

endorsoment sheets attached with this

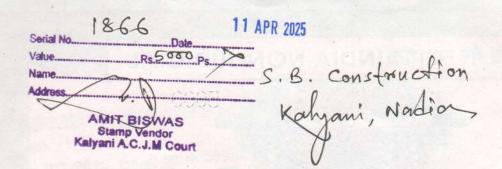
16/04/2025 Addl. Dist. Sub Registra

Kalyani Nadia 19 6 APR 2025

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is executed on this 16th day of April (Two Thousand Twenty Five) 2025.

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Addl. Dist. Sub Registra Kaiyani Nadia

7 6 APR 2025

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SRI KAUSHIK SEN GUPTA (PAN - BARPS2823K), (Aadhaar No. 7813 4768 8985). Son of Sakti Pada Sengupta, by Occupation-Service, by religion Hindu, by Nationality Indian, Resident of B-10/223 Kalyani, Township, P.O. & P.S.- Kalyani, Dist.- Nadia, PIN - 741235, West Bengal hereinafter called and referred as the "LAND OWNER" (Which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include all his legal heirs, executors, administrators, legal representatives and assigns) of the ONE PART

AND

"S.B. CONSTRUCTION" (PAN No. AEFFS4151P) represented by the partners

- 1) <u>SRI SUBRATA DAS</u> (PAN BKKPD3220F), (Aadhaar No. 4750 6765 9077) S/o Narayan Das, by Occupation-Business, by religion Hindu, by Nationality Indian resident of Ghoshpara, Satimata Road, Ward No-3, under Kalyani Municipality, P.O. & P.S.- Kalyani, Dist.- Nadia, PIN 741235, West Bengal.
- 2) <u>SRI SUJIT DAS</u> (PAN BILPD6047G), (Aadhaar No. 8841 1205 3863) S/o Netai Das, by Occupation-Business, by religion Hindu, by Nationality Indian resident of Vill. Muratipur, P.O. & P.S.- Kalyani, Dist.- Nadia, PIN 741235, West Bengal
- 3) <u>SRI BALARAM HALDER</u> (PAN AMTPH4073P), (Aadhaar No. 2601 5043 2387) S/o Jatin Halder, by Occupation-Business, by religion Hindu, by Nationality Indian resident of Vill. Dakshin Chandamari, P.O.-Chandmari, P.S. Kalyani Dist. Nadia, PIN-741245, West Bengal.
- 4) <u>SRI SAMIR BISWAS</u> (PAN -AHYPB8178R), (Aadhaar No. 3371 2437 3879) S/o Subhash Biswas, by Occupation-Business, by religion Hindu, by Nationality Indian resident of Vill. Dakshin Chandamari, P.O.-Chandmari, P.S. Kalyani Dist. Nadia, PIN-741245, West Bengal, hereinafter jointly called and referred to the "<u>DEVELOPERS</u>" (Which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include all their legal heirs, executors, successor-in-office administrators, legal representatives and assigns) of the OTHER PART

WHEREAS the below schedule mentioned land ad-measuring 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) lying and situated at Plot No. 223, Sub-Block No. B-10 of Block No. B of Kalyani township was originally belonged to the Government of the State of West Bengal.

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ANDWHEREAS the below schedule mentioned land ad-measuring about 08 (eight) Cottahs, NIL Chattaks and 16 (Sixteen) Square feet (a little more or less) was allotted by the Government of West Bengal in favour of Smt Aruna Dutta (the original allottee) and a Deed of Lease had been executed on 13.02.1984 by and between the Governor of the State of West Bengal represented through its local wings Department of Urban Development and Municipal Affairs and Estate Manager Kalyani with Sri Sakti Pada Sengupta and duly registered on 18.02.1984 in the office of the Additional District Sub-Registrar of Kalyani, Nadia, which has been recorded and bind in Book No. 1, Book Volume No. 5, Pages No. from 25 to 32, Being Deed No. 219 for the year of 1984 (hereinafter referred to as the principal "Lease Deed") of schedule plot with building lying and situated at plot No. 223, Sub-Block No. B-1.0, of Block "B" in the Kalyani Township subject to the limitation, terms and conditions mentioned therein for the purpose erect of residential dwelling house for a period of 999 (Nine Hundred Ninety Nine) years.

ANDWHEREAS the Estate Manager of Kalyani & Ex-officio, Assistant Secretary Govt. of West Bengal, demarcated and measured the below schedule land an area admeasuring 08 (eight) Cottahs, NIL Chattaks and 16 (Sixteen) Square feet to be the same a little more or less in the plot No. B-10/223 Kalyani, Nadia by prepared a site plan and possession certificate and possession has been handed over to Sri Snehasis Roy, representative of Lessee Sri Shakti Pada Sengupta on 14.07.1982.

ANDWHEREAS after obtaining prior permission from the Governor the original allottee Smt Aruna Dutta transferred her lease hold interest in the said plot of land fully described in the schedule hereunder to Sri Sakti Pada Sengupta, Son of Late Kulada Kanta Sengupta by way of affidavit dated 03.03.1982 and duly been accepted by Government of West Bengal and Estate Manager Kalyani and recorded vide order No. 402/3L-51/57 dated 14.04.1982 of Estate Manager, Kalyani.

ANDWHEREAS, after demise of the recorded lessee Sri Sakti Pada Sengupta his son Sri Kaushik Sengupta got the below schedule mentioned land ad-measuring 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) lying and situated at Plot No. 223, Sub-Block No. B-10 of Block No. B of Kalyani township by virtue of a WILL which had been executed by Sakti Pada Sengupta during his lifetime in favour of his son Sri Kaushik Sengupta (beneficiary of the WILL) and probate certificate granted by the District Delegate at Kalyani, Nadia dated 04.07.2019 and recorded by the Government of West Bengal and Estate Manager Kalyani under Order No. 089/B - 10/223 dated 08.07.2021 of Estate Manager, Kalyani, Nadia

ANDWHEREAS, it was under active consideration of the Government of West Bengal to introduce a new scheme for allowing the conversion of leasehold land into freehold for the conveyance of lessee on optional basis on payment of conversion fee determined on the basis of plot size, type of plot and current market price of the land parcel, from willing mutated lessee.

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ANDWHEREAS, the Government of West Bengal, hereby introduced by West Bengal Land Conversion (Leasehold land to Freehold land) Scheme, 2022, and in pursuance of such Govt. Scheme the Government of West Bengal issued a Gazette Notification vide No. 1902-UDMA-24011 (15)/52/2023 GENL-SEC dated 17th day of November, 2023, the details of which has been mentioned in the said Scheme read with Notification No. 946/UDMA-22012(11)/13/2024 - ESTT - TCP SEC Dept. of UDMA dated 11th June, 2024.

ANDWHEREAS representing that the said Lease is still valid and subsisting and the present Owner/ Sri Kaushik Sengupta applied to the Government of West Bengal to purchase reversionary right, title and interest of the Government of West Bengal in the said demised property leased out to owner under the said lease Deed to the extent of its permanent,

transferable and heritable rights and the Government of West Bengal has agreed to sell such right, title and interest of the said demised property subject to the terms and

conditions appearing hereinafter.

ANDWHEREAS Government of West Bengal through Department of Urban Development and Municipal affairs by the pen of local wings Estate Manager, Kalyani, after receiving the conversion consideration amount and other applicable charges for conversion lease hold land to free hold land in terms of the notification vide No. 946 - UDMA - 22012 (11)/13/2024 - ESTT-TCP SEC - Dept. of UDMA dated 11th June, 2024 and after satisfying Government of West Bengal issued a Conversion Certificate for Lease Hold land to Free hold land, subject to the terms and Condition mentioned in the Deed of Conveyance (For conversion of Leasehold land)

ANDWHEREAS after paid consideration of a sum of Rs. 10,51,713/- (Rupees Ten Lakh Fifty One Thousand Seven Hundred Thirteen) as conversion fees by the present Owner/ Sri Kaushik Sengupta to the Govt. of West Bengal before the execution and registration of a Deed of Conveyance (For conversion of Leasehold land), the Government of West Bengal through Department of Urban Development and Municipal affairs by the pen of local wings Estate Manager, Kalyani issued a conversion certificate subject to the intimation mentioned in the Deed as well as the order hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid Owner/ Sri Kaushik Sengupta the permanent, transferable and heritable rights in respect of the demised land ad-measuring 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) lying and situated at Plot No. 223, Sub-Block No. B-10 of Block No. B of Kalyani township more fully described in the schedule hereunder TO HAVE AND TO HOLD the same unto the Owner/ Sri Kaushik Sengupta with permanent heritable and transferable rights, subject to the exceptions, reservations, covenants and conditions hereafter contained in the Deed of Conveyance (For conversion of Leasehold land).

ANDWHEREAS the Governor of the State of West Bengal by the pen of through its local wings, Estate Manager & Urban Development Kalyani and Ex-officio Asstt. Secretary of the Govt. of West Bengal executed and registered Deed of Conveyance

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(For conversion of Leasehold land), in favour of Owner/ Sri Kaushik Sengupta registered and bind in Book No.1, C.D. Volume No. 1303-2024, Pages No. from 106049 to 106064, Being No. 6063 for the year 2024 of the Additional District Sub-Registrar's office of Kalyani, Nadia

ANDWHEREAS now the below schedule land is rent and revenue free land declared by the Governor of the State of West Bengal and the present Sri Kaushik Sengupta became freehold owner of the land ad-measuring 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) lying and situated at Plot No. 223, Sub-Block No. B-10 of Block No. B of Kalyani township and acquired valid right, title, interest and possession over the schedule land / property and became absolute owner and possessed the same since then.

ANDWHEREAS now the present owner/ Sri Kaushik Sengupta herein has decided to develop his below schedule land ad-measuring 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) lying and situated at Plot No. 223, Sub-Block No. B-10 of Block No. B of Kalyani township and searched a reputed developer, who will take full responsibility to developing below schedule land and upon hearing such intention, the "S.B. CONSTRUCTION" the developer, represented by the partners i) Sri Subrata Das, ii) Sri Sujit Das, iii) Sri Balaram Halder iv) Sri Samir Biswas herein approached the present owner, that they will develop the said land and take full responsibility by raising construction of a multi storied (G+4) building consisting of residential flats, garages/car parking spaces etc. on the said schedule land, the owner/ Sri Kaushik Sengupta has agreed to such proposal and decided to develop the said land by constructing a G+4 multi-storied building at Plot No B-10/223 through "S.B. CONSTRUCTION"

In witnesses whereof, the owner/ Sri Kaushik Sengupta and the developer/"S.B. CONSTRUCTION", represented by the partners i) Sri Subrata Das, ii) Sri Sujit Das, iii) Sri Balaram Halder iv) Sri Samir Biswas have mutually executed this Developer Agreement upon terms and conditions appearing hereunder:

This Developer Agreement is drawn up in writing with details of such terms and conditions mutually agreed to by and among the parties herein.

In this agreement the following words are used in the following sense unless contrary intent appears from the context have the following meanings:

I. OWNER: Shall mean the present owner Sri Kaushik Sengupta and in case of his death his all legal heirs, executors, administrators, legal representatives and assigns.

II. DEVELOPERS: shall mean "S.B. CONSTRUCTION" the developer, represented by the partners i) Sri Subrata Das, ii) Sri Sujit Das, iii) Sri Balaram Halder iv)

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Sri Samir Biswas having its registered office address at Shop No-15, near ITI College More, P.O.& P.S. Kalyani, Dist Nadia, PIN-741235 West Bengal and the present address is Plot No. B-10/223, Kalyani Township, P.O. & P.S. Kalyani, Dist Nadia, West Bengal PIN 741235

III. THE SAID PROPERTY WHERE THE MULTISTORIED APARTMENT WILL BE CONSTRUCTED: Plot No. B-10/223, Kalyani Township, P.O. & P.S. Kalyani, Dist Nadia, West Bengal PIN 741235.

IV. BUILDING: Shall mean and include G+4 Multi Storied (initially) building consisting of several residential flats, garage, car parking space etc proposed to be constructed over the schedule land mentioned below after execution of this development agreement.

V. ARCHITECT: Shall mean person or persons, who may be appointed by the Developer/"S.B. CONSTRUCTION" for designing and planning of the building as per the West Bengal Municipal Act and Rules or West Bengal Building Rules as well as various Acts and rules of other statutory and/or local /Municipal bodies.

VI. BUILDING PLAN: Shall mean such plan prepared by the Developer/"S.B. CONSTRUCTION" and/or their Architect and/or LBS for the construction of the building, which will be sanctioned by the Kalyani Municipality and/or the competent authority or authorities to sanction the plan and / or on the basis of the modified plan and / or revised plan thereof Government /Municipal Body and / or bodied as the case may be as per norms of West Bengal Municipal Building plan rules.

VII. UNIT AND APPARTMENT: Shall mean residential Flat and / or other space or spaces intended to be built by the Developer.

VIII. THE SUPER BUILT UP AREA: Shall mean the total covered area to comprise in the unit as certified by the architect on proper measure plus the proportionate share of the common area and aggregate of the same.

IX. THE CARPET AREA: Shall mean an area after deducting 20% from Super Built up area to comprise in the unit as certified by the architect on proper measure plus full proportionate share of the common area and aggregate of the same.

X. COMMON PARTS FACILITIES AND AREAS: Shall mean and include corridors, staircase, ingress out gress, passages, ways, lifts, pump room, underground reservoir, over head water tank, water pump and motor and generator of the said building and other facilities, which may be mutually agreed upon among the parties and as required for the purpose of establishment, location, enjoyment, provision maintenance and / or management of the said building.

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XI. COMMON EXPENSES: Shall mean and include all expenses to be incurred by the flat owners herein with all other unit / apartment owners(s) for the maintenance, repair, management of the building a temporary electric line will be installed at the cost of the intending flat purchaser.

XII. SALE: Shall mean as required under The Indian Registration Act 1908 as well as provision described under the Transfer of property Act 1882 for transfer of flats, garage demarcated proportionate share of land. etc. with undivided proportionate share.

XIII. PURCHASER/BUYER(S): Shall mean the purchase of any portion of the residential unit/flat of the building as to be constructed according to the sanction plan of the Kalyani Municipality.

XIV. OWNER'S ALLOCATION: Shall mean that the owner's will get an amount of Rs. 65,00,000/- (Sixty Five Lakhs) only for benefit of land in favour of "S.B. CONSTRUCTION" and One 3 BHK complete Flat (ready to move) No. 101, on Third floor (North East Side) consisting of 3(three) bed rooms, 1 (one) kitchen, 1 (one) dining cum drawing room 1 (one) balcony, 2 (two) toilet admeasuring 953 (Nine Hundred Fifty Three) Square Feet Super Built up area and 763 (even Hundred Sixty Three) Square Feet Carpet Area at developer's new project/constriction at B-10/223, Kalyani Nadia.

XV. THE DEVELOPER'S ALLOCATION: Shall mean the entire remaining and rest portion of the proposed building of the total constructed area in the said proposed building to be constructed in or at the said premises/land except the owner's allocation including proportionate share in the land and proportionate share in common parts and facilitate and the car parking space together with absolute right on the part of the developers to enter into agreement for sale, transfer, lease, gift, deed of sale/conveyance or any way deal with the same with any third party/intended purchaser.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this agreement the parties hereto have agreed to development and for constructing residential flats/garages on the plot mentioned in schedule land and it is hereby agreed to and declare by and between the parties as follows:

1) That the First party is the full and absolute single owner of the below schedule property written hereunder and have a good and marketable right title and interest of the said property solely and is entitled to enter into this development agreement.



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- 2) That the said proportionate land every part thereof are free from all encumbrances, lispendences, attachment, charges, alignment, acquisition, requisition and in all sorts of liability whatsoever and however.
- 3) That the above named First Part/Land Owner assure the Second Part/Developers that there is/are no suit or proceedings pending in any Court of India or West Bengal regarding the title of the owner of the said properties any part thereof.
- 4) That the First Part / Land owner only has right, title, interest in respect of the said first schedule below properties or in any part thereof and the first part is the single owner.
- 5) That the said property is not subject to any notice of acquisition and /or requisition or by any scheme any Public or Government Authority till date.
- 6) That the owner has no difficulty in fulfilling his obligation hereunder contained.
- 7) That the Developers "S.B. CONSTRUCTION" entering into this development Agreement completely lying on the aforesaid representation and / or assurance made and / or contained on the part of the owner and believing the same to be true and correct an acting on good faith thereof.
- 8) That before taking up the constructional work and demolish the existing construction the party hereto the second Part shall obtain necessary sanction and approval and / or consent from the Kalyani Municipality and or any other statutory and local body or bodies with regard to each and every aspect of the constructional work. Be it specifically noted here that the party hereto of the First Part shall not be any manner whatsoever liable and / or responsible for any deviation and / or non compliance of any statutory rules and regulations made by the party hereto of the Second Part. The proposed plan for construction of the building will be deposited for sanction before the appropriate authority within 2(two) months from the date of execution of this agreement.
- 9) That the party of the second part shall complete the entire constructional work within 24 (Twenty four) months. The Second Part shall be liable to pay adequate damages with interest to the First Part in case of willful delay on their part but shall not be responsible to pay any damages for delay due to some unforeseen circumstances or Act of God or situations beyond the control of the Developers. The Developers shall not be entitled to assign the instant works of developments to any third party without the written consent of the owners.
- 10) That it is specifically noted that the party hereto of the second part at their own cost and expenses shall complete the entire constructional work upon the plot of land



measuring 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) Sq ft more fully and particularly described in the schedule hereinafter written after demolishing the existing structure standing thereon at their own cost and expenses and the Developers shall be entitled to get all the debris collected from the structure.

- 11) That the party hereto of the Second Part will be at liberty to entry any agreement for sell and/or transfer the flat/s in respect of the developer's allocation without obtaining any sort or approval and/or consent from the party hereto of the First Part.
- 12) That the party of the First Part shall not be liable and / or responsible in any manner whatsoever in case the party hereto of the Second Part fails to comply with any statutory Rules and Regulations in respect of construction of the building as a whole. In this regard, the party hereto of the Second Part undertakes to abide by all the statutory rules and regulations laid down by Kalyani municipal authorities various authorities for constructions of the building.
- 13) That the First Part owner will be bound to leave the vacant possession of the below schedule mentioned property within one month after execution of this development agreement.
- 14) That the Developers shall not provide any accommodation to the owner during the construction work.
- 15) That the party hereto of the Second part shall receive all amounts viz. Flat Booking money, advance money, earnest money, sale proceeds, sale consideration money, from the intending puncher or purchasers for booking and or allotment of the flats/ units falling within the purview of the Developers allocation and shall execute valid receipts for the same without making the party hereto of the First Part is not liable and or responsible for the same in any manner whatsoever.
- 16) That the party hereto of the First Part shall not be liable and / or responsible in any manner whatsoever with regard to any sort of disputes that may be arise by and between the party hereto of the Second Part and the intending purchaser(s) in respect of any manner relating to and concerning the flats and or unit falling within the purview of Developer's Allocation.
- 17) That the party hereto i.e the owner after the execution of this agreement shall be bound to grant and execute to the Developers a Development Power of Attorney in favour of the Developers name to do all acts deeds and things and for the purpose of the sanction of the building plan as required for the purpose of the construction work in the schedule plot of land and also for the purpose of execution of the schedule plot of land and also for the purpose of execution of agreement with the intending flat



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purchaser(s) in respect of the developer's allocation and collection of money from those purchases.

- 18) The Second Part shall make earnest endeavor to get the plan sanctioned by the Kalyani Municipality and other authorities as early as possible and the owners shall render all assistants and co-operate in all respect in that regards.
- 19) God forbid, if any accident takes place during the constructional work then and in that event the party hereto of the first part shall not be libel and/or responsible for the same in any manner whatsoever.
- 20) That the party hereto of the Second Part shall pay all Municipal Taxes and other outgoing or from the date of obtain the vacant possession of the said premises from the owner of the said premises to effect construction there on till the time vacant and Khas possession of the flats and/or unit and/or room falling within the purview of the owner's allocation are handed over to the party hereto of the First Part in the manner.
- 21) That the parties hereto have entered into this agreement purely for construction and nothing contained herein shall be deemed to be constructed as partnership between the first and second parties in any manner whatsoever.
- 22) That the parties hereto of the First Part shall have the right to inspect the owner's allocation during the construction period with their engineer and agents, if necessary and the part hereto of the second part shall not raise any objection there to.
- 23) That the party hereto of the second part undertake to keep the parties hereto of the first part indemnified against all third party claims and action arising out of any sort of act of the party hereto of the Second part relating to the construction of the building at the said premises and other related and/or connected works there to including any sort of claim. The intending purchasers might have on the party hereto of the second part.
- 24) All expenses arises for obtaining the sanction plan including expenses for construction by engaging Architect, Engineer, building surveyors men, masons, labourers shall be borne by the party of the Second Part/Developer/"S.B. CONSTRUCTION".
- 25) Both the Developers and the owners herein shall enjoy their respective allocation portions in the said building under their occupation forever with absolute right to alienate transfer, sell gift etc. And as such rights of the parties in no way could be taken of or infringed either of the parties under any circumstances.



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- 26) The owners shall not do any act, deed or things, where the Developers shall be prevented from construction and completion of the building as per the approved and sanction plan of Kalyani Municipality.
- 27) Neither party shall use or permit to be used the respective allocation in the building or any portion thereto for carrying on any obnoxious, illegal and immoral trade or actives nor use the same for any purpose, which may cause any nuisance or hazards to the other occupiers of the building.
- 28) Neither party nor owner or developer shall demolish or damage any wall or other structure in their respective allocation or any portion thereof or make any structural alteration there in without the previous consent of the others in this behalf as well as without valid authority thereof.
- 29) The developer shall abide by all laws by-laws rules and regulations of the Govt. statutory bodied and / or local bodies Kalyani Municipal authorities as the case may be and shall be responsible for any deviation and / or breach of any of the said laws and regulations till completion and receipt of occupancy certificate from Kalyani Municipality and other authorities.
- 30) The respective flat owners shall keep the interior walls, sewerages, drains, pipes and other fittings ad fixtures and appurtenances, floor and ceiling etc in good and working condition and in particularly so as not to cause any act to other occupiers of the building and indemnify from and against the consequences of any beach.
- 31) Neither party nor their purchaser/s shall do or cause or permitted to be done any act or things which may render void any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any beach.
- 32) That the owner herein undertakes not to create any kind of charge or mortgage including that equitable mortgage by depositing the title deed as the said premises / and or any portion thereof at any time during the subsistence of this development agreement or any time thereafter.
- 33) That the Developers hereby agrees and covenants with the owner not to make any violation or contravention of the provision of Rules applicable to construction of the said building and/or the plan sanctioned by the Kalyani Municipality and / or authorities without prior approval and authority.
- 34) The owner hereby undertake that the Developers shall be entitled to the said construction and shall enjoy or may sell out its allocated space without any interference or disturbances on the part of the owners. Further the owners shall not



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claim any amount / consideration money or flat from the said sale proceeds and the same shall be appropriated by the Developers only.

- 35) That the Developers hereby undertaken to keep the owner indemnified against all third party claims and actions arising out of any sort of act of omission or commission of the Developer relating to the construction of the said building.
- 36) The plan layout and specification for the owner's allocated portion will entirely vest on the owner, irrespective of the rest of the plan of the developed building. The construction shall be made as per discretion of the Developers with good qualities of construction materials approved by ISI standard and sanctioned plan.
- 37) That the owners and the Developers have entered into this agreement purely as contract and under no circumstances this shall be treated as partnership between the parties.
- 38) That the time is the essence of the instant contract and the Developers at its own cost and expenses shall complete the entire project within the specified time as mentioned above.
- 39) That the Developers and the owner shall mutually frame scheme for the management and the administration of the said building and / or common parts thereof. After the completion of the said building the owners hereby agrees to abide by all the rules and regulations to be framed by the society / association holding organization and/or any other origination, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 40) That the entire building complex or multistoried building at the said properties shall be called and known as "SAI SNEHASHISH APARTMENT".
- 41) As and from the date of completion of the building as well as upon delivery of possession, the Developers and/or the owners and/or the purchasers shall each liable to pay and bear proportionate charges on account of Municipal rates and charges and other Government /statutory taxes and outgoings payable in respect of their respective allocations.
- 42) That the owner shall deliver all the Xerox copies of all original deeds and papers documents relating to the said premises simultaneously with the execution of these present to the Developers and the same shall remain lying under the custody of the Developers during the full period of construction.



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- 43) All dispute and differences arising out of this agreement or in relation to the determination of any rights and/ or liabilities of the parties hereto or the construction and interruption of any of the terms and meaning thereof shall be referred to the sole Arbitrator appointed by both the parties subject to the Kalyani Court Jurisdiction only.
- 44) The Developers shall on completion of the G+4 multi storied building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses and also provide a possession certificate to the owner in respect of owner's allocation flat
- 45) Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
- 46) 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 favour of the Developer(s) and also for the betterment of the project on the same terms and conditions mentioned herein.
- 47) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.
- 48) The owner(s) or their legal representative(s) herein will have no right/ authority power to cancel, terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. 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.
- 49). That in the event of any encumbrances be found on the said land or any part thereof then in such event the owner shall be liable at his own costs to have the same cleared within 2 months (60 days) of receiving a notice from the Developers for the same.

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- 50) The details of owner allocation has been depicted in the second schedule hereunder written."
- 51) The details of the Developer's allocation has been depicted in the third schedule here under written.
- 52) The details of common facilities and amenities to be provided by the Developers in the proposed constructed building has been depicted in the fourth schedule hereunder written.

FIRST SCHEDULE OF ABOVE PROPERTY REFERRED TO

ALL THAT piece and parcel of rent free hold and/or revenue free land ad-measuring more or less 8 (Eight) Cotthas Nil Chattaks and 16(Sixteen) Square Feet (a little more or less) being plot No. 223 in Sub Block No. B-10 of Block 'B' with structure thereupon, in subdivision Kalyani developed by the Govt. of West Bengal P.S. Kalyani Dist Nadia, Ward No-12, under Kalyani Municipality. Additional District Sub-Registration office at Kalyani Dist Nadia within the jurisdiction of District Collectorate of Nadia, which is butted and bounded as follows:-

On the North by: 30 Feet wide Metal Road

On the East by: Plot No B-10/224 On the South by: Plot No B-10/229 On the West by: Plot No B-10/222

SECOND SCHEDULE OF ABOVE PROPERTY REFERRED TO [OWNER'S ALLOCATION AND CONSIDERTION]

owner's will get an amount of Rs. 65,00,000/- (Sixty Five Lakhs) only for benefit of land in favour of "S.B. CONSTRUCTION" and One 3 BHK complete Flat (ready to move) No. 101, on Third floor (North East Side) consisting of 3(three) bed rooms, 1 (one) kitchen, 1 (one) dining cum drawing room 1 (one) balcony, 2 (two) toilet admeasuring 953 (Nine Hundred Fifty Three) Square Feet Super Built up area and 763 (even Hundred Sixty Three) Square Feet Carpet Area at developer's new project/constriction at B-10/223, Kalyani Nadia and the building complex or multistoried building shall be called and known as "SAI SNEHASHISH APARTMENT".

SCHEDULE "C" OF ABOVE PROPERTY REFERRED TO

(Developers allocation)

All that shall mean the entire remaining portion/space of the proposed building of the total constructed area in the said proposed building to be constructed in or at the said premises excepting the owner's allocation including proportionate share in the land and proportionate share in common part and facilities and the car parking space

3. Pchaman

(Page 15 of 17)

together with absolute right on the part of the Developers to enter into agreement for sale, transfer, gift, lease or any way deal with the same with any third party.

SCHEDULE "D" OF ABOVE REFERRED TO (Specification of each Flat)

It is a G+4 multistoried building contain several residential Flats.

- 1) RCC framed structure made by Captain / Elegant / ISI Mark Steel and cement like ACC, Birla, Samrat, Lafarge, Ultratech, Ambuja etc.
- 2) External wall be 8 inchs thick, partition wall between two rooms will be 5 inchs.
- 3) Outside plaster of the building shall be painted with weather coat /shield, inside wall, room will be finished by wall putty and complete colour finishing.
- 4) Door frame shall be made of Sal wood. All doors will be membrane door except main door. All door, shutters will be single leaf compact waterproof flash door and bathroom frame and door shutter will be PVC. Main door made by wood (Gamari)
- 5) Windows shall be made by mild steel and frosted glass and also two coats primer / colour complete and windows size 6' x 5' to be provided,
- 6) Floor tiles (Johnson) (2'x2') with dado.
- 7) Kitchen platform made with black stone, granite and stainless steel sink will be provided with extra and tiles up to 3 feet height from platform. Floor will be made by floor tiles (2'x2' (Johnson)
- 8) Toilet tiles will be dado up to 6 feet height from floor with glazed tiles (Johnson). One shower including concealed stop cock, one European commode including low down cistern. One white basin will be provided on dining space only. One O.T. pan in other toilet, two numbers Tap in each toilet. One Gizzer point in one toilet to be provided.
- 9) All inside plumbing work to be concealed with G.I. pipes and outsides plumbing work to be ISI UPVC & CPVC pipes and fittings all sanitary fittings are ISI marks. Required six of overhead tank and underground water storage tank to be provided.
- 10) All Electric wiring will be concealed with ISI slandered wire, switch, plugs, socket, power plug etc. Total 40 points (37 points 5 AMP. And 3 power point 15 Amp) To be provide for one flat and AC point for one bed room.
- 11) 24 hours electricity & water (common area)
- 12) Lift facility & Silent generator will be available.
- 13) 3 feet height MS grill will be provided in Varandah

Be it mentioned here as per requirement / choice of the purchaser for any other extra construction/ item may be installed with his/her/their own cost extra.

S. P. Adv

(Page 16 of 17) SCHEDULE "E" OF ABOVE PROPERTY REFERRED TO

[Common Facilities and Amenities]

Shall mean the area and amenities annexed to the said building to be erected over the first schedule and second schedule of the properties which includes entrances of the building septic tank water pipelines drain pipe line and proportionate share of land underneath the building overhead water tank water pump and top floor roof and other facilities which may be required for enjoyment maintenance or management of the said building by all occupiers / flat owners of the building.

MEMO OF CONSIDERATION

Received the total amount for provide and benefit of the land of Rs 65,00,000/-(Rupees Sixty Five lakhs) through Cash /Cheque/RTGS/Draft paid by the Developers on different dates as per payment schedule.

Sl. No. Dated	NEFT/Cheque/RTGS/Draft	Amount	
i) 02/02/2023	SBI Cheque No 254321	Rs. 10,00,000/-	
ii) 05/06/2023	RTGS No. SBIN 58412014147411147	Rs. 10,00,000/-	
iii) 12/08/2023	SBI Cheque No 254325	Rs. 10,00,000/-	
iv) 14/01/2024	SBI Cheque No 254330	Rs. 10,00,000/-	
v) 12/07/2024	RTGS No. SBIN 58412014147416743	Rs. 10,00,000/-	
vi) 14/02/2025	SBI Cheque No 254338	Rs. 15,00,000/-	
v) 12/07/2024	RTGS No. SBIN 58412014147416743	Rs. 10,00,000/-	

Total Rs 65,00,000/-

(KAUSHIK SEN GUPTA)

Received by First Part/Land owner

Recent colour passport size photograph and ten finger impression of right and left hand are attach here with of the First Part/owner and Second Part/developers represented by the partners, which do from part and parcel of this Developer Agreement.

That this Development Agreement containing total 17 pages out of which 1 stamp paper page and 16 Demi pages.



(Page 16 of 17)

In witnesses whereof the parties of this Deed of Developer Agreement, subscribed their respective hands and seal on the day, month and year above written.

(KAUSHIK SEN GUPTA) Signature of First Part/Land owner

1) Subouter DOS

[SUBRATA DAS]

2) Suit Ros

[SUJIT DAS]

3) Bolarom Halder [BALARAM HALDER]

4) Sam Busines _

[SAMIR BISWAS]

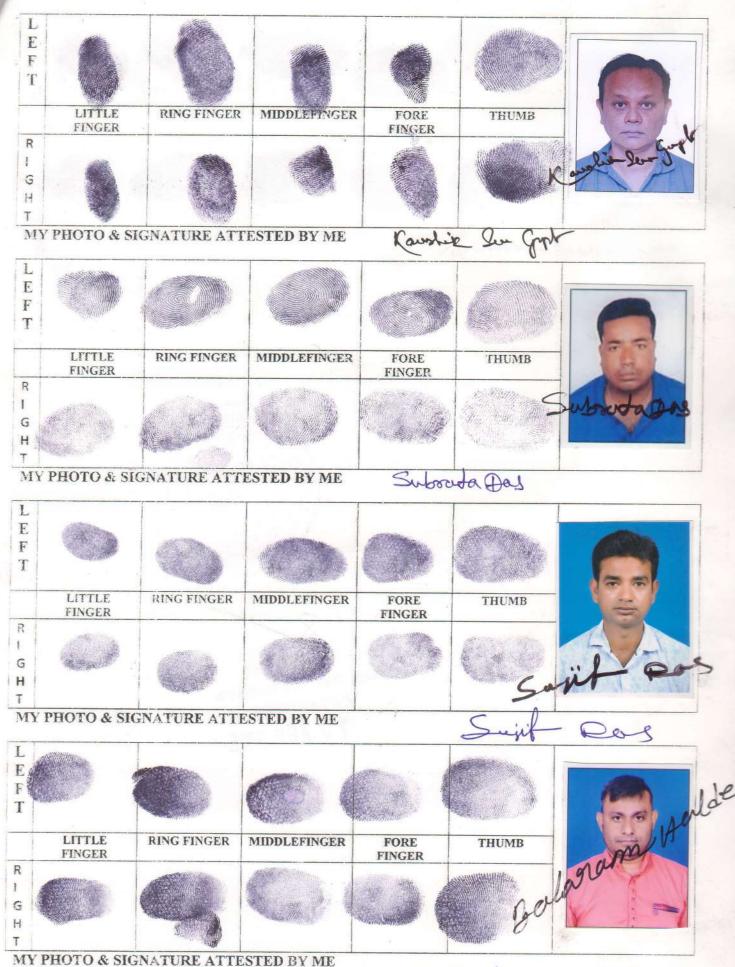
Signature of the Developers/ Partners "S.B. CONSTRUCTION"

Signed and delivered In presence of witnesses

1) Bronay wman Bala Kolyani, Nodia 2) Bofon Polemus Volyani, Noella

Drafted, Prepared and Typed by me
(SAFIAR RAHAMAN)
Advocate, Kalyani Court, Nadia
Enrollment No. WB/808/2001

SIGNATURE & IMPRESSION OF TEN FINGERS



Balaram Halden

SIGNATURE & IMPRESSION OF TEN FINGERS

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MY PHOTO & SIGNATURE ATTESTED BY ME



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





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GRN Date:

GRN:

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16/04/2025 11:56:12

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Successful

BRN:

CHT1358832 Gateway Ref ID: 160420252001993744 **GRIPS Payment ID:**

Payment Status:

Payment Mode:

Bank/Gateway:

BRN Date:

Method:

Payment Init. Date:

Payment Ref. No:

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Gateway

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State Bank of India NB

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2000977204/1/2025

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr KOUSHIK SEN GUPTA

Address:

KALYANI

Mobile:

8981597773

Period From (dd/mm/yyyy): 16/04/2025 Period To (dd/mm/yyyy):

16/04/2025

Payment Ref ID:

2000977204/1/2025

Dept Ref ID/DRN:

2000977204/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000977204/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	5001
2	2000977204/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	65007
-	20007,127,11202		Total	70008

SEVENTY THOUSAND EIGHT ONLY. IN WORDS:



Major Information of the Deed

Deed No:	I-1303-01700/2025	Date of Registration 16/04/2025		
Query No / Year	1303-2000977204/2025	Office where deed is r	egistered	
Query Date	10/04/2025 7:47:32 AM	A.D.S.R. KALYANI, Dis	trict: Nadia	
Applicant Name, Address & Other Details	Safiar Rahaman Kalyani Court,Thana : Kalyani, Dis No. : 8981597773, Status :Advoca		., PIN - 741235, Mobile	
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	Agreement or Construction	[4311] Other than Immo	vable Property, Receipt	
Set Forth value		Market Value		
Rs. 65,00,000/-		Rs. 98,28,225/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 10,001/- (Article:48(g))		Rs. 65,007/- (Article:E, I	B)	
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip.(Urba	

Land Details:

District: Nadia, P.S:- Kalyani, Municipality: KALYANI, Road: Block-B10(R) Arterial Road, Mouza: Block-B10(R), , Ward No: 12 JI No: 0, Pin Code: 741235

Sch No	Plot Number	Khatian Number	Land Proposed	Area of Land	The state of the s	Market Value (In Rs.)	Other Details
L1	RS-223		RentFree Viti/Bastu (Freehold)		65,00,000/-		Width of Approach Road: 30 Ft., Adjacent to Metal Road, ,Last Reference Deed No :1303-I -06063- 2024
	Grand	Total:		13.2367Dec	65,00,000 /-	98,28,225 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Shri Kaushik Sen Gupta (Presentant) Son of Mr Sakti Pada Sen Gupta Executed by: Self, Date of Execution: 16/04/2025 , Admitted by: Self, Date of Admission: 16/04/2025 ,Place : Office	45/14/2025	Captured	radin In Cot
		16/04/2025	LTI 16/04/2025	16/04/2025

B-10/233, Kalyani, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX7, PAN No.:: BAxxxxxx3K, Aadhaar No: 78xxxxxxxx8985, Status: Individual, Executed by: Self, Date of Execution: 16/04/2025, Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	S B CONSTRUCTION Shop No-15, ITI College More, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Date of Incorporation:XX-XX-2XX0, PAN No.:: AExxxxxx1P,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Nam	e,Address,Photo,Finger	print and Signatur	'e			
1	Name	Photo	Finger Print	Signature		
Son of Date of 16/04 Self, I 16/04	Subrata Das f Mr Narayan Das of Execution - /2025, , Admitted by: Date of Admission: /2025, Place of sion of Execution: Office	P GR	Captured	Subsection Day		
		Apr 16 2025 12:38PM	LTI 16/04/2025	16/04/2025		
India, Birth:	PIN:- 741235, Sex: Male	e, By Caste: Hind : BKxxxxxx9F, Aa	u, Occupation: E dhaar No: 47xxx	alyani, District:-Nadia, West Bengal, Business, Citizen of: India, Date of xxxxxx9077 Status: Representative,		
2	Name	Photo	Finger Print	Signature		
Son of Date of 16/04 Self, I 16/04	Sujit Das f Mr Netai Das of Execution - /2025, , Admitted by: Date of Admission: /2025, Place of sion of Execution: Office		Captured	Sul oos		
	ridiniosion of Execution. Office	Apr 16 2025 12:38PM	LTI 16/04/2025	16/04/2025		
Male, Blxxx	Village:- Muratipur, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235, Sex Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No.:: BIxxxxxx7G, Aadhaar No: 88xxxxxxxxx3863 Status: Representative, Representative of: S B CONSTRUCTION (as Partners)					
3	Name	Photo	Finger Print	Signature		
Son o	Balaram Halder f Mr Jatin Halder of Execution - /2025, , Admitted by:	7		Balagam Halder		
16/04 Self, I 16/04	Date of Admission: /2025, Place of ssion of Execution: Office		Captured			

Village:- Dakshin Chandamari, P.O:- Chandamari, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741245, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2, PAN No.:: AMxxxxxx3P, Aadhaar No: 26xxxxxxxxx2387 Status: Representative, Representative of: S B CONSTRUCTION (as Partners)

4	Name	Photo	Finger Print	Signature
	Shri Samir Biswas Son of Mr Subhash Biswas Date of Execution - 16/04/2025, , Admitted by: Self, Date of Admission: 16/04/2025, Place of Admission of Execution: Office		Captured	Law Brand
		Apr 16 2025 12:39PM	LTI 16/04/2025	16/04/2025

Village:- South Chandamari, P.O:- Chandamari, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:-741245, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3, PAN No.:: AHxxxxxx8R, Aadhaar No: 33xxxxxxxxx3879 Status: Representative, Representative of: S B CONSTRUCTION (as Partners)

Identifier Details: Name Photo Finger Print Signature Mr Safiar Rahaman Son of Mr Jahan Boksha Tarafdar Kalyani Court, City:- Kalyani, P.O:Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Identifier Of Shri Kaushik Sen Gupta, Shri Subrata Das, Shri Sujit Das, Shri Balaram Halder, Shri Samir Biswas

16/04/2025

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Shri Kaushik Sen Gupta	S B CONSTRUCTION-13.2367 Dec

16/04/2025

16/04/2025

Endorsement For Deed Number : I - 130301700 / 2025

On 16-04-2025

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

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

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

Presented for registration at 12:33 hrs on 16-04-2025, at the Office of the A.D.S.R. KALYANI by Shri Kaushik Sen Gupta ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

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

Execution is admitted on 16/04/2025 by Shri Kaushik Sen Gupta, Son of Mr Sakti Pada Sen Gupta, B-10/233, Kalyani, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Service

Indetified by Mr Safiar Rahaman, , , Son of Mr Jahan Boksha Tarafdar, Kalyani Court, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Muslim, by profession Advocate

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

Execution is admitted on 16-04-2025 by Shri Subrata Das, Partners, S B CONSTRUCTION (Partnership Firm), Shop No-15, ITI College More, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Indetified by Mr Safiar Rahaman, , , Son of Mr Jahan Boksha Tarafdar, Kalyani Court, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Muslim, by profession Advocate

Execution is admitted on 16-04-2025 by Shri Sujit Das, Partners, S B CONSTRUCTION (Partnership Firm), Shop No-15, ITI College More, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Indetified by Mr Safiar Rahaman, , , Son of Mr Jahan Boksha Tarafdar, Kalyani Court, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Muslim, by profession Advocate

Execution is admitted on 16-04-2025 by Shri Balaram Halder, Partners, S B CONSTRUCTION (Partnership Firm), Shop No-15, ITI College More, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:-741235

Indetified by Mr Safiar Rahaman, , , Son of Mr Jahan Boksha Tarafdar, Kalyani Court, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Muslim, by profession Advocate

Execution is admitted on 16-04-2025 by Shri Samir Biswas, Partners, S B CONSTRUCTION (Partnership Firm), Shop No-15, ITI College More, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Indetified by Mr Safiar Rahaman, , , Son of Mr Jahan Boksha Tarafdar, Kalyani Court, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Muslim, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 65,007.00/- (B = Rs 65,000.00/- ,E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 65,007/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/04/2025 11:56AM with Govt. Ref. No: 192025260019937458 on 16-04-2025, Amount Rs: 65,007/-, Bank: SBI EPay (SBIePay), Ref. No. 3263161958923 on 16-04-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,001/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 1866, Amount: Rs.5,000.00/-, Date of Purchase: 11/04/2025, Vendor name: A Biswas

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/04/2025 11:56AM with Govt. Ref. No: 192025260019937458 on 16-04-2025, Amount Rs: 5,001/-, Bank: SBI EPay (SBIePay), Ref. No. 3263161958923 on 16-04-2025, Head of Account 0030-02-103-003-02

Abhijit Chatterjee
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KALYANI
Nadia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1303-2025, Page from 29998 to 30024 being No 130301700 for the year 2025.





Digitally signed by Abhijit chatterjee Date: 2025.04.21 14:21:02 +05:30 Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 21/04/2025 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. KALYANI West Bengal.