Infrastructure Limited

Rh
Director
RAJENDRA CHATTERJEE
SIGNATURE OF DEVELOPER



Additional District Sub-Registrar
Kadambogachi, North 24 Pgs.

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Major Information of the Deed

Deed No :	I-1519-05835/2023	Date of Registration	01/12/2023
Query No / Year	1519-2002822304/2023	Office where deed is registered	
Query Date	17/11/2023 6:26:40 AM	A.D.S.R. KADAMBAGACHI, District: North 24-Parganas	
Applicant Name, Address & Other Details	SWAPAN BARDHAN 97 B Harish Mukherjee Road, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8910907626, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,76,14,007/-]		
Set Forth value	Market Value		
Rs. 55,51,115/-	Rs. 1,20,50,700/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 3,76,161/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Barasat, Gram Panchayat: PASCHIM KHILKAPUR, Mouza: Barbaria, JI No: 8, Pin Code : 700126

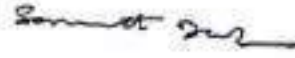
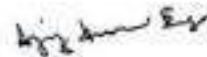
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2690	RS-805	Bastu	Itkhola	39.56 Dec	40,00,000/-	1,04,85,734/-	Adjacent to Metal Road,

District: North 24-Parganas, P.S:- Barasat, Gram Panchayat: PASCHIM KHILKAPUR, Mouza: Barbaria, JI No: 8, Pin Code : 700125

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-2705	RS-805	Bastu	Bastu	0.63 Dec	5,51,115/-	5,51,115/-	Width of Approach Road: 80 Ft., Adjacent to Metal Road,
L3	RS-2706	RS-888	Bastu	Shali	5.1 Dec	10,00,000/-	10,13,851/-	Width of Approach Road: 80 Ft., Adjacent to Metal Road,
		TOTAL :			5.73Dec	15,51,115 /-	15,64,966 /-	
	Grand Total :				45.29Dec	55,51,115 /-	120,50,700 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SWAPAN KUMAR DAS Son of Late Kumar Krishna Das Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office	Photo  01/12/2023	Finger Print  Captured LTI 01/12/2023	Signature  01/12/2023
HARI MOHAN Dutta ROAD, Block/Sector: Dum Dum Cantonment, 15E, City:- Dum Dum, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx4K, Aadhaar No: 36xxxxxxxx9860, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office				
2	Name Mr SOMNATH DAS Son of Late Kumar Krishna Das Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office	Photo  01/12/2023	Finger Print  Captured LTI 01/12/2023	Signature  01/12/2023
Hari Mohan Dutta Road, Block/Sector: Dum Dum Contonment, Flat No: 15E, City:- Dum Dum, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx5J, Aadhaar No: 43xxxxxxxx8673, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office				
3	Name Mr AJOY KUMAR DAS Son of Late Kumar Krishna Das Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office	Photo  01/12/2023	Finger Print  Captured LTI 01/12/2023	Signature  01/12/2023
Village:- Barbaria, P.O:- Jagannathpur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJxxxxxx8E, Aadhaar No: 47xxxxxxxx7780, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office				



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED Suit No 814 PS QUBE PLOT-11,D/31/1, ST -1111 MAJOR ARTERIL RD, City:- Rajarhat-gopalpore, P.O:- Newtown, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700125 , PAN No.:: AAxxxxxx6C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr SUSANTA CHATTERJEE (Presentant) Son of Late Monimohan Chatterjee Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office</td><td> Dec 1 2023 12:04PM</td><td> Captured LT1 01/12/2023</td><td> 01/12/2023</td></tr></table>	Name	Photo	Finger Print	Signature	Mr SUSANTA CHATTERJEE (Presentant) Son of Late Monimohan Chatterjee Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	 Dec 1 2023 12:04PM	 Captured LT1 01/12/2023	 01/12/2023	Madhabpur, City:- Barasat, P.O:- Newtown, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700125, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7A, Aadhaar No: 41xxxxxxxx0976 Status : Representative, Representative of : WESTROAD HOUSING AND INFRASTRUCTURE LIMITED (as)		
Name	Photo	Finger Print	Signature									
Mr SUSANTA CHATTERJEE (Presentant) Son of Late Monimohan Chatterjee Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	 Dec 1 2023 12:04PM	 Captured LT1 01/12/2023	 01/12/2023									
2	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr RAJENDRA CHATTERJEE Son of Mr Susanta Chatterjee Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office</td><td> Dec 1 2023 12:05PM</td><td> Captured LT1 01/12/2023</td><td> 01/12/2023</td></tr></table>	Name	Photo	Finger Print	Signature	Mr RAJENDRA CHATTERJEE Son of Mr Susanta Chatterjee Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	 Dec 1 2023 12:05PM	 Captured LT1 01/12/2023	 01/12/2023	Orion Block, Sidda Galaxia Phase 2, Block/Sector: Newtown Action 3, 1206, City:- Rajarhat-gopalpore, P.O:- Newtown, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx6F, Aadhaar No: 43xxxxxxxx9592 Status : Representative, Representative of : WESTROAD HOUSING AND INFRASTRUCTURE LIMITED (as)		
Name	Photo	Finger Print	Signature									
Mr RAJENDRA CHATTERJEE Son of Mr Susanta Chatterjee Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	 Dec 1 2023 12:05PM	 Captured LT1 01/12/2023	 01/12/2023									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr CHAMPAK SARKAR Son of Late Debendra Nath Sarkar Village:- Dakshin Chatra, P.O:- Dakshin Chatra, P.S:-Baduria, District:-North 24-Parganas, West Bengal, India, PIN:- 743247		 Captured	



Identifier Of Mr SWAPAN KUMAR DAS, Mr SOMNATH DAS, Mr AJOY KUMAR DAS, Mr SUSANTA CHATTERJEE, Mr RAJENDRA CHATTERJEE

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-36.44 Dec
2	Mr SOMNATH DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-1.56 Dec
3	Mr AJOY KUMAR DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-1.56 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-0.21 Dec
2	Mr SOMNATH DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-0.21 Dec
3	Mr AJOY KUMAR DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-0.21 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-1.7 Dec
2	Mr SOMNATH DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-1.7 Dec
3	Mr AJOY KUMAR DAS	WESTROAD HOUSING AND INFRASTRUCTURE LIMITED-1.7 Dec



Endorsement For Deed Number : I - 151905835 / 2023

On 01-12-2023

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

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

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

Presented for registration at 11:48 hrs on 01-12-2023, at the Office of the A.D.S.R. KADAMBAGACHI by Mr SUSANTA CHATTERJEE ..

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 1,20,50,700/-

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

Execution is admitted on 01/12/2023 by 1. Mr SWAPAN KUMAR DAS, Son of Late Kumar Krishna Das, HARI MOHAN Dutta ROAD, Sector: Dum Dum Cantonment, 15E, P.O: Dum Dum, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business, 2. Mr SOMNATH DAS, Son of Late Kumar Krishna Das, Hari Mohan Dutta Road, Sector: Dum Dum Cantonment, Flat No: 15E, P.O: Dum Dum, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business, 3. Mr AJOY KUMAR DAS, Son of Late Kumar Krishna Das, P.O: Jagannathpur, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by Profession Business Identified by Mr CHAMPAK SARKAR, , Son of Late Debendra Nath Sarkar, P.O: Dakshin Chatra, Thana: Baduria, , North 24-Parganas, WEST BENGAL, India, PIN - 743247, by caste Hindu, by profession Professionals

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

Execution is admitted on 01-12-2023 by Mr SUSANTA CHATTERJEE, , WESTROAD HOUSING AND INFRASTRUCTURE LIMITED (Partnership Firm), Suit No 814 PS QUBE PLOT-11,D/31/1, ST -1111 MAJOR ARTERIAL RD, City:- Rajarhat-gopalpore, P.O:- Newtown, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700125

Identified by Mr CHAMPAK SARKAR, , Son of Late Debendra Nath Sarkar, P.O: Dakshin Chatra, Thana: Baduria, , North 24-Parganas, WEST BENGAL, India, PIN - 743247, by caste Hindu, by profession Professionals

Execution is admitted on 01-12-2023 by Mr RAJENDRA CHATTERJEE, , WESTROAD HOUSING AND INFRASTRUCTURE LIMITED (Partnership Firm), Suit No 814 PS QUBE PLOT-11,D/31/1, ST -1111 MAJOR ARTERIAL RD, City:- Rajarhat-gopalpore, P.O:- Newtown, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700125

Identified by Mr CHAMPAK SARKAR, , Son of Late Debendra Nath Sarkar, P.O: Dakshin Chatra, Thana: Baduria, , North 24-Parganas, WEST BENGAL, India, PIN - 743247, by caste Hindu, by profession Professionals

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,76,161.00/- (B = Rs 3,76,140.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 3,76,161/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/11/2023 10:50PM with Govt. Ref. No: 192023240302159098 on 30-11-2023, Amount Rs: 3,76,161/-, Bank: SBI EPay (SBIEPay), Ref. No. 6288347853528 on 30-11-2023, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 20,011/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 2603, Amount: Rs.10.00/-, Date of Purchase: 04/11/2023, Vendor name: SAMIRON DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/11/2023 10:50PM with Govt. Ref. No: 192023240302159098 on 30-11-2023, Amount Rs: 20,011/-,
Bank: SBI EPay (SBlePay), Ref. No. 6288347853528 on 30-11-2023, Head of Account 0030-02-103-003-02



SMRITIKANA SEN
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KADAMBAGACHI
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1519-2023, Page from 135729 to 135807
being No 151905835 for the year 2023.



Spande

Digitally signed by SMRITIKANA SEN
Date: 2023.12.05 12:42:05 +05:30
Reason: Digital Signing of Deed.

(SMRITIKANA SEN) 05/12/2023

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

