

AGREEMENT FOR DEVELOPMENT OF LAND WITH

DEVELOPMENT POWER

THE PROPERTY IS SITUATED AT MOUZA KANAINATSHAL

UNDER BAIKUNTHAPUR II GRAM PANCHAYAT,

WITHIN POLICE STATION BURDWAN,

DIST. PURBA BARDHAMAN.

Value Rs. 15,00,000/-

Govt. Assessed value Rs. 32,40,000/-

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3123-2 SL No. 323 Date 16 82021 Sold To Samanla Housing Devleper 'ADD..... purba Bardhaman VALUE 5000+ Burdwan Tresary-i Purches Date..... 1 3 AUG 2021 SOMA CHOWDHURY Memari A.D.S.R.Office L.No.-2/2019-20 STREET, STREET, or the Department. Additional Observations and Registrate KEW GRUS OPMENT OF LAND WITH TUATED AT MOURAL ANAMANATHAL UNDER BATKUNTHARIR II GRAM PANGHAYAY

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This Deed of Agreement made on this 16th Day of August, 2021

BETWEEN

- 1. SRI SHIBA PROSAD SADHUKHAN, PAN: ALYPS1046H, son of Madan Mohan Sadhukhan,
- 2. SMT. PARBATI SADHUKHAN, PAN: BKRPS9671K, wife of Sri Shiba Prosad Sadhukhan, both are by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Bardhaman, P.O. Sripally P.S. Burdwan, District Purba Bardhaman, PIN 713103, hereinafter referred to as "FIRST PARTY / LAND OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representatives, and assigns) OF THE FIRST PART.

AND

"M/S SAMANTA HOUSING DEVELOPER" PAN: ADBFS1519A, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman, PIN 713421, represented by its Partner,

SRI DEBASIS SAMANTA, PAN: AVOPS7016H, son of Late Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat,

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Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103, hereinafter referred to as THIRD PARTY / DEVELOPER (which expression shall, unless excluded by or repugnant to the context, deemed to include his legal heirs, executors, administrators, legal representatives, successor in interest and assigns) OF THE OTHER PART

OWNERSHIP OF LAND, DEVOLUTION OF TITLE

WHEREAS item No. 1 of the 'A' schedule plot of land as well as other land was under the ownership of Jitendranath Samui & others and their names were properly been recorded in the R.S.R.O.R. and during their possession and enjoyment of the property said Jitendranath Samui and other owners have transferred 56 decimal area in favaour of Madan Mohan Sadhukhan by way of registered sale deed of Burdwan Joint Sub Registered on 09.02.1963 vide deed No. 657 of 1963.

AND WHEREAS after purchasing the property said Madan Mohan Sadhukhan, by mutating his name in the L.R.R.O.R. under Khatian242, has enjoyed the property and during his enjoyment he has transferred item No. 1 of the "A" schedule property in favour of his son i.e. present landowner First Party, by way of registered





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gift deed of A.D.S.R. Burdwan and such has been registered on 27^{th} March 2012 vide deed No. 2401 of 2012.

AND WHEREAS after obtaining item No. 1 of the "A" schedule property along with others property, Shibaprasad Sadhukhan has mutated his name in the LRROR under Khatian No. 2747.

AND WHEREAS item No. 2 of the "A" schedule property belonged to one Rama Debi Bhattacharya and others, who has transferred the same in favour of Madan Mohan Sadhukhan and Bibhuti Bhusan Sadhukhan by way of two registered Sale Deed of Burdwan Joint Sub-Registry Office vide Deed No. 5023 of 1967 and 5323 of 1974 and after purchasing the same, during enjoyment of the property, Bibhuti Bhusan Sadhukhan has died, as such the legal heirs of Bibhuti Bhusan Sadhukhan have stepped to the shoe of the Bibhuti Bhusan Sadhukhan and after obtaining half share of the property, they have transferred the said share in favour of Madan Mohan Sadhukhan in the year of 1986 by way of registered gift deed and such deed has been registered before the office of Burdwan Joint Sub Registry Office vide Deed No. 6961 of 1986 and after obtaining the property, Madan Mohan Sadhukhan has become absolute owner of the said property, thereafter said Madan

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Mohan Sadhukhan has transferred the same in favour of his son namely Sri Shiba Prosad Sadhukhan by way of registered gift deed of A.D.S.R. Burdwan vide Deed No. 1573 of 2012 and after obtaining the property, said Shiba Prosad Sadhukhan has transferred item No. 2 of the A Schedule property in favour of his wife by way of registered gift deed of A.D.S.R. Burdwan vide Deed No. 7102 of 2019 and after obtaining the property said Parbati Sadhukhan has mutated her name in the LRROR under Khatian No. 4273 and both the land owner have enjoyed their respective properties by paying the Govt. rent till up to date.

DESCRIPTION OF RECORD OF RIGHT

WHEREAS the schedule property according to R.S.R.O.R. Khatian No. 03 and Plot Number is as 538, L.R.R.O.R, the properties is under Rayati Swatwa of Shibaprasad Sadhukhan under Khatian No. 2747 & 4273, L.R. Plot No. 538, classification of land was Shali and after way of conversion vide Case No. 288(IND)/2012, the permission for change of nature of land from Shali to Bastu has been issued by the respective authority of Land Department with area of 56 decimal i.e. the total area including "A" schedule land and Plot No. 528/788 with land classification as Bastu and the rent has been paid up to the period of 1426 B.S.

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ACCORDING TO TITLE & R.O.R

WHEREAS the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the A schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

INTRODUCTION OF DEVELOPER

WHEREAS the developer is acquainted as 'FIRM' namely "M/S SAMANTA HOUSING DEVELOPER", who already introduced own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

AND WHEREAS the developer hearing the dream of first party from their close circle, make approach to the first party to allow the Developer, to develop the land particularly mentioned and described in the first and/or "A" schedule hereunder according to sprouted dream of both parties.

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AND WHEREAS both the parties, after knowing all status of each other i.e. right, title, interest of land and pecuniary capacity of developer and being satisfied in respect of capability of developer and right, title and Interest of land of the First Part as vice-versa, the first party / land owner has agreed to authorize the developer to develop the said land by constructing new multi storied buildings as commercial cum residential high-rise building as ownership basis according to sanctioned plan, which shall sanction by Baikunthapur 2 No. Gram Panchayat by doing shake their hands in a form of agreement with some terms and conditions.

AND WHEREAS it is agreed by both parties that the development of the property for the purpose of construction multi storied (B+G+VI).

AND WHEREAS the parties, for the purpose of avoiding all such future dispute and difference between them, desire to put all such terms and conditions in written in this Deed of agreement.

IN THIS AGREEMENT UNLESS THERE IS ANYTHING TO THE SUBJUCT OR CONTEXT

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 a) LAND OWNER/ FIRST PARTY shall mean SRI SHIBAPRASAD SADHUKHAN and PARBATI SADHUKHAN and their heirs executors, administrators and legal representatives;



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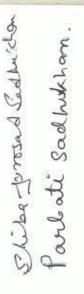


- b) DEVELOPER shall mean "M/S SAMANTA HOUSING DEVELOPER", a Partnership firm and its executors, administrators and legal representatives;
- c) PREMISES shall mean the (G+V) as Tower 'A' All that piece of land by measuring 0.10 acre more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747 and L.R. Plot No. 538 classification of land Shali (with permission for Bastu) & (B+G+V) as Tower 'B' over All that piece of land by measuring 0.12 acre more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 528/788 and in the L.R.R.O.R, the Khatian No. 4273 and L.R. Plot No. 528/788 classification of land Bastu and both the tower should be commercial cum residential building according to sanction plan from Baikunthapur-2 Gram Panchayat, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.
- d) COMMON SERVICE FACILITIES AND AMENITIES shall include roof, corridors, stair ways, landing, passage ways, Drive ways, pump room for submersible, tube well and other facilities which may mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions,

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maintenance, and / or management of the building which is particularly mentioned and described as sixth schedule hereunder.

- e) SALEABLE SPACE shall mean this space in the building available for independent use an occupation after making due provision for common facilities and the space required therefore.
- f) LAND OWNER'S ALLOCATION shall mean 40% in every floor of the project along with proportionate share of land and all facilities & amenities of the building on prorate basis, while if there be any change be arose in any floor in that case such change should be adjusted in any other floor according to developer choice.
- g) DEVELOPERS ALLOCATION shall mean barring the owner's allocation, the rest flats of the said tower along with proportionate share of land and all facilities & amenities of the building on prorate basis.
- h) BUILDING shall mean (G+V) as Tower 'A' & (B+G+V) as Tower 'B', both are as commercial cum residential building which has been sanctioned by Baikunthapur 2 No. Gram Panchayat.
- i) Legal Advisor shall be Ashish Kumar Paul
- j) Architect shall be Sourav Batabyal





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- k) SINGULAR shall include plural and vice versa,
- MASCULINE shall include feminine and vice versa

NOW IT IS HEREBY AGREED BY AND BTWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The land owner hereby agrees to entrust and hand over to the developer the work and right of development of the said property particularly mentioned and described in the First scheduled hereunder.
- 2. The developer hereby agrees to develop and /or cause to be developing the said property should be permitted by Baikunthapur 2 No. Gram Panchayat by constructing (G+V) as Tower 'A' & (B+G+V) as Tower 'B', both are as commercial cum residential building, containing transferable residential flat as ownership basis and commercial unit, which is mentioned in the Second Schedule hereunder. The developer agreed that he will obtain whatever any other permissions are required to develop the property at his own costs and on his own responsibility but in the name of the land owner / First party and that should be completed as per norms and system of Baikunthapur 2 No. Gram Panchayat.

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- 3. The developer, after perusal the documents in respect of A Schedule land as supplied by land owner, has been satisfied that the first party is the full and/ or absolute land owner of the said property and that the property is not subject to any mortgage, charge or any other encumbrances.
- 4. The developer shall not start any work of development on the said property unless the building plans are sanctioned by Baikunthapur 2 No. Gram Panchayat, after that the developer should complete the construction work within stipulated 30 months period with extension, means it would be counted from the date of sanction of building plan and Developer should submit building plan within 60 days from the date of issue of site plan and it is mentioned here that if developer be fail to complete the construction within stipulated period (30 months with extension) in that case the developer shall be liable to pay demurrage to land owner according to 18% interest per annum over the then land value during the period of delay.

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- 5. THE LAND OWNER AND THE DEVELOPER DO HERE BY DECLARE AND COVENANT AS FOLLOWS:-
- I) The Land owner hereby grants exclusive right to the developer to undertake new (G+V) as Tower 'A' & (B+G+V) as



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Tower 'B', both are as commercial cum residential building in accordance with the plan, which has been sanctioned by Baikunthapur-2 Gram Panchayat, along with if any subsequent plan be sanctioned for that construction too.

- II) The Land owner shall forthwith give permission to enter and to develop the land as mentioned in First schedule to the developer after execution of this deed of agreement of development has been executed as well as registered on today, inspite of that if any land dispute may arise, by which the construction work is faced any hurdle and damage for that, the land owner will be liable for such damage and be responsible to pay the amount, for such damaged period, equivalent to the rate of interest which Nationalized Bank provide for fixed deposit over the project cost till the removal of said hurdle.
- All the applications for plan and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction of building plan from the Baikunthapur-2 Gram Panchayat as well as any other purpose and all application shall be prepared and submitted by the developer on behalf of the land owner at the Developer's own costs and expenses

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IV) The Land owner hereby grant by this document a Power of Attorney in favour of the developer as may be required for the purpose of obtaining sanction of plan and necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Baikunthapur-2 Gram Panchayat and other authorities. The power of Attorney shall also include right of the developer to enter into agreement with the prospective purchaser who wanted to purchase the flat with right of transfer of title of respective flats for developer allocation with power of execution and registration of conveyance deed in respect of the flat to the respective purchaser in respect of developer's allocation.

V) Upon completion of the new (G+V) as Tower 'A' & (B+G+V) as Tower 'B', both are as commercial cum residential building, the developer shall put land owner in undisputed possession in respect of owner's allocation together with property share in land along with the right in common to the common facilities and amenities, which is particularly mentioned in the third schedule hereunder written.

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VI) That in case of conveyance deed for the purpose of transfer of title and possession of each flat of owner's allocation, both the



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parties i.e. land owner and developer shall execute as well as make registration of the same by arrange of all intending purchaser, if any necessity may find out otherwise after delivery of possession of owner's allocation the owner shall be absolute authority to execute and registered the conveyance deed in respect of owner's allocation flat.

VII) The developer shall at its own cost construct and complete the new (G+V) as Tower 'A' & (B+G+V) as Tower 'B', both are as commercial cum residential building at the said land in accordance with the sanctioned plan with confirming such specifications as are mentioned in the fifth schedule hereunder written.

VIII) The developer shall install, in the said building at its own cost, pump operated deep tube well, water storage tanks overhead reserver, electric wiring and installations of separate transformer and other facilities are required to, in the new building constructed for sale of flats therein as ownership basis.

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IX) As from the date of making over possession of first schedule land the Municipal rates and taxes and Govt. rent and also other outgoings, in respect of the said property and till such time as the possession of the land owner's allocation is made, shall be borne



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and paid by the developer and all outstanding dues on account of Municipal rates and taxes and Govt. rent as also other outgoings up to the date of handing over possession before construction shall remain the liability of the land owner and shall be borne by the land owner and after completion of project and delivery of possession of the flat to each transferee the all rent and taxes shall be borne by all flats owner.

6) IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER AND DEVELOPER AS FOLLOWS:-

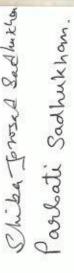
I) As soon as the building is completed, the developer shall hand over the possession in respect of the flat and parking space as mentioned in land owner's allocation in favour of the land owner and thereafter the land owner shall be exclusively responsible for payment of all Panchayat and Property Taxes, rates, duties and other public outgoings and imposition whatsoever payable always that the said rates to be apportioned prorate with reference to the said portion with apportioned prorate with all flat owners after making an association by all flat owners.

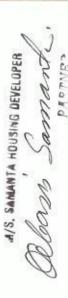




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- II) The Land owners shall not do any act or deed or thing whereby the developer shall be prevented from construction and completion of the said building.
- III) Neither party shall be use nor permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other purchasers/ occupiers of the apartments or the buildings.
- IV) Neither party shall thrown or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors, or any other portion or portions of the said premises.
- V) That the allottee in respect of each flat shall have right to take loan from any finance authority by charging only his own flat with proportionate share of land.

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VI) That neither the land owner nor the developer shall have right to make separate his own allocation by doing partition of the building.



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7) THE LAND OWNER HEREBY AGREES AND COVENANT WITH THE DEVELOPER AS FOLLOWS:-

- The Land owner shall not make any obstruction or interference with the developer in the construction of the building and said premises be constructed by the developer.
- II) The Land owner shall co-operate with the developer in assigning for selling and/or disposing of the developer allocation portion if necessary.
- III) The Land owner shall execute all such deeds of agreement for sale and sale concerning developer's allocation if necessary.
- IV) That if any land dispute may arise for which the project may delay and to short out the matter under compulsion the developer take steps with payment of charges for which all expenses shall be adjusted by the land owner with land owners' allocation of the project.





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- 8) THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LAND OWNER AS FOLLOWS:-
- To complete the construction of the building within 48 months from the date of sanctioned building plan by Baikunthapur-2 Gram Panchayat
- ii) Not to transfer and/or assign the benefits of this agreement.
- iii) Not to violate or contravene any rule of concern authority which applicable to construction of the said building.
- iv) Not to part with possession of each flat of the building thereof unless possession of the flat and parking space, as mentioned in land owner's allocation, is delivered to the land owner provided however it will not prevented the developer from entering into any agreement for sale or transfer or deal with the developer's allocation.
- v) Not to sell the said land particularly mentioned and described in the first schedule hereunder written and not to execute any deed of conveyance directly in favour of any third party in respect of developer's allocation and the developer shall have no right to charged the first schedule property to any finance authority.

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- vi) It is indemnified by the developers that the land owner shall not be responsible for any bad work man ship of the developer or any construction being done by the developer deviating from the sanctioned plan of Baikunthapur-2 Gram Panchayat.
- vii) To keep the land owner indemnified against all third party claims and actions arising out of any sort of act of commission of the developer in relation to the construction of the said building as well as any labour problem during period of construction.
- viii) To keep the land owner indemnified against all actions suits costs proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

9) MUTUAL COVENANTS AND INDEMNITIES:-

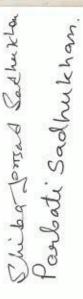
i) Developer shall obtain vacant condition and position of the said property mention in the first schedule hereunder, from the land owner on and from execution of this deed along with proper documents of title, possession and Record of Right and the developer shall take all necessary steps for sanction of site plan as well as building plan from Baikunthapur-2 Gram Panchayat, in respect of 'A' schedule property.





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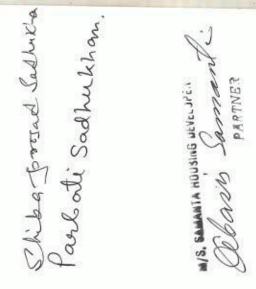


- ii) The land owner as well as developer shall not be liable for any income tax, wealth tax or any other taxes in respect of the developer's and/or land owner's allocation which shall be the liability of the developer as well as land owner by keeping to each other, indemnified against all actions suits proceedings costs, charges and expenses in respect thereof as vice versa.
- iii) The developer and the land owner shall mutually frame, scheme for the management, administration of the said building and/or common parts thereof and agree to abide by all the rules and regulations to be framed by any society/Association and/or any other Organization of the affairs of the building and/or common part thereof as per West Bengal apartment ownership Act'1972.
- iv) The name of the cuch tower shall be decided after construction of the building by the developer.
- v) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the developer by the land owner or as creating any right, title or interest in respect thereof in favour off the developer other than exclusive license in favour of the developer to do the acts and things to develop the land, express by provided herein as also in the power of Attorney to be given for said purpose.

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- vi) As from the date of completion of the building the developer and/or transferees and the land owner shall each be liable to pay and bear proportionate taxes and other charges payable in respect of their respective spaces.
- vii) If there be any acquisition take place by any office of the West Bengal Government, in respect of land and structure, therefore compensation of land will get the first party land owner and the compensation for structure will get the second party Developer, as such the awarded money would be delivered accordingly.

VIII) That the cost of the installation of lift & transformer should be borne by the flat owners and it will be paid only to the developer.

- 10 By this agreement the land owner are also granting the power to the developer
- a) To appear and represent before the authorities of Burdwan Municipality, W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction

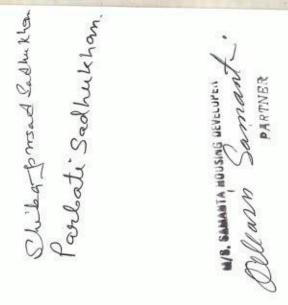
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of new building/s and do all the needful act for allotment/registration deed of sale of flats, shops, garage spaces of Developer's Allocation and owner allocation too.

- b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Attorney may think fit and proper.
- c) To manage and maintain the said premises including the building/s to be constructed thereon.
- d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of our said premises before Burdwan Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.

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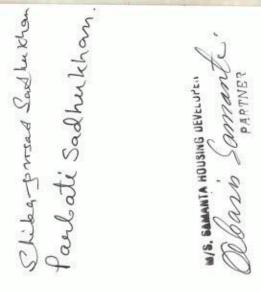
e) To pay all tax of Burdwan Municipality and other Statutory Taxes, Rates and charges in respect of the said land and premises





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on our behalf and in our name as and when the same will become due and payable.

f) To enter into any Agreement for Sale and deed of sale, Memorandum of Understanding in favour of the intending purchaser/s in terms of the present Agreement for Development. The developer shall have right to give any signature in any mortgage paper in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale and deed of sale, Memorandum of Understanding in respect of flats/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s inrespect of developer's allocation and owner's allocation too, be it mentioned here all such sale as well as conveyance document shall be execute by the Developer and that is ratify by us.

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g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces of the Apartment shall



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be constructed and to grant receipts thereof and to give full discharge to the purchaser/s as our lawful representative.

- h) To do all the needful according to the condition mentioned in this Registered Agreement for Development regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces.
- i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in the Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s in our said premises.
- j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and make deposition and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.

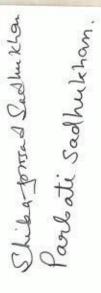
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k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in any way



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connected therewith, arising out of the agreements and relating to the construction to be made in the premises.

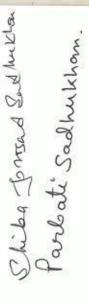
- 1) That our Attorney will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreement for Sale and/ or any instrument of sale in favour of any intending purchasers according to the condition mentioned in this Registered Agreement for Development on behalf of us.
- m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the said Registered Development Agreement.
- n) The Attorney will do the aforesaid acts, deeds and things regarding development of the aforesaid land mentioned in the schedule of the said Registered Agreement for Development.

For all or any of the purposes arising out of any clause of the Agreement for Development and hereinbefore stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises and to sign, execute and submit papers and documents relating thereto.

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AND GENERALLY to act as Attorney of land owner in relation to all matters touching 'A' schedule property and on behalf of land owner to do all instruments, acts, natures, and conveyance deeds for registration to proper Registrar Authority and things as full and effectually as land owner could do and personally present.

AND the land owner hereby ratify and confirm and agree or undertake the act whatsoever as their said Attorney appointed under this Power shall lawfully do and causes to be done in the right of or by virtue of these presents including such confirmation and other works till the completion of the whole deal/transaction as per the said clause of this Agreement for Development.

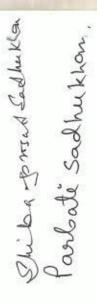
11 Force majeure, the parties hereto shall not be considered to be liable for any obligation hereunder to extent that the performance of relative obligations prevented by the existence of the Force Majeure conditions i.e. flood, earth quake, riot, war storm,, tempest civil commotion strike and/or any other act or commission beyond the contrary contract of the papers hereto.

Of Jan

12 Each of the terms and conditions stated hereinabove shall be deemed to be the consideration of each other as generation together and/or successor in interest.



Additional District Sub-Registrar





13 If there be any dispute may arise between the parties then the dispute shall refer to the arbitrator according to Arbitration act and arbitrator should be selected by both parties unanimously and the address of the parties as mentioned in above shall be the communication address of the parties.

FIRST / (A) SCHEDULE

Item No. 1

All that piece of land by measuring 0.10 acre and/or 4356 sq.ft. more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747, L.R. Plot No. 538 classification of land as Shali with permission to Bastu, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.

The property butted and bounded by:

NORTH		Panchayat Road,
SOUTH	8	Part of plot 538,
EAST	*	Part of plot 538,
WEST	2	Part of plot 537.



Item No. 2

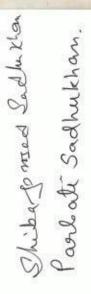
All that piece of land by measuring 0.12 acre and/or 5227 sq.ft. more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 528/788 and in the L.R.R.O.R, the Khatian No. 4273, L.R.





Additional District Sub-Registrar
BURDWAN

7 AUG 2027





Plot No. 528/788 classification of land Bastu, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.

The property butted and bounded by:

NORTH

P.W.D. Road,

SOUTH

Property of Malay Pal

EAST

Property of Anabil Gupta/Bablu

WEST

Property of Pusparani Ghosh

SECOND / (B) SCHEDULE

The proposed (G+V) as Tower A over Item No. 1 of the 'A' Schedule Property and (B+G+V) as Tower B over Item No. 2 of 'A' Schedule property storied building to be constructed commercial cum residential.

THIRD / (C) SCHEDULE

LAND OWNER'S ALLOCATION shall mean 40% in every floor of the project along with proportionate share of land and all facilities & amenities of the building on prorate basis, while if there be any change be arose in any floor in that case such change should be adjusted in any other floor according to developer choice.

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Additional District Sub-Registrer
BURDWAN

Slike Jonesad Sadhukkon. Parlati Sadhukhan.



FORTH / (D) SCHEDULE

DEVELOPERS ALLOCATION shall mean barring the owner's allocation, the rest flats of the said towers along with proportionate share of land and all facilities & amenities of the building on prorate basis.

FIFTH / (E) SCHEDULE

The flat as mentioned in the owner's allocation for the owner shall make

Specification of construction by ISI brand material

FOUNDATION(Structure):

R.C.C. Frame (Conc. Grade M25) and

Steel (Grade Fe500)

DOORS:

Flash Door and PVC Door in Bathroom.

WINDOW:

Aluminum Channel.

GRILL:

MS Grill with Uniform design in

Window, Ventilation and Varanda.

ELECTRICALS:

Conceal wearing with PVC Pipe & ISI

Branded Switch and Copper wiring in

every room.

FLOORING:

Tiles Flooring.

TOILET:

Tiles Up to (Door Height) or 7 feet on walls white sanitary ware (ISI brand) and separate pipe of hot and normal water

Page 20 of 2

Quality 34



1

BURDWAN





KITCHEN:

Granite stone Kitchen top with

sink

Anti-skid tiles, Tiles Up to 2'-0" ft.

height from kitchen top.

DRIVE WAY / PARKING:

Petty Stone

ROOF:

Roof with water resistant.

INTERNAL DESIGN:

Internal wall is with Wall Putty

EXTERNAL DESIGN:

Elevation with anesthetically design and

painting.

LIFT:

Semi Automatic Lift.

WATER:

24 hours water supplying system from

the overhead tank by Submersible

PARKING:

Parking space with cooperation of

Developer and Land Owner

N.B. ANY EXTRA WORK EXCEPT THE ABOVE MENTIONED TERMS AND CONDITIONS OF THE ITEMS THE COST WILL BEAR BY LAND OWNER AS WELL AS PURCHASER/ FLAT OWNER WITH THE PRIOR PERMISSION OF DEVELOPER. IN CASE OF ANY EXTRA WORK THAT WOULD BE PLACED BEFORE THE DEVELOPER IN WRITTEN AND SIGNED BY THE LAND OWNER AS WELL AS PURCHASER FOR PERMISSION OF THE DEVELOPER.

SIXTH /(F) SCHEDULE

i) COMMON SERVICE

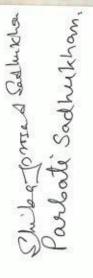
Or Jay

- a) Deep tube well of adequate capacity to ensure round the clock water supply.
- b) by maintaining standard quality for the lift



BURDWAN

1 7 AUG 2021





- Marble and/or V- tiles at stair case with proper reling.
- iii) adequate lighting system at every part of the common place.
- iv) adequate place for meter board in respect of meter to each flat owner.
- v) any extra amenities with extra cost

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

Witness:

to oderfehandre Des. Royan-Brokean.

Drafted by me & typed in my office

Ashish Kumar Paul

Enrolment No. 1379 of 2000 Burdwan District Judges Court

Computerized typed by

(Sudipta Pramanik)

Page 31 of 31





Additional District Sub-Registrer
BURDWAN

	Little	Ring	Middle	Index	Thumb
Left Hand Impression					
	Thumb	Index	Middle	Ring	Little
Right Hand Impression					



Signature: Slike Bonsad Sadher Khon

-	Little	Ring	Middle	Index	Thumb
Left Hand Impression		P. Carlo			
	Thumb	Index	Middle	Ring	Little
Right Hand Impression					



Signature: Parbati Sadhukhan.

	Little	Ring	Middle	Index	Thumb
Left Hand Impression	6				
	Thumb	Index	Middle	Ring	Little
Right Hand Impression					



Signature: Delasin Samante.

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Additional District Sub-Registrer
BURDWAN
17 AUG 2021

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

GRN Details

GRN:

192021220051945841

GRN Date:

14/08/2021 11:55:40

BRN:

IK0BFRGBP0

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

14/08/2021 11:08:42

Payment Ref. No:

2001490240/1/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

DEBASIS SAMANTA

Address:

BARDHAMAN

Mobile:

9434331233

Depositor Status:

Buyer/Claimants

Query No:

2001490240

Applicant's Name:

Mr Ashish Kumar Paul

Identification No:

2001490240/1/2021

Remarks:

Sale, Development Agreement or Construction agreement

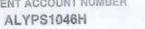
Payme	ent D	etail	S
THE REAL PROPERTY.			

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001490240/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	2010
2	2001490240/1/2021	Property Registration-Registration Fees	0030-03-104-001-16	14
			Total	2024

IN WORDS:

TWO THOUSAND TWENTY FOUR ONLY.

THE HER WISH /PERMANENT ACCOUNT NUMBER



THE /NAME

SHIBA PROSAD SADHUKHAN

PORT OF MITS AFATHER'S NAME MADAN MOHAN SADHUKHAN

ore file DATE OF BIRTH

25-01-1971

FREINT /SIGNATURE

Whapman Sadae Kran

आयकर आयुक्त, प.बं.-XI

COMMISSIONER OF INCOMPLTAX, W.S. - XI

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी), पी-7, चौरंगी रक्यायर,

In case this card is lost/found, kindly inform/return to the issuing authority:

Joint Commissioner of Income-tax(Systems & Technical), P-7,

Chowringhee Square,

कलकता - 700 069.

Calcutta- 700 069,

Chiba Jorosad Sadhu Khan



भारत सरकार GOVERNMENT OF INDIA

Sniba Prosad Sadhukhan Date of Birth/DOB: 25/01/1971 Male/ MALE



4040 0650 6636

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

S/O Madan Mohan Sadhukhan, GOLAHAT ROAD, Barddhaman (m), Barddhaman, West Bengal - 713103



help@uidai.gov.in www.uidai.gov.in

P.O. Box No. 1947, Bengaluru-560 001,

Thiba prosad Sadhukhan



भारत सरकार GOVERNMENT OF INDIA

Parbati Sadhukhan Date of Birth/DOB: 01/01/1977 Female/ FEMALE



5716 0588 2050

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address: W/O Shiba Prosad Sadhukhan, GOLAHAT ROAD, Barddhaman (m), Barddhaman, West Bengal - 713103



M help@uldal.gov.in www.uldal.gov.in

5716 0588 2050 www

Parbati Sadhukham.

् आयकर विभाग · INCOME TAX DEPARTMENT PARBATI SADHUKHAN JAGABANDHU GARAI 01/01/1977

BKRPS0871K

Himbali Suddything







Parbati Sadhukhan.





Oborn Samante.





भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

Enrolment No.: 2770/01064/72861

Debasis Samanta S/O: Kalicharan Samanta **GOLAHAT SANKHARI PUKUR** Barddhaman (m) Barddhaman West Bengal - 713103 9434331233

Issue Date: 27/07/2021





आपका आधार क्रमांक / Your Aadhaar No. :

5110 7356 5683 VID: 9161 1518 7936 1761

मेरा आधार, मेरी पहचान



भारत सरकार Government of India



Download Date: 14/88/2021



Debasis Samanta Date of Birth/DOB: 05/01/1966 Male/ MALE

Issue Date: 27/07/2021

5110 7356 5683

VID: 9161 1518 7936 1761 मेरा आधार, मेरी पहचान

Jebasis Samant.



BXX1984079

हिकान:

বাহান পশ্চিম পঢ়োৱ অংশ, বাহান, বৰ্ণমান লেক্ড), বৰ্ণমান- 713101

RAYAN PASHCHIM PARAR ANGSH, RAYAN, BURDWAN (SADAR), BURDWAN- 713101

Date: 12/10/2012

266-বর্ধনাদ উত্তর ('বপশিলী ছাজি) নির্বাচন জেয়ের নির্বাচন নিৰম্বন আধিকাভিকের স্বাক্তের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for 266-Burdwan Uttar (SC) Constituency

विकास अधिवार्कन काम लाइन विकासक द्रावादिक निर्देश गाम द्रावास । अवदर् মন্ত্ৰতে মাজুল পৰিতে পৰিচাৰপত পৰিবাৰ ক্ষম নিৰ্দিষ্ট নতে এই পৰিচাৰপত্ৰত সমূৰ্যটি উল্লেখ কৰ্মন

In case of change in address mention this Card No in the relevant Form for including your name in the nall in the changed address and in obtain the care with same number.

Brobutto Das.

Major Information of the Deed

Deed No :	I-0203-06410/2021	Date of Registration	23/08/2021		
Query No / Year	0203-2001490240/2021	Office where deed is registered			
Query Date	14/08/2021 11:48:26 AM	0203-2001490240/2021			
Applicant Name, Address & Other Details	Ashish Kumar Paul Burdwan District Judges Court,Th , District : Purba Bardhaman, WE Status :Advocate	nana : Bardhaman ST BENGAL, PIN - 713101, M	lobile No. : 9434331339,		
Transaction		Additional Transaction			
[0110] Sale, Development /	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]			
Set Forth value		Market Value			
Rs. 33,00,000/-		Rs. 60,91,200/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 10,010/- (Article:48(g))		Rs. 14/- (Article:E, E)			
Remarks					

Land Details:

District: Purba Bardhaman, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, JI No: 76,

Pin Code: 713103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-538 (RS :-)		Baslu	Bastu	U.1 Acre	15,00,000/-		Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L2	LR-528/788 (RS :-)	LR-4273	Bastu	Bastu	0.12 Acre	18,00,000/-	28,51,200/-	Width of Approach Road: 10 Ft.,
		TOTAL :			22Dec	33,00,000 /-	60,91,200 /-	
	Grand	Total :			22Dec	33,00,000 /-	60,91,200 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger	orint and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Mr Shiba Prosad Sadhukhan (Presentant) Son of Madan Mohan Sadhukhan Executed by: Self, Date of Execution: 16/08/2021 , Admitted by: Self, Date of Admission: 17/08/2021 ,Place : Office			Sliba Jones a Sadine Kliga
	\$20.000000	17/08/2021	LTI 17/08/2021	17/08/2021

Golahat, City:- Burdwan, , P.O:- Sripally, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx6H,Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Self, Date of Execution: 16/08/2021 , Admitted by: Self, Date of Admission: 17/08/2021, Place: Office

į.	Name	Photo	Finger Print	Signature
	Smt Parbati Sadhukhan Wife of Mr Shiba Prosad Sadhukhan Executed by: Self, Date of Execution: 16/08/2021 , Admitted by: Self, Date of Admission: 17/08/2021 ,Place : Office			Parbati Sadhuknan
		17/08/2021	LTI 17/08/2021	17/08/2021

Golahat, City:- Burdwan, , P.O:- Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BKxxxxxx1K, Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Self, Date of Execution: 16/08/2021

, Admitted by: Self, Date of Admission: 17/08/2021 ,Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	SAMANTA HOUSING DEVELOPER Raina, Village:- Raina, P.O:- Raina, P.S:-Raina, District:-Purba Bardhaman, West Bengal, India, PIN:- 713421, PAN No.:: ADxxxxxx9A, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

101.000.0	r Debasis Samanta			
Sa Da 16 Se 17	on of Late Kali Charan amanta ate of Execution - 6/08/2021, , Admitted by: elf, Date of Admission: 1/08/2021, Place of Imission of Execution: Office			Olbario Samante.
7		Aug 17 2021 5:06PM	LTI 17/08/2021	17/08/2021

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Bholanath Das Son of Mr Uday Chandra Das Rayan, Village:- Rayan, P.O:- Rayan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101			Bholemble son.
	17/08/2021	17/08/2021	17/08/2021

Trans	fer of property for L1			
SI.No	From	To. with area (Name-Area)		
1	Mr Shiba Prosad Sadhukhan	SAMANTA HOUSING DEVELOPER-10 Dec		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	Mr Shiba Prosad Sadhukhan	SAMANTA HOUSING DEVELOPER-6 Dec		
2	Smt Parbati Sadhukhan	SAMANTA HOUSING DEVELOPER-6 Dec		

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, JI No: 76, Pin Code: 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 538, LR Khatian No:- 2747	Owner:শিবপ্রসাদ সাধুথাঁ, Gurdian:মদনমোহন , Address:নিজ , Classification:শালি, Area:0.41300000 Acre,	r Shiba Prosad Sadhukhan
L2	LR Plot No:- 528/788, LR Khatian No:- 4273	Owner:পার্বভী সাধ্থাঁ, Gurdian:শিবপ্রসাদ , Address:নিজ , Classification:বাস্ত, Area:0.12000000 Acre,	Smt Parbati Sadhukhan

Endorsement For Deed Number: I - 020306410 / 2021

On 17-08-2021

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

Presented for registration at 13:35 hrs on 17-08-2021, at the Office of the A.D.S.R. Bardhaman by Mr Shiba Prosad Sadhukhan , one of the Executants.

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 60,91,200/-

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

Execution is admitted on 17/08/2021 by 1. Mr Shiba Prosad Sadhukhan, Son of Madan Mohan Sadhukhan, Golahat, P.O: Sripally, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Smt Parbati Sadhukhan, Wife of Mr Shiba Prosad Sadhukhan, Golahat, P.O: Sripally, Thana: Bardhaman , , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business

Indetified by Mr Bholanath Das, , , Son of Mr Uday Chandra Das, Rayan, P.O: Rayan, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 17-08-2021 by Mr Debasis Samanta, Partner, SAMANTA HOUSING DEVELOPER (Partnership Firm), Raina, Village:- Raina, P.O:- Raina, P.S:-Raina, District:-Purba Bardhaman, West Bengal, India, PIN:- 713421

Indetified by Mr Bholanath Das, , , Son of Mr Uday Chandra Das, Rayan, P.O: Rayan, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2021 11:58AM with Govt. Ref. No: 192021220051945841 on 14-08-2021, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BFRGBP0 on 14-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,010/- and Stamp Duty paid by by online = Rs 2,010/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2021 11:58AM with Govt. Ref. No: 192021220051945841 on 14-08-2021, Amount Rs: 2,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BFRGBP0 on 14-08-2021, Head of Account 0030-02-103-003-02

Son.

Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman

Purba Bardhaman, West Bengal

On 23-08-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 0/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/08/2021 7:27PM with Govt. Ref. No: 192021220057072741 on 20-08-2021, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BFZNYB7 on 20-08-2021, Head of Account

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 3,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 323, Amount: Rs.5,000/-, Date of Purchase: 16/08/2021, Vendor name: S Chowdhury

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/08/2021 7:27PM with Govt. Ref. No: 192021220057072741 on 20-08-2021, Amount Rs: 3,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BFZNYB7 on 20-08-2021, Head of Account 0030-02-103-003-02

Son.

Sanjit Sardar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2021, Page from 175500 to 175546 being No 020306410 for the year 2021.



Digitally signed by Sanjit Sardar Date: 2021.09.01 15:17:23 +05:30 Reason: Digital Signing of Deed.

Son.

(Sanjit Sardar) 2021/09/01 03:17:23 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

(This document is digitally signed.)