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District North 24

1 2 JUN 7023

DEVELOPMENT AGREEMENT
with DEVELOPMENT POWER OF ATTORNEY

This <u>INDENTURE</u> made on this 10th day of May, 2023 (Two Thousand and Twenty Three) of the Christian Era.

BETWEEN



Idelih ly

Suman MalayML Nitish chandra Majayar 65/1, west moderia, K01-700131

- SRI TAPAN KUMAR GHOSH, having PAN AUVPG1342A
 and Aadhaar 7891-9319-0116 and EPIC WB/20/134/531381,
- SRI SISIR GHOSH, having PAN DVIPG7507Q and Aadhaar 5995-3620-7007 and EPIC XYM 2062-636,
- SRI PRANAB GHOSH. having PAN AKNPG9144N and Aadhaar 6038-3494-1509 and EPIC CKD3009131.
- SRI SATYAJIT GHOSH, having PAN AHNPG4443R and Aadhaar 4191-1418-1736 and EPIC XVM2273381, all are sons of Late Sachindra Nath Ghosh,
- 5. SMT, SUSMITA SARKAR @ SUSMITA SARKAR GHOSH, having PAN BBBPG0064R and Aadhaar 6362-6618-6827 and EPIC CDK3729431, Wife of Late Biswajit Ghosh and Daughter-in-law of Late Sachindra Nath Ghosh, all are resident of 222, Kalibari 2nd Lane, P.O. & P.S. New Barrackpur, Kolkata 700131, District North 24 Parganas, all are by faith Hindu, by Nationality Indian, by occupation Business and Housewife, hereinafter jointly called and referred to as the "OWNERS/EXECUTANTS" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

AND

P.R. DEVELOPERS, having PAN ABAFP9498E, a Partnership Firm, having its office at 30, S.N. Banerjee Road, "P.O. & P.S. New Barrackpur, Kolkata - 700131, District - North 24 Parganas, represented by its Partners 1. SRI PRITWISH SARKAR, having PAN GKGPS3017H and EPIC DKN3420734, Son of Parimal Sarkar, 2. SRI RITWICK SARKAR, having PAN CDLPS9692A and EPIC DKN5314752, Son of Parimal Sarkar, both are residing at 78, Rafi Ahmed Kidwai Road,



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- Pranoub Gilesol.



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V Satyajit ahash



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- Swellon Sassam.





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P.O. Bangur, P.S. - DumDum, Kolkata - 700055, District - North 24 Parganas, both are by faith - Hindu, by occupation - Business, by Nationality - Indian, hereinafter referred and called as the "DEVELOPER/ATTORNEY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, executors, legal representatives and assigns) of the SECOND PART.

WHEREAS the predecessor mother of the Owner Nos. 1-8 herein namely Padmabati Ghosh [Wife of Late Sachindra Nath Ghosh], became the sole and absolute Owner of ALL THAT piece and parcel of Bastu land measuring an area of 05 (Five) Cottah, be the same a little more or less, comprising in R.S. Dag Nos. 273/274, under R.S. Khatian Nos. 244/19, lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas, by virtue of purchase from the New Barrackpur Co-Operative Homes Limited, represented by its Chairman Sunil Kumar Dutta, by virtue of a Sale Deed, duly registered on 16/09/1985 before the S.R.O. Barrackpore and recorded in Book No. I, Volume No. 101, Pages from 369 to 374, being No. 5462 for the year 1985 and absolutely seized and possessed the same free from all encumbrances.

AND WHEREAS after purchasing the aforesaid property, said Padmabati Ghosh, constructed Tin shed Structure thereon and thereafter she died intestate on 28/11/2008 leaving behind her seven sons i.e. the OWNER NOS. 1-4 herein, Gopal Chandra Ghosh, Gobinda Ghosh and Biswajit Ghosh (now deceased) and three daughters namely Kamala Dutta, Annapurna Mitra & Madhabi Mitra, as her only legal heirs and successors, who jointly inherited the same,



District Total

according to Hindu Succession Act in equal 1/10th share and jointly seized and possessed the same.

AND WHEREAS being in peaceful possession over his own inherited 1/10th share of land, said Biswajit Ghosh, died intestate on 13/01/2015 as issueless person, leaving behind his widow, i.e. the OWNER NO. 5 herein, as his only legal heirs and successors, who solely inherited the left share of her deceased husband, according to Hindu Succession Act and seized and possessed the same.

AND WHEREAS by virtue of aforesaid description, all the OWNERS herein alongwith Gopal Chandra Ghosh, Gobinda Ghosh, Kamala Dutta, Annapurna Mitra & Madhabi Mitra, became the joint absolute owners of the land measuring an area of 05 Cottah more or less alongwith structure erected thereon and jointly mutated their names in the present L.R. R.O.R. vide L.R. Khatian Nos. 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334 & 2335 under L.R. Dag No. 1258 as the nature of Bastu land and also in the records of New Barrackpore Municipality, under Ward No. 2, being Holding No. 222 and jointly seized and possessed the same.

AND WHEREAS being in peaceful possession over their own inherited 5/10th share of land, said Gopal Chandra Ghosh, Gobinda Ghosh, Kamala Dutta, Annapurna Mitra & Madhabi Mitra, jointly donated the same, i.e. the portion of land measuring an area of 02 Cottah 08 Chittack, more or less, alongwith portion of Tin Shed structure measuring 250 Sq.ft. more or less, out of 05 Cottah, comprising in L.R. Dag No. 1258, recorded under L.R. Khatian No. 2326, 2327, 2332, 2333 & 2334, lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, Ward No. 2, being Holding No. 222,



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North 2007 April Baracet

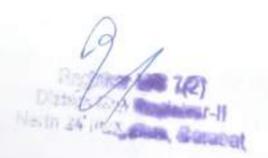
A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas, in favour of their four brothers namely Tapan Kumar Ghosh, Sisir Ghosh, Pranab Ghosh & Satyajit Ghosh [the OWNER NOS. 1-4 herein], by virtue of a Deed of Gift, duly registered on 10/05/2023 before the D.S.R.-II North 24 Parganas at Barasat and recorded in Book No. I, being No. 150203570 for the year 2023.

AND WHEREAS by virtue of aforesaid description, all the OWNERS herein, became the joint absolute owners of the Bastu land measuring an area of 05 (Five) Cottah, be the same a little more or less, alongwith Tin Shed structure erected thereon, comprising in L.R. Dag No. 1258, under L.R. Khatian Nos. 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334 & 2335, lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, Ward No. 2, being Holding No. 222, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas and since then they have been enjoying the said property free from all encumbrances, interferences and disturbances of any other person or persons whatsoever by paying the Govt. Revenue and Municipal taxes and other taxes as its joint absolute owners and occupiers from time to time.

AND WHEREAS with a view to develop their aforesaid and below mentioned First Schedule property, the Developer herein requested to the Owners herein for a Development Agreement to develop the aforesaid property and the Owners herein accepted the said offer of the developer and accordingly the Developer herein agreed to do the same and thereafter both the parties herein, entered into this agreement under certain terms and conditions mentioned hereunder.

NOW THIS INDENTURE WITNESSETH that it is hereby





(Page : 6)

agreed by and between the parties as follows:

ARTICLE "I" : DEFINITION

- 1.0.: OWNERS shall mean 1. SRI TAPAN KUMAR GHOSH,
 2. SRI SISIR GHOSH, 3. SRI PRANAB GHOSH, 4. SRI SATYAJIT
 GHOSH, 5. SMT. SUSMITA SARKAR @ SUSMITA SARKAR
 GHOSH, their heirs, successors, administrators, executors, legal representatives and assigns.
- DEVELOPER Shall mean P.R. DEVELOPERS, a Partnership Firm, its successors-in-office, administrators, executors, legal representatives and assigns.
- 1.1 : <u>THE SAID PLOT/PREMISES</u> : Shall mean and include the land measuring 05 Cottah under the New Barrackpur Municipality as described in the First Schedule hereunder written.
- 1.2. : <u>BUILDING</u> : shall mean and include building consisting several flats and floors etc. proposed to be constructed at Holding No. 222, Kalibari Road, under the jurisdiction of Ward No. 02 of the New Barrackpur Municipality.
- 1.3. : <u>UNIT</u> : shall mean the constructed area and/or spaces the building and/or constructed area capable of being occupied and enjoyed independently.
- 1.4. : <u>THE SUPER BUILT UP AREA</u> : shall mean the total Covered area to comprise in the unit as certified by the Architect plus the proportionate share of the common area (Stair, Lift & Lobby) and aggregate of the same.
- 1.5. : <u>THE PLAN</u> : would mean such plan prepared by the Architect for the construction of the buildings and as to be sanctioned by the authority of the New Barrackpur Municipality and/or by such other authority or authorities empowered to sanction any building plan in accordance with law and/or any modified and/or revised plan.





Major Information of the Deed

Deed No :	I-1502-04371/2023	-1502-04371/2023 Date of Registration 12/06/202		
Query No / Year	1502-2001145243/2023	Office where deed is registered		
Query Date 07/05/2023 11:43:10 PM		D.S.R II NORTH 24-PARGANAS, District: North 24-Parganas		
Applicant Name, Address & Other Details	Kuntal Singha Roy Barasat Court, Thana: Barasat, D 700124, Mobile No.: 629092920	histrict : North 24-Parganas, V 3, Status :Solicitor firm	EST BENGAL, PIN -	
Transaction	Land Manager and Manager	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 5,00,000/-]		
Set Forth value		Market Value		
		Rs. 37,35,000/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 7,071/- (Article:48(g))		Rs. 5,060/- (Article:E, E, E, B, M(b), H)		
Remarks Received Rs. 50/- (FIFTY only area)) from the applicant for issuin	g the assement slip.(Urba	

Land Details:

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Kalibari Road, Mouza:

Sch	and the second section is the second section in the least	Khatian Number	Land Proposed	Use	5, Pin Code : 70 Area of Land	SetForth	Market Value (In Rs.)	Other Details
	LR-1258 (RS:-)	LR-2326	Bastu	Bastu	8 Chatak		3,60,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L2	LR-1258 (RS:-)	LR-2327	Bastu	Bastu	8 Chatak		3,60,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
	LR-1258 (RS :-)	LR-2328/9	Bastu	Bastu	8 Chatak		3,60,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
	LR-1258 (RS :-)	LR-2329	Bastu	Bastu	8 Chatak		3,60,000/	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
	LR-1258	LR-1230	Bastu	Bastu	8 Chatak		3,60,000/	- Width of Approach Road: 14 Ft.,
L6	(RS:-) LR-1258 (RS:-)	LR-2831	Bastu	Bastu	8 Chatak		3,60,000/	 Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L7	LR-1258 (RS :-)	LR-2332	Bastu	Bastu	8 Chatak		3,60,000	- Width of Approach Road: 14 Ft., Adjacent to Metal Road,

	Gran	d Total:			8.25Dec	0 /-	36,00,000 /-	
_		FOTAL		_	8.25Dec	0 /-	36,00,000 /-	
L10	LR-1258 (RS:-)	LR-2335	Bastu	Bastu	8 Chatak		3,60,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L9	LR-1258 (RS :-)	LR-2334	Bastu	Bastu	8 Chatak		3,60,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L8	LR-1258 (RS :-)	LR-2333	Bastu	Bastu	8 Chatak			Width of Approach Road: 14 Ft., Adjacent to Metal Road,

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10	500 Sq Ft.	0/-	1,35,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

Total:	500 sq ft	0 /-	1,35,000 /-	

Land Lord Details:

SI	Name, Address, Photo, Finger print and Signature
No	
1	Mr Tapan Kumar Ghosh Son of Late Sachindra Nath Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:- Son of Late Sachindra Nath Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700
2	Mr Sisir Ghosh Son of Late Sachindra Nath Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:- Son of Late Sachindra Nath Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 S

Mr Pranab Ghosh Son of Late Sachindra Nath Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Business, Cilizen of: India, PAN No .:: AKxxxxxx4N, Aadhaar No: 60xxxxxxxx1509, Status :Individual, Executed by: Self, Date of Execution: 10/05/2023 , Admitted by: Self, Date of Admission: 10/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/05/2023 Admitted by: Self, Date of Admission: 10/05/2023 ,Place: Pvt. Residence Mr Satyajit Ghosh Son of Late Sachindra Nath Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxxx3R, Aadhaar No: 41xxxxxxxxx1736, Status :Individual, Executed by: Self, Date of Execution: 10/05/2023 . Admitted by: Self, Date of Admission: 10/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/05/2023 , Admitted by: Self, Date of Admission: 10/05/2023 ,Place: Pvt. Residence Mrs Susmita Sarkar, (Alias: Susmita Sarkar Ghosh) Wife of Late Biswajit Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BBxxxxxxx4R, Aadhaar No: 63xxxxxxxx6827, Status :Individual, Executed by: Self, Date of Execution: 10/05/2023 , Admitted by: Self, Date of Admission: 10/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/05/2023 , Admitted by: Self, Date of Admission: 10/05/2023 ,Place: Pvt. Residence

Developer Details:

Dev	Developer Details :					
SI	Name, Address, Photo, Finger print and Signature					
1	P. R. DEVELOPERS 30, SN Banerjee Road, City:-, P.O:- New Barrackpur, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131, PAN No.:: ABxxxxxx8E, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative					

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Shri PRITWISH SARKAR (Presentant) Son of Shri PARIMAL SARKAR 78 RAFI AHMED KIDWAI ROAD, City:-, P.O:- BANGUR AVENUE, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700131, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: GKxxxxxx7H, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: P. R. DEVELOPERS (as PARTNER)
2	Shri RITWICK SARKAR Son of Shri PARIMAL SARKAR 78 RAFI AHMED KIDWAI ROAD, City:-, P.O:- BANGUR AVENUE, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CDxxxxxx2A, Aadhaar No: 48xxxxxxxx8708 Status Representative, Representative of: P. R. DEVELOPERS (as PARTNER)

Identifier Details :	Photo	Finger Print	Signature
Name Bidyut Ghosh Son of Sanjoy Ghosh Barasat Court, City:-, P.O:- Barasat, P.S. Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124			

Identifier Of Shri PRITWISH SARKAR, Shri RITWICK SARKAR, Mr Tapan Kumar Ghosh, Mr Sisir Ghosh, Mr Pranab Ghosh, Mr Satyajit Ghosh, Mrs Susmita Sarkar

Fransf	fer of property for L1	A al
SI.No	From	To. with area (Name-Area)
	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS-0.165 Dec
	Mr Sisir Ghosh	P. R. DEVELOPERS-0.165 Dec
3	Mr Pranab Ghosh	P, R. DEVELOPERS-0.165 Dec
4	Mr Satyajit Ghosh	P. R. DEVELOPERS-0,165 Dec
5	Mrs Susmita Sarkar	P. R. DEVELOPERS-0.165 Dec
	fer of property for L10	
	From	To, with area (Name-Area)
1	Mrs Susmita Sarkar	P. R. DEVELOPERS-0.825 Dec
	sfer of property for L2	
	From	To. with area (Name-Area)
1	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS-0.165 Dec
2	Mr Sisir Ghosh	P. R. DEVELOPERS-0.165 Dec
3	Mr Pranab Ghosh	P. R. DEVELOPERS-0.165 Dec
4	Mr Satyajit Ghosh	P. R. DEVELOPERS-0.165 Dec
5	Mrs Susmita Sarkar	P. R. DEVELOPERS-0.165 Dec
	sfer of property for L3	
	From	To. with area (Name-Area)
Since	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS-0.825 Dec
Tran	sfer of property for L4	
	From	To. with area (Name-Area)
SI.NO	Mr Sisir Ghosh	P. R. DEVELOPERS-0.825 Dec
1		
	sfer of property for L5	To. with area (Name-Area)
	o From	P. R. DEVELOPERS-0 825 Dec
1	Mr Pranab Ghosh	F. N. DETERM
	sfer of property for L6	To. with area (Name-Area)
SI.No	o From	P. R. DEVELOPERS-0.825 Dec
1	Mr Satyajit Ghosh	P. R. DEVELOI E. S. V.
	sfer of property for L7	To. with area (Name-Area)
SI.N	o From	
1	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS-U. 100 Day
2	Mr Sisir Ghosh	P. R. DEVELOPERS 0.165 Dec
3	Mr Pranab Ghosh	P. R. DEVELOPERS 0.165 Dec
4	Mr Satyajit Ghosh	P. R. DEVELOPERS 0.165 Dec
5	Mrs Susmita Sarkar	P. R. DEVELOPERS-0.165 Dec

Transf	er of property for L8	
SLNo	From	To. with area (Name-Area)
1	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS-0.165 Dec
2	Mr Sisir Ghosh	P. R. DEVELOPERS-0.165 Dec
3	Mr Pranab Ghosh	P. R. DEVELOPERS-0.165 Dec
4	Mr Satyajit Ghosh	P. R. DEVELOPERS-0.165 Dec
5	Mrs Susmita Sarkar	P. R. DEVELOPERS-0.165 Dec
	fer of property for L9	
The second second	From	To. with area (Name-Area)
1	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS 0.165 Dec
2	Mr Sisir Ghosh	P. R. DEVELOPERS-0.165 Dec
3	Mr Pranab Ghosh	P. R. DEVELOPERS-0.165 Dec
4	Mr Satyajit Ghosh	P. R. DEVELOPERS-0.165 Dec
5	Mrs Susmita Sarkar	P. R. DEVELOPERS-0.165 Dec
	fer of property for S1	
STREET, STREET	From	To. with area (Name-Area)
1	Mr Tapan Kumar Ghosh	P. R. DEVELOPERS-100.00000000 Sq Ft
2	Mr Sisir Ghosh	P. R. DEVELOPERS-100.00000000 Sq Ft
3	Mr Pranab Ghosh	P. R. DEVELOPERS-100.00000000 Sq Ft
4	Mr Satyajit Ghosh	P. R. DEVELOPERS-100.00000000 Sq Ft
5	Mrs Susmita Sarkar	P. R. DEVELOPERS-100.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Kalibari Road, Mouza: Aharampur, , Ward No: 2, Holding No:222 Jl No: 35, Pin Code ; 700131

Sch	Plot & Khatian	Details Of Land	Owner name in English as selected by Applicant
No L1	LR Plot No:- 1258, LR Khatian		Seller is not the recorded Owner as per Applicant.
	No:- 2326		Seller is not the recorded Owner as
L2	LR Plot No:- 1258, LR Khatian No:- 2327		per Applicant. Seller is not the recorded Owner as
L3	LR Plot No:- 1258, LR Khatian		per Applicant.
L4	No:- 2328/9 LR Plot No:- 1258, LR Khatian		Seller is not the recorded Owner as per Applicant.
	No:- 2329		Seller is not the recorded Owner as
L5	LR Plot No:- 1258, LR Khatian No:- 1230		per Applicant. Seller is not the recorded Owner as
L6	LR Plot No:- 1258, LR Khatian		per Applicant.
	No:- 2831	Owner:কমলা দত, Gurdian:শচীন্দ্ৰ নাখ	Seller is not the recorded Owner as
L7	LR Plot No:- 1258, LR Khatian No:- 2332	ঘোষ, Address:নিজ , Classification:বাত, Area:0.01000000 Acre,	per Applicant.

L8	LR Plot No:- 1258, LR Khatian No:- 2333	Owner:অল্লপূৰ্ণা মিত্ৰ, Gurdian:শচীন্দ্ৰ লাখ ঘোষ, Address:নিজ Classification:বাস্ত্ৰ, Area:0.01000000 Acre,	Seller is not the recorded Owner as per Applicant.
L9	LR Plot No:- 1258, LR Khatian No:- 2334	Owner;মাধবী মিত্র , Gurdian:শচীন্তলাথ ঘোষ, Address:নিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Seller is not the recorded Owner as per Applicant.
L10	LR Plot No:- 1258, LR Khatian No:- 2335	Owner:দুশ্মিতা দরকার ঘোষ, Gurdian:বিশ্বজিৎ ঘোষ, Address:দিজ , Classification:বাস্ত,	Mrs Susmita Sarkar

Endorsement For Deed Number : I - 150204371 / 2023

On 10-05-2023

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

Presented for registration at 17:50 hrs on 10-05-2023, at the Private residence by Shri PRITWISH SARKAR ...

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 37.35.000/-

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

Execution is admitted on 10/05/2023 by 1. Mr Tapan Kumar Ghosh, Son of Late Sachindra Nath Ghosh, 222, Kalibari 2nd Lane, P.O: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business, 2. Mr Sisir Ghosh, Son of Late Sachindra Nath Ghosh, 222, Kalibari 2nd Lane, P.O. New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business, 3. Mr Pranab Ghosh, Son of Late Sachindra Nath Ghosh, 222, Kalibari 2nd Lane, P.O. New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business, 4. Mr Satyajit Ghosh, Son of Late Sachindra Nath Ghosh, 222, Kalibari 2nd Lane, P.O. New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business, 5. Mrs Susmita Sarkar, Alias Susmita Sarkar Ghosh, Wife of Late Biswajit Ghosh, 222, Kalibari 2nd Lane, P.O. New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession

Indetified by Bidyut Ghosh, , , Son of Sanjoy Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 10-05-2023 by Shri PRITWISH SARKAR, PARTNER, P. R. DEVELOPERS (Partnership Firm), 30, SN Banerjee Road, City:-, P.O:- New Barrackpur, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Indetified by Bidyut Ghosh, , , Son of Sanjoy Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 10-05-2023 by Shri RITWICK SARKAR, PARTNER, P. R. DEVELOPERS (Partnership Firm), 30, SN Banerjee Road, City:-, P.O:- New Barrackpur, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Indetified by Bidyut Ghosh, , , Son of Sanjoy Ghosh, Barasat Court, P.O. Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Rita Lepcha DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS

North 24-Parganas, West Bengal

On 11-05-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,060.00/- (B = Rs 5,000.00/- ,E = Rs 28.00/-H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 5,028/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/05/2023 10:22PM with Govt. Ref. No: 192023240045917061 on 09-05-2023, Amount Rs: 5,028/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB10052023585956 on 09-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/05/2023 10:22PM with Govt. Ref. No: 192023240045917061 on 09-05-2023, Amount Rs: 6,071/-, Bank; Indian Bank (IDIB000C001), Ref. No. IB10052023585956 on 09-05-2023, Head of Account 0030-02-103-003-02

Rita Lepcha DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS

North 24-Parganas, West Bengal

On 12-06-2023

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.

Certified that required Registration Fees payable for this document is Rs 5,060.00/- (B = Rs 5,000.00/- ,E = Rs 28.00/-Payment of Fees H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 1,000.00/-

Stamp: Type: Impressed, Serial no 1297, Amount: Rs.1,000.00/-, Date of Purchase: 08/06/2023, Vendor name:

Rita Lepcha DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2023, Page from 121569 to 121618
being No 150204371 for the year 2023.



Digitally signed by RITA LEPCHA Date: 2023.06.16 13:18:48 +05:30 Reason: Digital Signing of Deed.

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(Rita Lepcha) 2023/06/16 01:18:48 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

- 1.6.: COMMON FACILITIES AND AMENITIES: shall mean and include corridors, stair cases, passages, ways, Lift, common toilet, pump room, underground water reservoir, over head water tank, water pump and motor, ultimate floor of the said building and other facilities which may be mutually agreed upon between the parties and as required for the purpose of establishment location, enjoyment, provision. maintenance and/or management of the said building.
- 1.7.: TRANSFER: shall mean, as required under The Indian Registration Act, 1908, as well as described under Transfer of Property Act 1882, for Transfer of flats, shops etc. with undivided undemarcated proportionate share of the land.
- 1.8.: <u>TRANSFEREE/BUYERS</u>: shall mean the purchaser of any portion of the commercial, and/or residential unit of the budding as to be constructed according to the sanctioned Plan of the New Barrackpur Municipality.

ARTICLE "II": DATE OF COMMENCEMENT

2.1. : This agreement shall have the effect on and from the day of execution of this presence.

ARTICLE "III" : OWNER'S REPRESENTATION

3.1.: The Owners herein jointly seized and possessed of or otherwise, and sufficiently entitled to <u>ALL THAT</u> piece and parcel of Bastu land measuring an area of **05** (Five) Cottahs, be the same a little more or less, alongwith Tin Shed structure erected thereon, comprising in L.R. Dag No. 1258, under L.R. Khatian Nos. 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334 & 2335, lying and situated at <u>MOUZA - AHARAMPUR</u>, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. - Khardah then Ghola now New Barrackpur, A.D.S.R.O. - Barrackpore at present Sodepur, within the local limits of New



Barrackpur Municipality, Ward No. 02, being Holding No. 222, Kalibari Road, Kolkata 700131, District - North 24 Parganas.

- 3.2.: That the said land is free from all encumbrances charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever, and the land Owners have a clear and marketable title in respect of the said land morefully and particularly described in the First Schedule hereunder written.
- 3.3. : That the land Owners herein hereby authorize and allow the Developer to demolish the existing structure/building standing over the land property at the costs and all arrangement of Developer who is also entitled to take away all the broken material/debris and to proceed with the authorised construction work accordingly over the below First Schedule property.

ARTICLE "IV": DEVELOPER'S REPRESENTATION

- 4.1. : The developer hereununder take charge/responsibility to carry out the work of development of the said premises and for construction of the building consisting of several self contained flats and other units/constructions thereupon in accordance with the plan sanctioned by the New Barrackpur Municipality and/or by the competent authority or authorities to sanction the plan and/or on the basis of the modified plan and/or revised plan thereof.
- 4.2.: That the building plan or any documents in relation with thereto as may be required for construction of the proposed building shall be prepared and supplied by the Developer at the cost of the Developer provided that all other additions, alterations and modifications in the plan and/or assign, documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the developer on behalf of the land Owners at the Developer own cost



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and expenses.

- 4.3. : The land Owners have handed over all the Original copy of the deeds, porchas, municipal tax receipt, Dakhila, relating to the said property of the Developer. The Developer shall complete the investigation of the market viability of the schedule plot of land.
- 4.4. : The land Owners herein grants to the Developer a Registered Development Power of Attorney by this indenture, to do all acts, deeds and things as required for the purpose of promotion as well as commercial exploitation of the schedule plot of land and also for the purpose of execution of the agreement with the intending purchasers in respect of the developer's allocation and collection of money from those purchasers.
- 4.5. : That within 36 (Thirty Six) months from the date of starting construction of the proposed mult-storied building, the project shall be completed by the Developer. which shall be extended for further 06 (Six) months for any dispute. That the Developer at its own costs and expenses shall complete the proposed project upon the plot of land measuring 05 (Five) Cottah, more fully and particularly described in the First Schedule hereunder written.
- 4.6. The land Owners and the Developer shall be exclusively entitled to have their respective share of allocation in the residential cum commercial building with exclusive right to transfer or otherwise deal with or dispose off the same without any right, claim and interest therein whatsoever of the others and the land Owners shall not in anyway interfere with-or disturb to the quiet and peaceful possession of the Developer allocation.
- 4.7. : That in so far as necessary all dealings by the Developer in respect of the commercial cum residential building including agreement for sale or Transfer concerning on Developer allocation



Register 145 7(2)

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shall be in the name of the developer.

4.8. That the Developer shall at its own costs and expenses complete the commercial cum residential buildings and other constructions upon the said land in accordance with the sanctioned plan as well as revised plan and confirming to such specifications as are mentioned in the schedule hereunder written, which is may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer. Provided always that the developer shall remain and/ or shall be held responsible for any deviation of Building Plan during construction and in that case, the Developer must clear up all litigations at their own risk without prejudice any right and interest of the land Owners.

ARTICLE "V": DEVELOPER AUTHORITY

- 5.1.: The land Owners hereby appoint the developer as the builder and/or promoter for the purpose of the development of the said premises and/or construction of the residential cum commercial building as per the scheme of the development as herein agreed. The land Owners hereby also confirms this appointment and the Developer also accept the same.
- 5.2. : The land Owners doth hereby entrust the work of development of the said premises on the terms and conditions contained in this agreement.
- 5.3. : The Developer shall carry out the work of development in respect of the said premises :
 - a) By constructing a commercial cum residential building or



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other structures in or upon the said premises at its own costs and expenses as per sanctioned plan.

b) By allotting the Owners allocation as well as possession to the Owners in time with good and habitable condition.

ARTICLE "VI": OWNER'S ALLOCATION & CONSIDERATION

6.1. : In consideration of the Owners permission and/or allowing the Developer herein to develop the said premises and construct Building thereon in the manner and in terms of conditions of this agreement and according to the Plan to be sanctioned by the New Barrackpur Municipality and further allowing and empowering the Developer to enter into agreement for sale and receive earnest money and full consideration moneys from the intending buyers and upon receiving full consideration to sell and transfer the flats of the said proposed Building to be constructed over the below First Schedule property togetherwith proportionate share of land to the intending purchasers.

The Owners herein shall entitled to get 05 (five) numbers of complete residential Flats each of them measuring Carpet area of 500 Sq.ft. more or less out of the proposed building.

It is to be mentioned herein that, the aforesaid area of the Owner's allocated Flats shall be increased and/or decreased at the time of final measurement and if increase, the said Owner shall pay @ Rs. 2,500/- per Sq.ft. over Super built-up area in favour of the developer herein and if decrease, the Developer shall pay @ Rs. 1,250/



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per Sq.ft. over Carpet area in favour of the said Owner herein. That
after successful payment for the increase/decrease, the Developer
herein shall handover the peaceful possession of Owner's allocated
Flat/s as mentioned hereinabove.

Moreover, the <u>OWNERS</u> herein also entitled to get a sum of Rs. 5,00,000/- (Rupees Five Lakh) only on the date of execution of this agreement, as **Non-Refundable amount** from the Developer herein.

That it is agreed between the parties herein that, if the specification of construction as stated in the agreement herein, beyond that if any extra construction of facilities be claimed or required by the owners, the developer will bound to construct the same by arrange such facilities as claimed by the owners and the Owners will liable to pay the extra charges [acording to the then market value and/or previously written value] for extra construction or facilities to be constructed by the developer. The Developer will demolish the existing structure and will get the sales proceeds of the materials.

It is also agreed between the parties herein that, only the land Owner Nos. 1, 2 & 4 herein namely Tapan Kumar Ghosh, Sisir Ghosh & Satyajit Ghosh, shall entitled to get temporary accommodation charges from the Developer herein @ Rs. 5,000/- each per month until the date of handover their allocated Flats in the proposed building, w.e.f. the date of handover the existing structure, presently standing over the below mentioned First Schedule property.



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ARTICLE VII: DEVELOPER'S ALLOCATION

- 7.1. : In consideration of the development work and/or contribution to the proposed building at the cost and expenses of Developer, the Developer shall get and be entitled to have all and entire area of the proposed building, except the Owner's allocations, as mentioned in the Clause VI as Owner's allocation.
- 7.2. : The Developer shall be entitled to hold, occupy and possess and enjoy the entire built up area of the said building and be further entitled to deal with and/or dispose off the same in any manner whatsoever and to appropriate the entire amount of the sale proceeds and/or consideration and/or rental arising therefrom without any objection or obstruction by or on behalf of the Owners and/or any other person or party on its behalf or otherwise whatsoever.
- 7.3 : The roof of the said MULTI storied building will be used by the Developer and the right, title and interest of the roof of the said building will always remain in the possession of the Developer.

ARTICLE VIII : PERIOD OF COMPLETION

- 8.1. : That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder
- a) That the Developer shall complete the said project within
 36 (Thirty Six) months from the date of starting construction of the



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proposed mult-storied building, at its own costs and expenses, which shall be extended for further 06 (Six) months for any dispute.

b) That after completion of the proposed building and after completion of all extra payment by the Land Owners (if any), the Developer herein shall handover the Owner's allocated portions in complete and habitable condition, in favour of the Owners herein by issuing Possession Certificate/s and the said Possesion Certificate/ s shall be treated as the full and final Owner's Allocation and the Owners herein agreed with the same.

ARTICLE IX : DEVELOPER'S OBLIGATION

- 9.1. It is agreed and made clear that the Owners herein shall not in any manner be liable and/or responsible for the costs charges and expenses for the development of the said premises and/or construction of the proposed commercial cum residential building and in this respect the Developer hereby agrees to keep the Owners absolutely indemnified and harmless.
- 9.2. The Developer herein shall keep the Owners absolutely indemnified and harmless against all actions, claims and demands which may arise due to any deviation and/or violation of the West Bengal Municipal Act and Rules, The Contract Labour Abolition and Regulation Act, Workmen Compensation Act, 1923 and rules thereof and the West Bengal Building (Regulation of Promotion of construction and transfer of Promoters) Act. 1993, and provisions of the W.B. Sales Tax or Income Tax for the income to be accrued from this venture or any other act or rules that may be applicable.
- 9.3. The Developer herein shall solely be responsible or liable for the payment of salaries, wages, charges, remuneration of all mistris masons, supervisors, architects, contractors, engineers, chowkudars, darwan and other employees and staffs as may be



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retained appointed and/or employed by the Developer and in this regard, the Owners shall not in any manner be held responsible. But after handover the peaceful possession of Owner's Allocated Flats, the Developer herein shall not liable for the entire project in future.

- 9.4. The Developer shall also be liable to indemnify the land Owners for the amount as may be incurred due to the Developer unfinished work and/or relating to the Developer allocation in the proposed residential cum commercial building and the developer shall be liable for all or any deviation from the sanctioned plan and if any fine and penalty be levied by any authority, the same to be paid solely by the Developer.
- 9.5 The developer will be entitled to do such acts for amalgamate the aforesaid property with any adjacent property at its own cost and expenses for construction a Big Project according to law and the Land Owners herein co-operate with the Developer in this regard.

ARTICLE X : OWNER'S OBLIGATIONS & COVENANTS

- 10.1. The Owners shall render their best co-operation and assistance to the Developer in the matter of development of the said plot by construction of the proposed building as may be from time to time necessary or required.
- 10.2. The Owners herein shall sign, execute and deliver all application, letters and papers and documents as may be necessary or required for obtaining electricity, water, drainage, swerage and other essential and civic services, in or upon the said building or portion thereof in the name of the Owners or other person or persons.
- 10.3. The Owners shall not in any manner object or obstruct the carrying out of the development if and when the Developer shall construct the said commercial cum residential building and to do any act, deed, matter or development of the said premises and/or



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construction of the proposed building by the developer and selling/ transferring of flats/units by the Developer to the intending purchaser/ purchasers from the Developers' Allocation.

10.4. Neither the Owners nor the Developer herein shall in any manner encumber, mortgage, charge or otherwise deal with or dispose off the said plot and/or the said land of any portion thereof pending this agreement and/or development work.

10.5 The Owners herein handover their Original Title Deeds, Municipal Tax Receipt and other relating documents in regard to their title over the below schedule property, in favour of the developer herein, on or before the execution of this agreement.

10.6 That for any co-sharer/relative of the Land Owners herein and/or any person, the proposed development works shall stop and/or cancelled, on that event the Developer herein shall not bound to maintain the time limit of completion of the project and/or compensate or not to bear rent of the Land Owners herein in any manner whatsoever.

10.7. That on and from such date of taking peaceful possession of Owner's Allocated Flat/s, the said allocated Owners herein shall be liable to responsible to pay the maintainance charges, municipal taxes and other outgoings and impositions whatsoever.

10.8. That if any of the allocated Flat Owner out of the aforesaid land Owners herein, shall make structutal change inspite of sanctioned building plan on his/her Flat, on that event the Developer herein shall not liable for the same and/or shall not refund any amount in favour of the said Land Owner.

10.9 The Owners hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by them and to this



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effect the Owners do and each of them doth hereby indemnify and agree to keep indemnified the Developer herein.

ARTICLE XI: RATES AND TAXES

- 11.1. The developer to pay all municipal Taxes, electric and telephone bills from the date of handing over possession of the said premises to the developer and all other rates and taxes as may be payable by the developer relating to its allocated portion of the demise premises and in the event of failure by the Developer to pay the same, the Owners shall be entitled to recover taxes as may be paid by the Owners on account of the allocated area of the Developer.
- 11.2. The Developer and the transferee of the flats and other space in the building shall bear and pay the proportionate amount of the Municipal taxes and other taxes and rates whatsoever on the basis of the areas of the flat and other spaces of the building as may require by him /them respectively.
- 11.3. The Developer or the transferees of flat and other spaces of the said premises shall bear and pay the proportionate amount of cost of maintenance service charges on account of proper maintenance of common areas and essential service.

ARTICLE XIII : DOCUMENTATION

- 12.1 All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the transferee of flats/shops/office and other spaces of the proposed commercial cum residential building and such fees, costs and expenses shall have to be related to the Developer allocation /share, not in any way relating to the Owners allocated area.
 - 12.2. That all the deeds of transfer shall contain all the restrictions and covenants as required for the purpose of protection



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of the best interest of the same and all deeds, and agreements shall be drawn by the Developer or its advocate.

12.3 Both the parties herein will do all further acts, deeds and things as may be necessary to give complete and meaningful affect to this agreement.

ARTICLE - XIV FORCE MAJURE

- The DEVELOPER shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeuro and shall be suspended from the obligations during the duration of the force majure.
- Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, Covid and/or any other or further commotion beyond the reasonable control of the DEVELOPER, i.e. Act of God.

ARTICLE - XV ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching this presents or determination of any liability of any of the parties under this agreement and/or related but not described in this agreement, the same shall be referred to the Sole Arbitrator Bhaskar Ray and the same be deemed to be referred within the meaning of Arbitration & Concilliation Act. 1996 or any statutory modification there under in force.

DEVELOPMENT POWER OF ATTORNEY

THAT in continuation and also according to the terms of this Development Agreement, we, 1. SRI TAPAN KUMAR GHOSH, having PAN AUVPG1342A and Aadhaar 7891-9319-0116 and EPIC



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WB/20/134/531381, 2. SRI SISIR GHOSH, having PAN DVIPG7507O and Aadhaar 5995-3620-7007 and EPIC XYM2062636 ... 3. SRI PRANAB GHOSH, having PAN AKNPG9144N and Aadhaar 6038-3494-1509 and EPIC CKD3009131, 4. SRI SATYAJIT GHOSH, having PAN AHNPG4443R and Aadhaar 4191-1418-1736 and EPIC XVM2273381, all are sons of Late Sachindra Nath Ghosh, 5. SMT. SUSMITA SARKAR @ SUSMITA SARKAR GHOSH, having PAN BBBPG0064R and Aadhaar 6362-6618-6827 and EPIC CDK3729431, Wife of Late Biswajit Ghosh and Daughter-in-law of Late Sachindra Nath Ghosh,, all are resident of 222, Kalibari 2nd Lane, P.O. & P.S. New Barrackpur, Kolkata - 700131, District - North 24 Parganas, all are by faith - Hindu, by Nationality - Indian, by occupation - Business and Housewife, being the Land Owners/Executants herein, do hereby appoint nominate and constitute P.R. DEVELOPERS, having PAN AAVFP1018K, a Partnership Firm, having its office at 30, S.N. Banerjee Road, P.O. & P.S. - New Barrackpur, Kolkata - 700131, District - North 24 Parganas, represented by its Partners 1. SRI PRITWISH SARKAR, having PAN GKGPS3017H and EPIC DKN3420734, Son of Parimal Sarkar, 2. SRI RITWICK SARKAR, having PAN CDLPS9692A and EPIC DKN5314752, Son of Parimal Sarkar, both are residing at 78, Rafi Ahmed Kidwai Road, P.O. Bangur, P.S. -DumDum, Kolkata - 700055, District - North 24 Parganas, both are by faith - Hindu, by occupation - Business, by Nationality - Indian, as our true and lawful Attorney for us on our behalf to do, execute and perform all or any of the following acts, deeds, matter and things which as are follows :-

 To enter into, hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof.



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- To sign, execute and submission plan, documents, statements, undertaking, declaration as may be required for having the plan sanctioned, modified and/or altered by the local Municipal Authority or any other authorities.
- 3. To appear and represent us jointly and/or severally before the necessary authorities including the local Municipality, B.L. & L.R.O., CMDA, Fire Brigade, W.B. Police, the Competent Authority under the Urban Land (Ceiling and Regulation) Act., 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of sanction plans before any other authorities.
- 4. To pay fees obtained such other order or permission from the necessary authorities and to engage Engineers, Architects, Expert and other Agents, Contractors, Sub-Contractors for the aforesaid purpose as our said Attorney shall think fit and proper.
- To receive the excess amount or lees if any paid for the purpose sanction, modification and/or alteration of the Development Plans to any authority or authorities.
- 6. To deal with, if any lawful occupant lawfully or otherwise stay in at different portion of the said premises in any manner as the said attorneys may deem fit and proper for getting the said premises vacated from them and for that purpose to sign, execute and enter in to all sorts of agreement and to do all other acts, deeds or things as may be necessary therefore.
- 7. To Develop the said premises by making construction of building thereon as per the sanction plan winch was already approved by the local Municipality or any other authority.
 - 8. To apply for and obtain electricity, gas, water connection,



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swerage, drainage and other connections of any other utilizes to the said premises and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

- To utilize or shift or have connected the existing electricity connection, if any, in the proposed premises in such manner as the said Attorneys may think fit and proper.
- 10. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises including the rents and/or license fees from the occupants thereof.
- 11. To appear and represent us jointly and/or severally before all authorities including those under the local Municipality for fixation and/or finalization of the annual valuation of the said premises and for that purpose to sign, execute and submit necessary papers and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
- 12. To enter into any agreements for Sale of Flats/other units of the proposed mult-storied building, as per Development Agreement with the intending Purchaser and to receive the earnest money and full amount of consideration from the intending Purchaser jointly and/or severally. The said Attorney also empowered or authorized to dispose to or sell out jointly and/or severally the entire Flats and other units of the Developer's Allocation in the proposed mult-storied building and to receive the total consideration from them and in that case no permission is required from the Owners and the Owners have or shall have no objection for the same.



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- 13. To apply for mutation and to record the name of the respective Flat Owners of the said premises and for that purpose to sign and execute all papers and documents as may be necessary from time to time.
- 14. To file and submit the declarations, statements, applications and/or returns to the competent authority or any other authority or authorities in connection with the matters wherein contained.
- 15. To commence, procure, enforce, answer or oppose all actions and oilier legal proceedings and demands, touching any of the matters concerning the said premises or any part thereof including relating to acquisition and/or in respect of the said premises in which the said estate is now or may hereafter be interested or concerned and if think fit to compromise, settle, referred to arbitration in any such action or proceedings as aforesaid before any Ld. Court Civil, Criminal or Revenue.
- 16. To affix signboard or install any hoardings on the Schedule Plot of land in the name of Developer.
- 17. To advertise in the Newspaper or through any other for procuring purchaser for selling the Flats and other units, in the proposed building.
- 18. To file and defend suits, cases, appeals and whatsoever nature for and on our behalf or to be instituted preferred by or against our by any person or persons in respect of the said proposed premises and also to present and prosecute wrote application in respect thereof.
- 19. To compromise suits, appeals or other legal proceedings in any Court, Tribunal or another authority whatsoever and to sign and verify applications thereof.



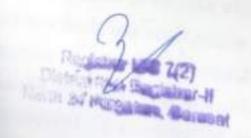


- 20. To sign, declare and/or affirm any plaint, written statements, petition affidavit, verification, Vokalatnama, warrant or memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.
- 21. To deposit and withdraw fees, documents and moneys in and from the Court or Courts and/other person or persons or authority and give valid receipt and discharge there for.
- 22. To enter into agreement for Sale, jointly and/or severally as per Development Agreement and/or to receive advance/earnest money or total consideration in respect of the Flats and other units and the proportionate share of the land or in any portion thereof for transferring and conveying the proportionate right, title, interest out of the under mentioned schedule of land and to handover the copies of the relevant documents in regard to our title of the land to such intending purchaser or purchasers as the case may be.

It is further noted that in such case the advance receivable by our Attorney jointly and/or severally will not be claimed or demanded by us and at the same time we shall not be liable for any transaction. But the said Attorney jointly and/or severally absolutely entitled and empowered to dispose off the said Flats/other units, mentioned in the Development Agreement at its own disecretions without taking any permission from us.

- 23. For all or any of the purpose stated hereinbefore to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents and the said Attorney can act as he will deemed fit and proper.
- 24. To present any agreement for Sale, sale deed or deeds of conveyances before the concerned Additional District Sub-Registrar





or District Sub-Registrar or Registrar of Assurances, Kolkata for getting such deeds registered in our name and on our behalf in respect of Units of Developer's Allocation only and on that event the attorney jointly and/or severally on our behalf shall execute and register the same.

And we do hereby ratify and confirm and agree or undertake to ratify and confirm all acts, deeds, matters and things whatsoever our said Attorney shall lawfully do or cause to be done or perform under or by virtue of these presents including in such confirmation and other works will be completed or the whole deal/transaction as per the said Development Agreement notwithstanding no expenses power is given herein.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land measuring an area of 05 (Five) Cottahs, be the same a little more or less, alongwith 500 Sq.ft. Tin Shed structure erected thereon, comprising in L.R. Dag No. 1258, under L.R. Khatian Nos. 2326 (08 Chittack), 2327 (08 Chittack), 2328 (08 Chittack), 2329 (08 Chittack), 2330 (08 Chittack), 2331 (08 Chittack), 2332 (08 Chittack), 2333 (08 Chittack), 2334 (08 Chittack) & 2335 (08 Chittack) [recorded in the name of Gopal Chandra Ghosh, Gobinda Ghosh, the OWNER NOS. 1-4 herein, Kamala Dutta, Annapurna Mitra, Madhabi Mitra & the OWNER NO. 5 herein respectively], lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. - Khardah then Ghola now New Barrackpur, A.D.S.R.O. - Barrackpore at present Sodepur, within the local limits of New Barrackpur Municipality, Ward No. 02, being Holding No. 222, Kalibari Road, Kolkata 700131, District - North 24 Parganas TOGETHER WITH all types of easement rights, which is



North 24 Page 1

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(Page: 25)

butted and bounded by :

ON THE NORTH : 14' wide Municipal Road.

ON THE SOUTH : Land of Santi Ranjan Dey

ON THE EAST : Others land.

ON THE WEST : 6'-0" wide Common Passage

THE SECOND SCHEDULE ABOVE REFERRED TO SPECIFICATION

R.C.C: R.C.C. framed structure with columns, beams.

BRICK WORK: First & 2nd class brick as available in the market.

FLOORING: Tiles flooring with 4" skirting.

WALLS: All outer walls shall be 5" together with cement plastering and Paints and the inner walls shall be finished with cement plastering and Putty.

DOOR: All Doors will be Commercial flash doors./wooden

WINDOWS: Alluminium Sliding/glass panel and M.S. Grill.

KITCHEN: Tiles floor, Steel Sink, Slab for placement of gas with Black stone and glazed tiles will be fitted upto 2.5 feet height over the said Slab.

TOILET: Indian type/Commode with Tiles flooring with upto 5'-0" height glazed tiles at wall.

BALCONY: Covered with half grill.

PLUMBING: Concealed with adequate point.

ELECTRIC: Concealed with adequate requisite points (for 1 BHK 22 points, for 2BHK 30 points and for 3 BHK 34 points) except A/C, Geyser, Chimney, Water Purifier, Washing Machine, Computer



1(2)

point. All the allocated Flat owners out of the aforesaid Land Owners herein shall have to pay a sum of Rs. 60,000/- only to the Developer herein, as the proportionate cost of Transformer & Main electric connection on or before the date of handover own alocated Flat/s.

STAIR-LANDING: Developer's Choice.

LIFT: Developer's Choice.

Except the aforesaid specification, the Owners herein shall have to pay to the Developer herein for any extra works before starting the said works.

THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON AREAS)

 The entire land or space lying vacant for municipal propose exepting the sold out portion by the Owners lying within the said premises.

The foundation columns, girders, beams, supports, main walls, main gate of the premises and the landing to the building and staircase.

4. The installation for common services such as the drainage system In the premises, water supply, arrangements in the premises and electrical connection and other amenities of the said premises.

5. Reservoir on the roof of the top floor of the building Submercible pump, pipes ducts and all apparatus and installations the premises for the common use with the premises, to be installed by the developer of its own costs and expenses if the concerned authority grants necssary permission to installed the said deep tubewell.

Septic tank, soak pits and the sewerage lines thereto connected.

7. All other areas, facilities and amenities in the prem ses which are intended for common use.



Register 198 7(2)
District North and Photograph Securent

(Page : 27)

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

WITNESSES :-

- 1. Suman Malayer GI/1, west Kadale'a NEW BORRACKPORE No1- 200 131
- 1. Tapan kumor Glash 2. Sisin Ghosh
- Bidgat ahosk Bonasat court law crozeus bol- 124

- Bonont , 15 idham Peak 1621-124

SIGNATURE OF THE OWNERS/ **EXECUTANTS**





(Page: 28)

MEMO OF CONSIDERATION

RECEIVED from the Developer herein a sum of Rs. 5,00,000/ - (Rupees Five Lakh) only as follows:

Cheque No.	Bank	Amount
By Cash		10,000.00
000224	IDFC Bank	4,90,000.00
	Total	Rs. 5,00,000.00
	By Cash	By Cash 000224 IDFC Bank

WITNESSES:

- Serman Meleker.

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 401-70131

 2. Sisir Gehoah I. Seeman MaleKar.
- 2. Bidyert ahosh Bonasout count low clarech Rof-124
- 3 Submagit Dass Banapat Sidram Pank Prepared by :

Anirban Karmakar

(Advocate)

City Civil Court, Calcutta

Letter Settings:

(Kuntal Singha Roy) Barasat Court.

3. Romanb Geletah

SIGNATURE OF THE OWNERS/ EXECUTANTS





UNDER RULE 44A OF THE I.R. ACT 1908 (1) Name: Topom Lumer Chash LITTLE RING MIDDLE FORE THUMB THUMB FORE MIDDLE LITTLE RING ডান হাত Topom kumar Glast Signature of the Presentant Executant Claimant/Attorney/Principal/Guardiar/Testator. (Tick the appropriates status) (2) Name: SISIR RHOSH THUMB RING MIDDLE FORE LITTLE RING MIDDLE THUMB All the above fingerprints are of the above named person and attested by the said person. Sisia Ghosh Signature of the Presentant (3) Name: PRANAB GHOSH LITTLE RING MIDDLE FORE LITTLE RING MIDDLE FORE THUMB mas Edwards Signature of the Presentant N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.





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(3) Name	RING	MILDELL			
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Registrar U/S / (2)
District Sub Registrar-II
North 24 Parganas, Baraset



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS, District Name: North 24-Parganas
Signature / LTI Sheet of Query No/Year 15022001145243/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category		Finger Print	Signature with date
1	Shri PRITWISH SARKAR 78 RAFI AHMED KIDWAI ROAD, City:-, P.O:- BANGUR AVENUE, P.SDum Dum, District:-North 24- Parganas, West Bengal, India, PIN:- 700131	Represent ative of Developer [P. R. DEVELOP ERS.]			10.5.30g
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri RiTWICK SARKAR 78 RAFI AHMED KIDWAI ROAD, City:-, P.O:- BANGUR AVENUE, P.S:-Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN:-700074	Represent ative of Developer [P. R. DEVELOP ERS]			Remarkabler 20.23
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Tapan Kumar Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District- North 24-Parganas, West Bengal, India, PIN:- 700131	Land Lord	GO ATILLY BY		Topom Kamer Chash 1095 2026

I. Signature of the Person(s) admitting the Execution at Private Person

gl No.	Name of the Executant	Category	Photo	rition at Private Res	The state of the s
4	Mr Sisir Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24- Parganas, West Bengal, India, PiN:- 700131	Land Lord	9		Siste & 2001
SI No.	Name of the Executant	Category	-	Finger Print	Signature with
5	Mr Pranab Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24- Parganas, West Bengal, India, PIN:- 700131	Land Lord	600		10-5-43 3 ASLA
SI No.	Name of the Executant	Category		Finger Print	Signature with date
6	Mr Satyajit Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24- Parganas, West Bengal, India, PIN:- 700131	Land Lord			Saber 12 (101/2013)
SI No.	Name of the Executant	Category	b . 16e44	Finger Print	Signature with date
7	Mrs Susmita Sarkar Alias Susmita Sarkar Ghosh 222, Kalibari 2nd Lane, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District-North 24- Parganas, West Bengal, India, PIN:- 700131	Land Lord			Susuita Saruent 1015/2523

SI Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
Bidyut Ghosh Son of Sanjoy Ghosh Barasut Court, City	Shri PRITWISH BARKAR, RITWICK SARKAR, Mr Tap Kumar Ghosh, Mr Sair Gh Pransb Ghosh, Mr Salyajit Ghosh, Mrs Susmita Sarka	000		Birty at alask 10/5/2003

ORDERSTRAP

OFFICE OF THE D.S.R. -II NORTH 24-PARGANAS

North 34-Pargense, West Sangal



51	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with
1 の 日 日 日 イン	ion of Sanjoy Ghosh sarasat Court, City - ,	Shri PRITWISH SARKAR, RITWICK SARKAR, Mr Taj Kumar Ghosh, Mr Sisir Gho Pranab Ghosh, Mr Satyajit Ghosh, Mrs Susmita Sarka	-	0	Bidyut ahash an

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R.II NORTH 24-PARGANAS

North 24-Parganas, West

Bengal





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





RIPS Payment Detail

GRIPS Payment ID: Total Amount:

090520232004591705

11099

Indian Bank

BRN: Payment Status:

gank/Gateway:

IB10052023585956

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

09/05/2023 22:21:48

Online Payment 09/05/2023 22:22:58

GRIPS Portal

Depositor Details

Depositor's Name:

Tapan Kumar Ghosh

Mobile:

6290929203

Payment(GRN) Details

Amount (₹) Department GRN Sl. No. 11099 Directorate of Registration & Stamp Revenue 192023240045917061 11099

Total

IN WORDS:

ELEVEN THOUSAND NINETY NINE 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





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1	
gN:	

GRN Date:

09/05/2023 22:21:48

BRN: GRIPS Payment ID:

Payment Status:

192023240045917061

IB10052023585956 090520232004591705

Successful

Payment Mode:

Bank/Gateway:

BRN Date: Payment Init. Date:

Payment Ref. No:

Online Payment

Indian Bank

09/05/2023 22:22:58

09/05/2023 22:21:48

2001145243/2/2023 [Query No.* Query Year]

Depositor Details

Depositor's Name:

Tapan Kumar Ghosh

Address:

New Barrackpur 6290929203

Mobile:

Solicitor firm

Depositor Status: Query No:

2001145243

Applicant's Name:

Mr Kuntal Singha Roy

Identification No:

2001145243/2/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy):

09/05/2023 09/05/2023

Period To (dd/mm/yyyy):

Paymen	t Details	Head of A/C	Head of A/C	Amount (₹)
Sl. No.	Payment Ref No	Description Beauty Registration- Stamp duty	0030-02-103-003-02	
1	2001145243/2/2023 2001145243/2/2023	Pagistration- Registration Pees	0030-03-104-001-16 Total	11099

IN WORDS:

ELEVEN THOUSAND NINETY NINE ONLY.



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there thone | Sanjay Ghosh

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हिमालीः १९६५ - वीडिन्त - १४४ मानामार्थं केन्द्रतं ३४ चटाना १७०१२४

Address: Kirtipur - 1No Berasat North 24 Parganas 700128

Date: 25/67/2007
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Street reflections waste supple
Facelante Signature of the Electoral
Registration Officer for
11-Rajadat (SC) Constituency

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