

THIS DEVELOPMENT AGREEMENT is made at Burdwan on this the 4th day of December 2023

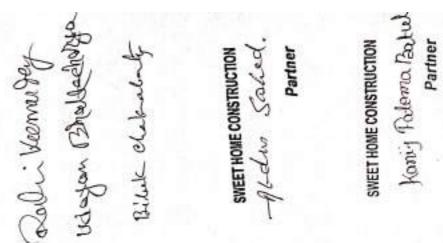
BETWEEN

1) RABI KUMAR DEY, PAN AEVPD2622Q, son of Late ManindranathDey. Indian by Nationality, Hindu by Religion, Retired Government Servant by Occupation, residing at Shastitala, Radhanagar Para, P.O. and P.S. Burdwan, District- Purba Bardhaman, Pin 713101, 2) UDAYAN BHATTACHARYA, PAN AXXPB5896R, son of Late Fanindra Kumar Bhattacharya, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at Radhakantapur, P.O. and P.S. Memari, District-Purba Bardhaman, PIN- 713146 and 3) BIBEK CHAKRABORTY, PAN ACSPC6008J, son of Sri Kshitindra Kumar Chakraborty, Indian by Nationality, Hindu by Religion, Business, by Occupation, residing at Khanpukur, Kalna Gate, P.O. and P.S. Burdwan, District-Purba Bardhaman, Pin 713101, herein after referred to and called as the "OWNERS" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART;

AND

Nazrul Pally, P.O. Burdwan, Dist. Purba Bardhaman - 713101, being represented by its partners namely (1) ABDUS SAHED, PAN-ATVPS5914R,

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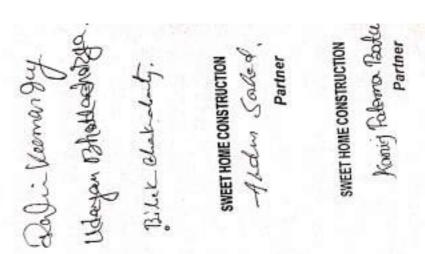


son of Late Abduz Zaher Jamal Mchedi, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongala Para, Town, P.O. and P.S.-Burdwan, District Purba Bardhaman, Pin 713 101, and 2) KANIJ FATEMA BATUL, PAN- DPNPB9114K, wife of Abdur Rakib, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongala Para, Town, P.O. and P.S. Burdwan, District PurbaBardhaman, Pin 713 101, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors, legal representatives, transferees and/or assigns) of the OTHER PART

THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the parties of the FIRST PART herein are the absolute owners and possessors of ALL THAT the piece and parcel of land situated at Mouza-Nari, J.,L. No. 70, appertaining to C.S. and R.S. Plot No. 667, under C.S. and R.S. Khatian No. 08, corresponding to L.R. Plot No. 1504, under (i) L.R. Khatian no. 3179, (Rabi Kumar Dey), Classification as Shali, measuring an area 0.069 acre or 3006.1 sq. ft. (ii) L.R. Khatian No. 3181, (Udayan Bhattacharya), Classification as Shali, measuring an area 0.036 acre or 1553.08 sq. ft,. (iii) L.R. Khatian No. 44357 (Bibek Chakraborty), Classification as Shali, measuring an area 0.035 acre or 1553.08 sq. ft,. in total measuring an area 0.14 acre i.e. more or less 6099 Sq. Ft. out of it defined and demarcated 4079 sq.ft. bearing holding no. 1/1 Ward No. 06, Mahalla – Soski, , under Burdwan Municipality, P.S. Burdwan, District PurbaBardhaman, which is morefully described in the Schedule herein below referred to as the demised development property.

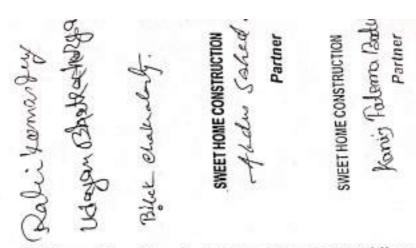
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AND WHEREAS the schedule mentioned property situated at Mouza-Nari, J. L. no.70, appertaining to C.S. and R.S. Plot No. 667, under C.S. and R.S. Khatian No. 08 measuring an area 0.14 acre in sixteen annas share was originally belonged to one Adaitwa Charan Ghosh, son of Gobinda Chandra Ghosh, he was the actual owner and possessor of the schedule mentioned property continuously for more than 12 years, adversely by way of adverse possession and his name was recorded in C.S. record of rights vide C.S. plot No. 667, under C.S. Khatian No. 08 in Mouza-Nari, P.S. Burdwan Sadar and District Burdwan, presently known as Purba Bardhaman and then he exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of demand being raised by anybody in this behalf.

AND WHEREAS said Adaitwa Charan Ghosh, son of Gobinda Chandra Ghosh, while he owning and possessing the said schedule mentioned property and discharging his liabilities to the knowledge of total exclusion of all others ultimately after the death of Adaitwa Charan Ghosh and his wife, his four sons, namely, Gangadhar Ghosh, Sridhar Ghosh @ Sridhar Chandra Ghosh, Hanshadhar Ghosh and Banshidhar Ghosh as his only legal heirs, by way of Hindu Law of Inheritance became joint owners and possessors of the property so left by their father namely Adaitwa Charan Ghosh and thereafter, their names were duly recorded in the concerned R.S. record of rights of Mouza-Nari, P.S. Burdwan Sadar, District Burdwan, presently known Purba Bardhaman and then they had exercised their respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim or question being raised by anybody.

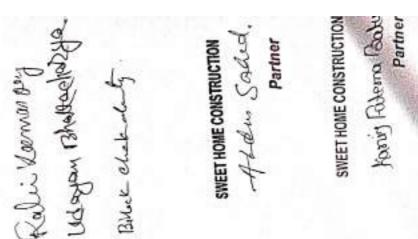
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AND WHEREAS said Gangadhar Ghosh, Sridhar Ghosh @ Sridhar Chandra Ghosh, Hanshadhar Ghosh and Banshidhar Ghosh, all sons of late Adaitwa Charan Ghosh while owning and possessing the said schedule mentioned property of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging their liabilities to the knowledge of total exclusion of all others and they acquired a better and independent title and ultimately they jointly transferred the above mentioned property in favour Ajay Kumar Biswas, Bijoy Kumar Biswas, Durjoy Kumar Biswas, all sons of late Kali Kinkar Biswas by virtue of registered deed of sale vide Deed No. 163 dated 20-01-1964, registered in Book no. I, Volume No. 14, pages from 03 to 05, being Deed No. 163 for the year 1964 which was registered in the Office of the D.S.R., Burdwan and thereafter, they jointly had exercised their right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and their names were recorded in the concerned record of rights and upto date Government rent and other taxes were paid in their names over the schedule mentioned property.

AND WHEREAS said Ajay Kumar Biswas, Bijoy Kumar Biswas, Durjoy Kumar Biswas, all sons of late Kali KinkarlBiswas while they jointly owning and possessing the said schedule mentioned property of Mouza-Nari, J. L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independent title, they ultimately jointly

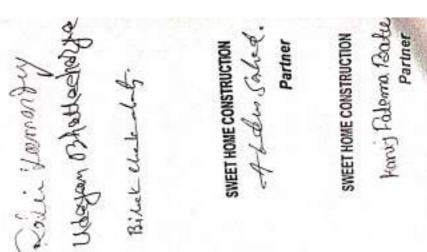
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transferred the above mentioned property in favor of one Sova Rani Biswas, wife of Durjoy Kumar Biswas by virtue of registered deed of sale vide Deed No. I-6631 dated 23-06- 1975, registered in Book no. I, Volume No. 23, pages from 243 to 245, being Deed No. 6631 for the year 1975 which was registered in the Office of the D.S.R., Burdwan and thereafter, Sova Rani Biswas exercised her right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and her name was recorded in the concerned record of rights and upto date Government rent has been and other taxes were paid in her name over the schedule mentioned property.

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the said schedule mentioned property of Mouza-Nari, J. L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title, she ultimately transferred the above mentioned property measuring an area 1553.08 sq. ft. or 0.035 acre out of 14 decimals in favour of Shri Rabi Kumar Dey, son of Late Manindra Nath Dey by virtue of two registered deeds of sale vide (i) Deed No. I-3601 dated 21-05-1987, registered in Book no. I, Volume No. 80, pages from 203 to 206, being Deed No. 3601 for the year 1987 which was registered in the Office of the A.D.S.R., Burdwan and (ii) Deed No. I-4677 dated 21-05-1987, registered in Book no. I, Volume No. 63, pages from 206 to 208, being Deed No. 4677 for the year 1987, which was registered in the Office of the D.S.R., Burdwan and thereafter, said Rabi

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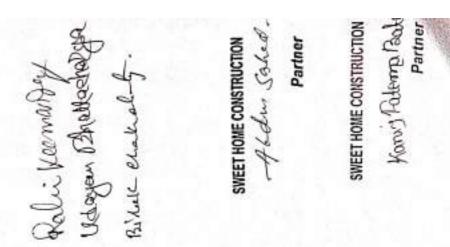


Kumar Dey had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by and his name was recorded in the concerned L.R. record of rights under L.R. Khatian No.3179, L.R. Plot No. 1504, measuring an area 0.035 acre of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the schedule mentioned property.

AND WHEREAS thus said Rabi Kumar Dey, son of Late Manindra Nath Dey i.e. the OWNER No.1 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179 (Rabi Kumar Dey) measuring an area 1553.08 sq. ft. or 0.035 acre out of 14 decimals.

AND WHEREAS said Sova Ran't Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the said schedule mentioned property of Mouza-Nari, J.L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred the above mentioned property measuring an area 1553.08 sq. ft. (more or less) or 0.036 acre out of 14 decimals in favour of Shri Udayan Bhattacharya, son of Fanindra Kumar Bhattacharya by virtue of two registered deeds of sale vide (i) Deed No. I-3603 dated 21-05- 1987, registered in Book no. I, Volume No. 80, pages from 211 to 217, being Deed No. 3603 for the year 1987 which was registered in the Office of the

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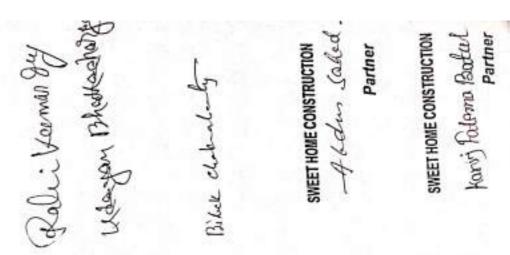


A.D.S.R. ,Burdwan and (ii) Deed No. I-4678 dated 21-05-1987 , registered in Book no. I, Volume No. 63, pages from 209 to 211, being Deed No. 4678 for the year 1987 which was registered in the Office of the D.S.R. , Burdwan and thereafter, he had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and his name was recorded in the concerned L.R. record of rights under L.R Khatian No.3181, L.R. Plot No. 1504, measuring an area 0.036 acre of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the schedule mentioned property.

AND WHEREAS thus said Udayan Bhattacharya, son of Late Fanindra Nath Bhattacharya i.e. the OWNER No.2 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3181 (Udayan Bhattacharya) measuring aqn area 1553.08 sq. (more or less) ft. or 0.036 acre out of 14 decimals.

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the said schedule mentioned property of Mouza-Nari, J.L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred the above mentioned property measuring an area 1553.08 sq. ft. or 0.035 acre out of 14 decimals in favor of Smt. Archana Chakraborty,

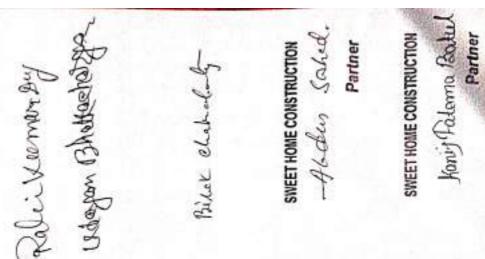
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wife of Sri Kshitindra Kumar Bhattacharya by virtue of two registered deeds of sale vide (i) Deed No. 1-3604 dated 21-05-1987, registered in Book no. I, Volume No. 80, pages from 218 to 224, being Deed No. 3604 for the year 1987 which was registered in the Office of the A.D.S.R., Burdwan and (ii) Deed No. 1-4679 dated 21-05-1987, registered in Book no. I, Volume No. 63, pages from 212 to 219, being Deed No. 4679 for the year 1987 which was registered in the Office of the D.S.R., Burdwan and thereafter, she had exercised her right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and her name was recorded in the concerned L.R. record of rights under L.R. Khatian No.3180, L.R. Plot No. 1504, measuring an area 0.035 acre of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the schedule mentioned property.

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the said schedule mentioned property of Mouza-Nari, J. L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred the above mentioned property measuring an area 1440 sq. ft. (more or less) out of 14 decimals in favour of Shri Jiban Bikash Hazra @ Jiban Krishna Hazra, son of Late Amaresh Chandra Hazra by virtue of two registered deeds of sale vide (i) Deed No. I-3602 dated 21-05-1987, registered in Book no. I, Volume No. 80, pages from 207 to 210, being Deed No. 3602 for the year 1987 which was registered in the Office of the

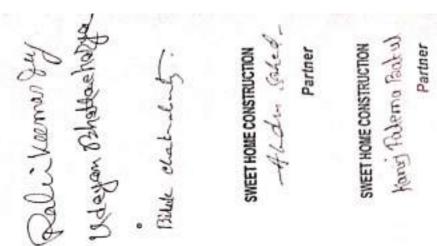
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A.D.S.R., Burdwan and (ii) Deed No. I-4676 dated 21-05-1987, registered in Book no. I, Volume No. 72, pages from 55 to 56, being Deed No. 4676 for the year 1987 which was registered in the Office of the D.S.R., Burdwan and thereafter, he had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody in this behalf and his name was recorded in the concerned record of rights and upto date Government rent has been and other taxes were paid in his name over the schedule mentioned property of Mouza Nari, J.L.No.70 measuring an area 1440 sq. ft. (more or less).

AND WHEREAS said Jiban Bikash Hazra @ Jiban Krishna Hazra, son of Late Amaresh Chandra Hazra while he owning and possessing the said schedule mentioned property of Mouza-Nari, J.L. no.70, measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha (more or less) out of 14 decimals and discharging his liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately he transferred the above mentioned property measuring an area schedule mentioned property of Mouza-Nari , J.L. No. 70, measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha (more or less) out of 14 decimals in favour of Sudha Devi, wife of Awdhesh Prasad Singh by virtue of a registered deed of sale vide Deed No. I-3050 dated 21-05-1996. registered in Book no. I, Volume No. 54, pages from 66 to 70, n being Deed No. 3050 for the year 1996 which was registered in the Office of the .D.S.R., Burdwan and thereafter, she had exercised her right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same

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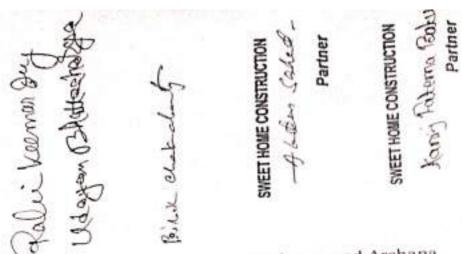


to the knowledge of all concern without any claim question of remand being raised by anybody in this behalf and her name was recorded in the concerned L.R. record of rights under L.R Khatian No.3178, L.R. Plot No. 1504, measuring an area 2 Katha (more or less) i.e., 0.034 acre (more or less) of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in her name over the schedule mentioned property.

AND WHEREAS the part of the schedule mentioned property belongs to Rabi Kumar Dey, son of Late Maninda Nath Dey by virtue of registered two Sale Deed from the erstwhile owner and thereafter due to disturbances and peaceful possession over the schedule mentioned property by said Rabi Kumar Dey filed Title Suit being Title Suit no. 173 of 2005 before the Court of the learned Civil Judge, Senior Division, Burdwan as plaintiff against said Jiban Bikash Hazra @ Jiban Krishna Hazra, son of Late Amaresh Chandra Hazra, Sudha Devi, wife of Awdhesh Prasad Singh and Udayan Bhattacharya, son of Fanindra Kumar Bhattacharya and Archana Chakraborty, wife of Kshitindra Kumar Chakraborty as defendants and during the pendency of the said Title Suit, said Sudha Devi, wife of Awdhesh Prasad Singh transferred the property to said Rabi Kumar Dey.

AND WHEREAS said Sudha Debi, wife of Awdhesh Prasad Singh while she owning and possessing the above mentioned demarcated property of Mouza-Nari, J.L. no.70, measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha (more or less) or i.e., 0.034 acre (more or less) out of 14 decimals and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred along with the confirming party namely

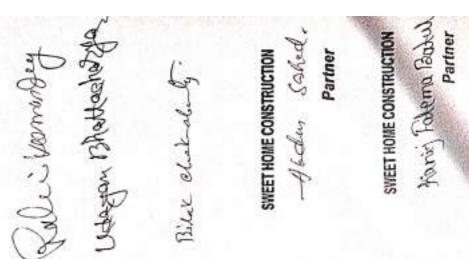
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Udayan Bhattacharya, son of Fanindra Kumar Bhattacharya and Archana Chakraborty, wife of Kshitindra Kumar Chakraborty in respect of the above mentioned property measuring an area schedule mentioned property of Mouza-Nari, J.L. no. 70, measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha or i.e., 0.034 acre (more or less) out of 14 decimals in the above mentioned property in favor of Shri Rabi Kumar Dey, son of Late Manindra Nath Dey by virtue of a registered deed of sale being Deed No. I-5881 dated 30-09-2003, registered in Book no. I, Volume No. 186, pages from 59 to 66, being Deed No. 5881 for the year 2003 which was registered in the Office of the A.D.S.R., Burdwan and thereafter, he had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and his name was recorded in the concerned L.R. record of rights under L.R Khatian No.3179, L.R. Plot No. 1504, of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the schedule mentioned property.

AND WHEREAS thus said Rabi Kumar Dey, son of Late Manindra Nath Dey i.e. the OWNER No.1 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179 (Rabi Kumar Dey) measuring an area 1553.08 sq. ft. + 1440 sq. ft. = 2993.08 sq. ft. or 0.069 acre more or less out of 14 decimals from various above mentioned sale deeds and mutated his name in the L.R. Khatian No. 3179.

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AND WHEREAS said Archana Chakraborty, wife of Sri Kshitindra Kumar Chakraborty while she owning and possessing the schedule mentioned property of Mouza-Nari, Jo.L. no.70, appertaining to L.R. Khatian No. 3180, L.R. Plot No. 1504, measuring an area 0.035 acre out of 14 decimals and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred the above mentioned property measuring an area 0.035 acre out of 14 decimals in favour of Bibek Chakraborty, son of Sri Kshitindra Kumar Chakraborty by virtue of a registered deed of Gift being Deed No. I-2120 dated 09- 04-2019, registered in Book no. I, Volume No. pages from to being Deed No. 2120 for the year 2019 which was registered in the Office of the D.S.R-II., Burdwan and thereafter, he had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and his name was recorded in the concerned L.R. record of rights under L.R Khatian No.44357, L.R. Plot No. 1504, of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the schedule mentioned property.

AND WHEREAS thus said Bibek Chakraborty, son of Sri Kshitindra Kumar Chakraborty i.e. the OWNER No.3 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 44357 (BibekChakraborty) measuring an area 1553.08 sq. ft. or 0.035 acre out of 14 decimals.

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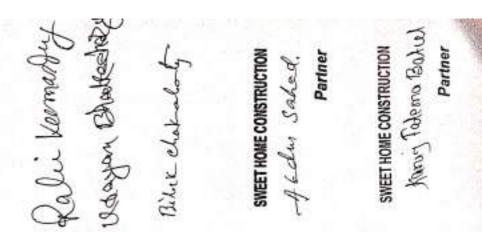
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AND WHEREAS the said Rabi Kumar Dey i.e. the OWNER No.1 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179 (Rabi Kumar Dey) measuring an area 0.069 acre and Udayan Bhattacharya, son of Late Fanindra Kumar Bhattacharya i.e. the OWNER No.2 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to L.R. Khatian no. 3181, L.R. Plot No.1504, measuring an area 0.036 acre and said Bibek Chakraborty, son of Sri Kshitindra Kumar Chakraborty i.e. the OWNER No.3 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the schedule mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 44357 measuring an area 0.035 acre, in total measuring an area 6099 sq. ft. more or less 14 decimals or 0.140 acre as per L.R. record of rights or more or less 14 decimals as per the deed . And thereafter, they jointly had exercised their right of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf. And their names were recorded in the concerned L.R. record of rights and upto date Govt. rent and municipal taxes or any other taxes had been paid in their names over the schedule mentioned property.

AND WHEREAS the owners i.e. the party to the First Part are now in absolute Khas possession of the land in the schedule mentioned property

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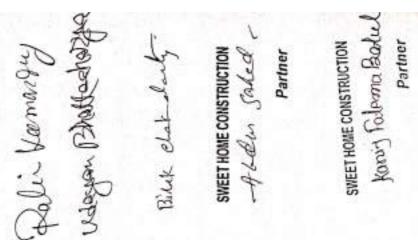
hereunder by exercising their right, title, interest by paying land Revenue to the State of West Bengal and mutated their names in the present L.R record of rights bef ore the Block Land and Land Reforms Officer, Burdwan-I at Purba Bardhaman and also in the assessment records of Burdwan Municipality and paid upto date Municipal taxes to the Burdwan Municipality.

AND WHEREAS the owners are lacking of an well-equipped organization to take up the project and to start and complete the proposed construction and by taking all forms of steps for developing the said property by providing funds from their own sources.

AND WHEREAS the OWNERS herein considering their lack of experience for making construction as well as due to paucity of fund, decided to make development of the property fully mentioned in schedule-Aconstructing multi-storeyed building, by appointing one suitable DEVELOPER with sufficient knowledge, experience & financial capability of making construction, subject to condition that the DEVELOPER shall give and handover the 40% of Built up area of 1* Floor to 4th Floor and 40% of parking area of the Ground Floor of the G+4 storied building proposed to be constructed on the property fully mentioned in schedule-A to the OWNER and the remaining 60% of Built up area of 1st Floor to 4th Floor and 40% of parking area of the Ground Floor shall be kept by the DEVELOPER.

AND WHEREAS the DEVELOPER herein coming to know the intention of the Owners herein, made approach for making development of the property fully mentioned in schedule-A with certain terms and conditions and the Owners herein considering the bonafide approach and also considering the fame & goodwill of the DEVELOPER herein, agreed to appoint the DEVELOPER for constructing the proposed multi-storied building and also conveyed some terms and conditions to the

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DEVELOPER herein and the DEVELOPER considering the bonafide terms, also agreed to accept the same

AND WHEREAS the parties herein considering each of their proposal have now agreed to accept the same and the parties herein for avoiding all legal complications, future disputes and for maintaining good relation do hereby agree on the following terms and conditions: -

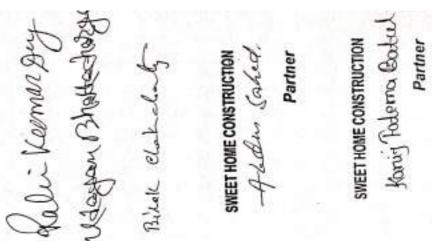
NOW THIS AGREEMENT WITHNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:

- 1. OWNERS: shall mean the aforesaid 1) RABI KUMAR DEY, PAN AEVPD2622Q, son of Late ManindranathDey, Indian by Nationality, Hindu by Religion, Retired Government Servant by Occupation, residing at Shastitala, Radhanagar Para, P.O. and P.S. Burdwan, PurbaBardhaman, PIN-713101, UDAYAN District BHATTACHARYA, PAN AXXPB5896R, son of Late Fanindra Kumar Bhattacharya, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at Radhakantapur, P.O. and P.S. Memari, Purba Bardhaman, PIN- 713146 and 3) CHAKRABORTY, PAN ACSPC6008J, son of Sri Kshitindra Kumar Chakraborty, Indian by Nationality, Hindu by Religion, Business, by Occupation, residing at Khanpukur, Kalna Gate, P.O. and P.S. Burdwan, District Purba Bardhaman, PIN- 713101, (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns)
- 2. DEVELOPER: shall mean and include the SWEET HOME CONSTRUCTION, PAN-AFAFS2271J, a business in the nature of partnership having its office at 109 Bahirsarbamongola Para, Nazrul Pally, P.O. Burdwan, Dist. Purba Bardhaman - 713101, being represented by two partners namely (1) ABDUS SAHED, son of Late

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Abduz Zaher Jamal Mehedi, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongala Para, Town, P.O. and P.S.-Burdwan, District Purba Bardhaman, Pin 713 101, and 2) KANIJ FATEMA BATUL, PAN- DPNPB9114K, wife of Abdur Rakib, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongala Para, Town, P.O. and P.S. Burdwan, District PurbaBardhaman, Pin 713 101,, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors, legal representatives, transferees and/or assigns)

3. TITLE DEEDS: shall mean all the documents of title relating to the said land, which shall be handed over and/or handed over in original to the Developer at the time of

to the Developer at the time of execution of the agreement.

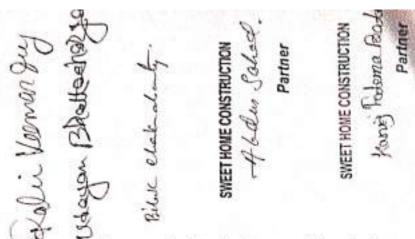
 PROPERTY: shall mean ALL THAT piece and parcel of land as described in the schedule-A of this deed described herein below,

hereinafter referred to as "said property"

5. BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

- 6. NEW BUILDING: shall mean the Multistoried Building (G+4)as per available sanctioned area, which is to be constructed over the property, mentioned in Schedule-A hereunder, as per plan to be sanctioned by the Burdwan Municipality and same will be named as "SWEET HOME APARTMENT"
- 7. CONSTRUCTED AREA: CONSTRUCTED AREA shall mean the space in the Building available for independent use and the occupation including the space demarcated for common areas and facilities.
- 8. FLAT: shall mean the covered space consisting of bed rooms, dining room, drawing room, toilet, kitchen, balcony etc. and all fittings and fixtures and common parts and spaces therein together with undivided

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impartible proportionate share or interest in the land comprising in the "New Building" together with common rights, facilities and amenities.

9. PARKING SPACE: means an area enclosed and covered in the ground floor of the New Building, sufficient in size to park vehicles with a driveway connecting the parking space with a street or alley and permitting ingress and egress of vehicle.

10. COMMON AREA, FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoymentas Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

11. SALEABLE SPACE: shall mean the flat/units/parking space in the building available for independent use and occupation of the selfcontained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

12. CARPET AREA: means net usable floor area of Flat, excluding the area covered by external walls, balcony or verandah but includes area covered by the internal partition walls of the Flat.

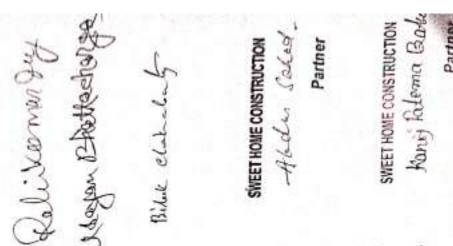
13. BUILT UP AREA: shall mean the Carpet Area of the Flat plus area of balcony or verandah plus thickness of the common external walls and pillars PROVIDED THAT if any external wall be common between two Flats then one - half of the area under such wall shall be included in each Flat.

14. OWNERS' ALLOCATION- shall mean the 40% of the total built up area of 1st to 4th Floor of the proposed G+4 storied building and 40% of the parking space of the Ground Floor of the said building to be allocated to the OWNERS;

Against 40% of the total built up area of 1st to 4th Floor of the proposed G+4 storied building the owners will take-

- Flat No. A, B and C of the 2nd Floor together with undivided proportionate share of land and common areas and facilities as per sanctioned Building plan of the proposed new G+4 storied Building
- Flat No. A of the 4th Floor together with undivided proportionate

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share of land and common areas and facilities as per sanctioned Building plan of the proposed new G+4 storied Building

■ Balance of unadjusted built up area of the owners will be adjusted from the built up area of the Flat No. C of the 4th Floor together with undivided proportionate share of land and common areas and facilities as per_o sanctioned Building plan of the proposed new G+4 storied Building, which the Owners and Developer will sale jointly and share the consideration proportionately on the basis of the ratio of unadjusted built up area

Against the 40% of the parking space the owners will take-

 40% of the Parking space of the ground floor as per sanctioned Building Plan

Beyond the above the owners shall have no other claim in the property.

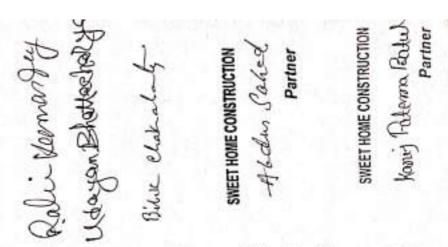
Be it mentioned that covered area of flats of the other floors of the building will be almost symmetrical with the area of the flats of first floor of the building.

15. DEVLOPERS' ALLOCTION- shall mean the 60% of the total built up area of 1st to 4th Floor of the proposed G+4 storied building and 60% of the parking space of the Ground Floor of the said building to be allocated to the DEVELOPER;

Against 60% of the total built up area of 1st to 4th Floor of the proposed G+4 storied building the Developer will take-

- Flat No. A, B and C of the 1st Floor and 3rd Floor together with undivided proportionate share of land and common areas and facilities as per sanctioned Building plan of the proposed new G+4 storied Building
- Flat No. B of the 4th Floor together with undivided proportionate share of land and common areas and facilities as per sanctioned Building plan of the proposed new G+4 storied Building
- Balance of unadjusted built up area of the Developer's Allocation will be adjusted from the built up area of Flat No. C of the 4th Floor together with undivided proportionate share of land and common areas and facilities as per sanctioned Building plan of

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the proposed new G+4 storied Building, which the Owners and Developer will sale jointly and share the consideration proportionately on the basis of the ratio of unadjusted built up area

Against the 60% of the parking space the owners will take-

- 60% of the Parking space of the ground floor as per sanctioned Building Plan
- 16. TRANSFER: shall mean and included transfer by delivery of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

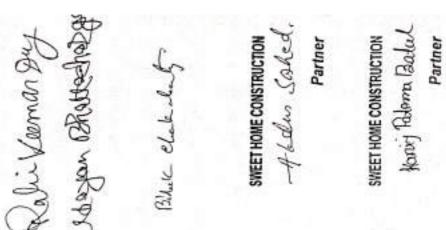
ARTICLE - II : COMMENCEMENT & DURATION

1. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/parking space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will be coming to an end.

ARTICLE - III: OWNERS' DECLARATION, RIGHTS AND RESPONSIBILITIES

- The OWNERS hereby declare that they are the joint and absolute owners of the A-scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.
- That the OWNERS hereby agree that they will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of

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the DEVELOPER and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the *competent Court Authority Concern.

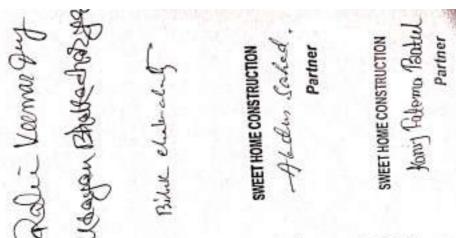
3. That the OWNERS hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the OWNERS also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the OWNERS herein.

4. That the OWNERS shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute. If any restraining order comes into force due to act of any third party or contagious land owners, then the litigation cost will be shared by DEVELOPER and OWNERS in 50:50 ratio. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the OWNERS' ALLOCATION shall not be considered the delay on the part of the DEVELOPER.

5. That the OWNERS hereby undertake(s) to deliver and/or handover all the Photostat copy and/or Original of all the Deeds and documents to the DEVELOPER at the time of execution of this Agreement and if the Original documents is not delivered in favour of the DEVELOPER, then produce all the Original documents, whenever called for production of the same by the DEVELOPER.

 That the OWNERS hereby giving exclusive license to the DEVELOPER to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the DEVELOPER to enter into agreement for sale, lease, transfer, mortgage and to dispose of the

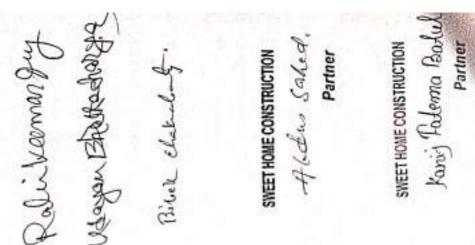
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DEVELOPER'S ALLOCATION together with right to assignment of all the rights title interest of this agreement to any third party and the OWNERS will give necessary consent for betterment of this project without raising any objection to that effect save and expect the OWNERS' ALLOCATION as mentioned.

- 7. The OWNERS hereby agree to execute a Registered Development Power of Attorney in favour of the DEVELOPER or its nominated person/s in respect of the DEVELOPER'S ALLOCATION and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the OWNERS herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser(s).
 - The OWNERS hereby undertakenot to do any act, deeds or things by which the DEVELOPER may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the DEVELOPER'S ALLOCATION.
 - 9. That the OWNERS hereto without being influenced or provoked by anybody do hereby categorically declared that the DEVELOPER shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the OWNERS shall have no financial participation and or involvement. The DEVELOPER shall handover the complete habitable peaceful vacant possession of the OWNER'S ALLOCATION within 24 (twenty four) months from the date of commencement of work after sanction of the Building Plan by concerned Municipality and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6 (Six)





months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the DEVELOPER.

10. That the owners shall have to clear all the dues, if any due is caused due to extra work other than the specification of flat as mentioned in the schedule-B below.

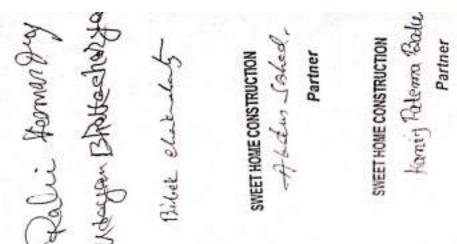
ARTICLE - IV: DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

 The DEVELOPER hereby agreed to complete the G+4 storied building over the property as per plan as sanctioned by the concerned Municipal Authority with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+4-storied Building will be submitted for sanction before the concerned Municipality

2. All applications plans papers and documents as may be required by the DEVELOPER for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the DEVELOPER with due signature of the OWNERS or on behalf of the OWNERS as may be required and all costs, expenses and charges for construction of the building thereon will be paid by the DEVELOPER.

3. The DEVELOPER hereby agreed to deliver possession of the OWNERS' ALLOCATION in the proposed new building within aforesaid stipulated months from the date of sanction of the Building Plan, and if required, the OWNERS will further allow aforesaid stipulated months for delivery of possession of the owners' allocation without claiming any damages. It is also agreed that the delivery of possession of the OWNERS' ALLOCATION will be made first and after that the DEVELOPER will be entitled to handover possession and /or executed Deed of Conveyance of the DEVELOPER'S ALLOCATION and if require for benefits of the parties hereto before or after completion of the building, necessary supplementary Agreement will be executed. Be it pertinent to mention here that the DEVELOPER will obtain Completion Certificate (C.C.) at its own costs/ expenses and Xerox copy of the same will be given to all

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the flat owner(s)/unit owner(s)/occupier(s) of the units of the newly

constructed building.

4. That the notice for delivery of possession of the OWNERS' ALLOCATION shall be delivered by the DEVELOPER in writing or though the Advocate of the DEVELOPER either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the OWNERS are bound to take possession within 15 (fifteen) days from the date of service of this letter. If the OWNERS fail(s) to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the DEVELOPER shall be entitled to transfer the Developer's Allocation without any further notice.

 That the DEVELOPER shall have every responsibility for the incidents occurred during the course of construction and the OWNERS shall

have no responsibility for the same.

 That after completion of the building and handover the same to the OWNERS and Intending Purchaser(s), the DEVELOPER shall have no liability for any incident occurred in the said Building.

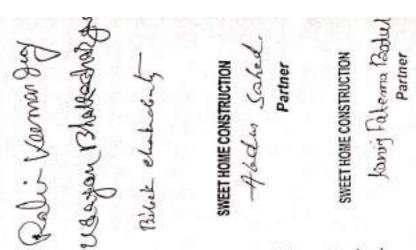
ARTICLE - V. CONSIDERATION & PROCEDURE

- In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the DEVELOPER is/are entitled to get Developer's allocation as defined herein.
- 2. If the DEVELOPER fails to deliver possession of the owners' Allocation within the stipulated period, then the OWNERS will be entitled to get compensation/damages from the DEVELOPER as deemed fit by the DEVELOPER. Be it mentioned here that the Time will be essence of the contract.

ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

 The DEVELOPER shall on completion of the building put the OWNERS in undisputed possession in respect of the owners' allocation together

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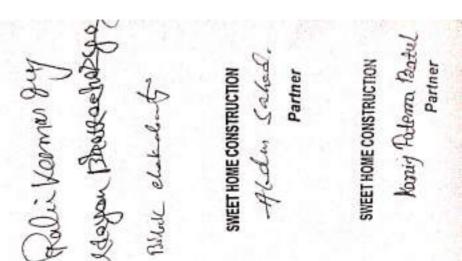
with the right to enjoy the common facilities and amenities attached thereto with other of the flat/ units/parking space etc.

- 2. The DEVELOPER being the party of the other part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/ space together with right to proportionate share of land provided under the Developer's Allocation in the property to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the DEVELOPER shall think fit and proper.
- 3. The DEVELOPER shall at its own costs, construct and complete the building at the said property strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time.
- 4. That the DEVELOPER shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/ parking space on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the OWNERS to the DEVELOPER for their respective meters in the individual name(s) of the OWNERS. It is also mentioned that the DEVELOPER will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the OWNERS.

ARTICLE - VII. COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS:

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 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupies of the building.

 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipality concern in this behalf.

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

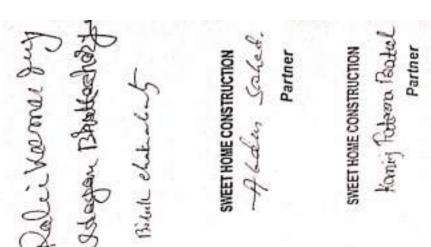
said laws and regulations.
4. The respective allotee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.

7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of

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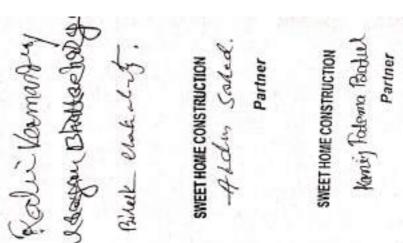


repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE - VIII. OWNER'S DUTY & INDEMNITY

- 1. The OWNERS doth hereby agree and covenants with the DEVELOPER not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said property and if any such interference or hindrance is caused by the OWNERS or their heirs, agents, servants, representatives causing the OWNERS or their heirs, agents, servants, representatives causing the owners or impediments to such construction the OWNERS will be hindrance or impediments to such construction the OWNERS will be be settled by the parties amicably. It is also further agreed that if the be settled by the parties amicably. It is also further agreed that if the DEVELOPER is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious landowner, then OWNERS will be liable to pay cost of litigation to the DEVELOPER, which will be incurred by the DEVELOPER.
 - 2. The OWNERS or their legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/ units/ parking space of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the OWNERS shall pay firstly total Agreement of the constructed area with damage together with market price of the constructed area with damage together with interest on investment intimation for such intention.
 - 3. It is agreed that the OWNERS will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the DEVELOPER.

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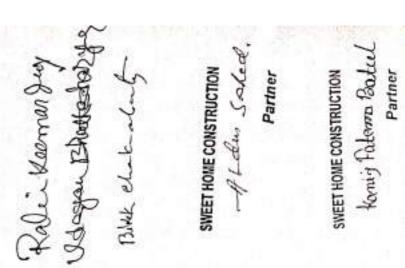


- 4. That the OWNERS and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the DEVELOPER and also for the betterment of the project on the same terms and conditions mentioned herein.
- 5. The OWNERS or his/her/their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the DEVELOPER shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the DEVELOPER is prevented by the OWNERS without any reasonable and/or justified reason, then the OWNERS or his/her/ their legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - IX. DEVELOPER'S DUTY

- That the DEVELOPER hereby agree(s) and covenants with the OWNERS not to do any act, deed or things whereby the OWNERS /is/ are prevented from enjoying selling disposing of the owners' allocation in the building at the said property after delivery of Re-possession thereof to the OWNERS and also obtain Completion Certificate (C.C.) from the competent Authority at its own costs and expenses.
- 2. The DEVELOPER hereby undertake/s to keep the OWNERS indemnified against all third party claims and actions arising out of any sort of act or omissions of the DEVELOPER in relating to the making of construction of the said building. The DEVELOPER shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

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ARTICLE - X. FÖRCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation
hereunder to the extent that performance of the relative obligation is
prevented by the existing of "Force Majeure" and shall be suspended
from obligations during the duration of the Force Majeure, which also
includes non-availability of Building materials due to Government
Notifications or against notification or rules and regulations of the
other appropriate authority and also includes mass stopping of work in
the locality against notification or rules and regulations of the other
appropriate authority.

ARTICLE - XI. ARBITRATION CLAUSE

 It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

ARTICLE - XII. MISCELLANEOUS

- The OWNERS and DEVELOPER hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
- 2. As and from the date of getting Completion Certificate of the building the DEVELOPER and/or its transferees and the OWNERS and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

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 The building to be constructed by the DEVELOPER shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

4. The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the building on and from the date of execution of the agreement upto the date of delivery of possession. After getting the possession of the flats all the flats OWNERS will pay all property taxes and other dues and outgoings in respect of the building according to his/her/their shares.

5. As soon as the respective self-contained flat is completed the DEVELOPER shall give written notice to the OWNERS requiring the OWNERS to take possession of the owner's allocation in the newly constructed building and after15 (fifteen) days from the date of service of such notice and at all times, thereafter the OWNERS shall be exclusively responsible for payment of municipal and property taxes exclusively responsible for payment of municipal and property taxes other public outgoings and impositions whatsoever (hereinafter for the other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole.

6. The OWNERS and DEVELOPER shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the OWNERS and the DEVELOPER. The OWNERS hereby agreed that he/she/they shall keep DEVELOPER. The OWNERS hereby agreed that he/she/they shall keep each other indemnified against all claims actions demands, costs, each other indemnified against all claims actions demands, costs, each other indemnified against all claims actions demands, costs, each other indemnified against all claims actions demands, costs, each other indemnified against all claims actions demands, costs, each other indemnified against all claims actions demands, costs, each other indemnified against the DEVELOPER will be entitled to against the OWNERS for the same the DEVELOPER will be entitled to get damages.

 If during continuation of this agreement the DEVELOPER obtains any further permission of construction of floor(s) for G+4 storied / G+5 storied / more higher storied building from Competent Authority by

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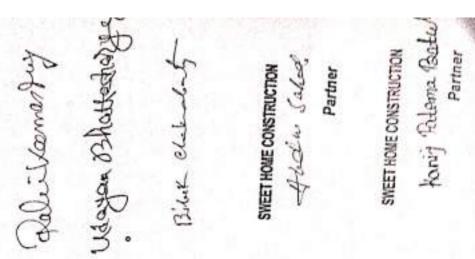
way of Sanctioned Plan, then the DEVELOPER may raise said additional floor(s) over the said roof of G+4 storied building which is to be constructed in accordance with the said Plan and that will be allotted among the OWNERS and DEVELOPER in 35:65 ratio. If any situation arises in future so that it is required to rectify or amend or alter this Development Agreement then on the basis of mutual discussion the parties to this Development Agreement shall executed supplementary agreement.

8. That Developer's Advocate will prepare a general format of Agreement for sale and Deed of Conveyance and both owner and developer will transfer their respective allocation maintaining said general format. Legal Fees and GST and other taxes will be borne by the OWNERS and DEVELOPER for their respective allocations.

ARTICLE - XII, INTERPRETATIONS:

- Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- Masculine gender shall include feminine and neuter genders and vice versa.
- 3) The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 4) Words denoting singular number shall include the plural and vice versa as applicable.
- Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

Frank



SCHEDULE -A

(Said Property)

All That piece and parcel of shall class of land measuring about 6099 square feet (more or less) or more or less 0.14 acre of Mouza-Nari, J.L. No. 70, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179, 3181, 44357, OUT OF IT defined and demarcated 4079 sq.ft. area or more or less 0.0936 acre (shown in the site plan annexed with this deed) which is recorded as Holding No. 1/1, under the jurisdiction of Ward No. 6 under Mahalla- Saski of Burdwan Municipality, butted and bounded as follows:

On the North:

R.S. Plot No.667 (P)

On the South:

R.S. Plot No.666 (P)

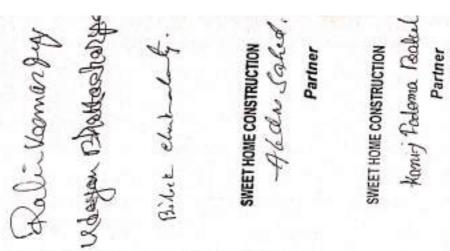
On the East:

R.S. Plot No.666 (P)

On the West:

28ft wide Kalna Road

Hayput



THE SCHEDULE-B(ABOVE RÉFEREED TO)

(SPECIFICATIONS)

BUILDING STRUCTURE:- Reinforced Cement Concrete (2:3:6),

CEMENT- Only Ultratech /ACC/ Ambuja/ Dalmia
Cement will be used in the construction.

Only TMT of Thermocorn / Captain / Elegant

/SRMB /Shyamsteel will be used

MAIN WALLS & 200 MM/250 MM Thick Cement AAC Block for PARTITION WALLS:- Main Walls and 125 MM Thick and 75 MM

Thick Cement AAC Block for Flat Separating Wall and Partition Walls inside the

respectively,

FLOOR:- At bed Room, lobby, dining cum drawing and

balcony - 2'0" x 2'0" vitrified tiles

At bath room - Floor- vitrified antiskid tiles

wall - Tiles upto 6ft

At Kitchen- Floor - Vitrified Tiles

Wall- Tiles Table- Marble

Staircase and Landing

Staircase- Marble Landing- Marble

PLASTERING:- Plasteri

Plastering to external walls will be of 20 mm thick in 1:5 Cement, Sand and Mortar,

Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and

Mortar.

Cement to be used- Ultratech /ACC/ Ambuja/

Dalmia Brand

WOODWORK AND

TOINERY:-

TMT

4" x 2.5" Malayasian Sal Wood or equivalentsection for Door frame, 32 mm, Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNER will be made of quality Flush

Jullet

Rolling Karmer Bug Ad ogen Bhalsachery Rick electers. SWEET HOME CONSTRUCTION A baden Saled. Partner Harry Folloma Battel.

door.

priming coat

M, S, GRILL WORKS:-

PAINTING:-

PARKING AREA:-

HARDWARE FITTINGS AND FIXTURES:-

ELECTRICAL WORKS:-

All windows will be aluminum framed sliding along with grill and necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass. All the internal wall surfaces and the ceiling will befinished with wall putty. The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be

The Parking areas will be finished withnest cement finish,

finished withenamel paint after necessary

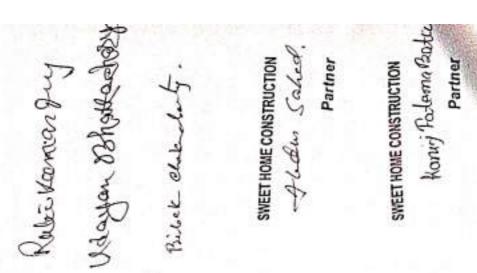
All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat Door stoppers will be fixed in every door.

All the electrical lines will be concealed with copperwires, with PVC conduit (ISI BRAND). Each flat will have the following electrical points.

Each Bed Room -Three light points, One Plug point, OneFan Point, one 15KVA A.C. Point

Drawing cum Dinning Space -Three light Points, Two Fan Points, One Plug Point, one

franky



Freeze point.

Kitchen One light Point, One Power Point, One

Exhaust fan point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be

provided in one toilet

Overhead water reservoir will be provided. Submersible pump will be installed to delever

water in the overhead water reservoir.

There will be one PVC main line (2") for overhead for each flat will connected through that line itself with fittings with proper and

necessary valves. For external drainage P.V.C. pipes will be

used.

The drainage line will be connected to the septic tank of the building as per approved

Building plan

Each toilet will be provided with one shower, oneAnglo Indian (/European commode in attached W.C.). Necessary taps

provided in the toilets.

Each Kitchen space will be provided with one cookingplatform finished with one still sink

with required water connections.

P.V.C. (Three layer)

As per approved Building plan

WATER SUPPLY & DRAINAGE:-

TOILET FITTINGS & FIXTURES:-

KITCHEN SPACE:-

OVER HEAD TANK:-

LIFT -

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

SIGNED SEALED AND DELIVERED In the presence of the following WITNESSES:-

1. Neight arlan Ainfan 3/2 Late Ati - Hamain Milan 2 Knishapen Burham

Hali Korman gry Udayan Bhattasharya

Bilek chileaberty.
SIGNATURE OF THE OWNERS

A Lam Sahed.

Partner

SWEET HOME CONSTRUCTION

SIGNATURE OF THE DEVELOPER

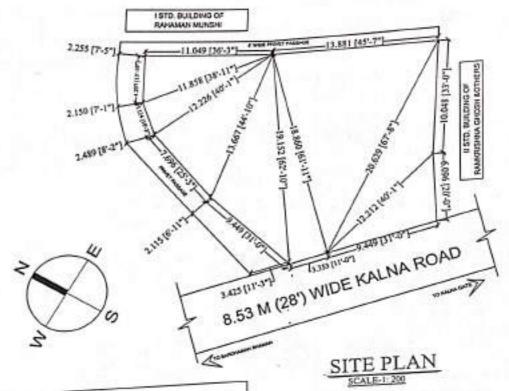
Drafted by me as per instructions of the Parties hereto Read over and Explained by me and Prepared in my office: -

Ayan Prosad Konar

Advocate Enrolment No. - WB/681/2006 Dist. Judges' Court Burdwan

KETCH PLAN FOR THE AGREEMENT PURPOSESE, LAND OWNER OF 1) BIBEK CKAKRABORTY, S/O- KSHITINDRA CKAKRABORTY, RABI KUMAR DEY, S/O- LATE MANINDRA KUMAR DEY. 3) UDAYAN BHATTACHARYA, S/O- LATE FANINDRA BHATTACHARYA, BETWEEN DEVELOPER "SWEET HOME CONSTRUCTION" 109, B.S. PARA, NAZRUL PALLY, IT'S PARTNER 1) ABDUS SAHED & 2) KANIJ FATEMA BATUL AT MAHALLA:-SOSKI, WARD NO.:-6, HOLDING NO.:-1/1, ON MOUZA:- NARI, J.L. NO.:-70, R.S. PLOT NO.:-667, R.S. KH. NO.:-8,L.R. PLOT NO.:-1504, L.R. KH. NO.:-44357,3179,3181, P.S. & DIST:-BURDWAN, UNDER BURDWAN MUNICIPALITY.

OWNERS AREA OF LAND = 4079 SQ.FT. NATURE OF LAND -BASTU



Rali Keeman dy Udaysan Bhaltacherya Bilok elakalaty.

LAND OWNER

Sunting (Min Reg and MELKS THE 1811 and Marie partly -437398941

DRAWN BY

SWEET HOME CONSTRUCTION

Saked day

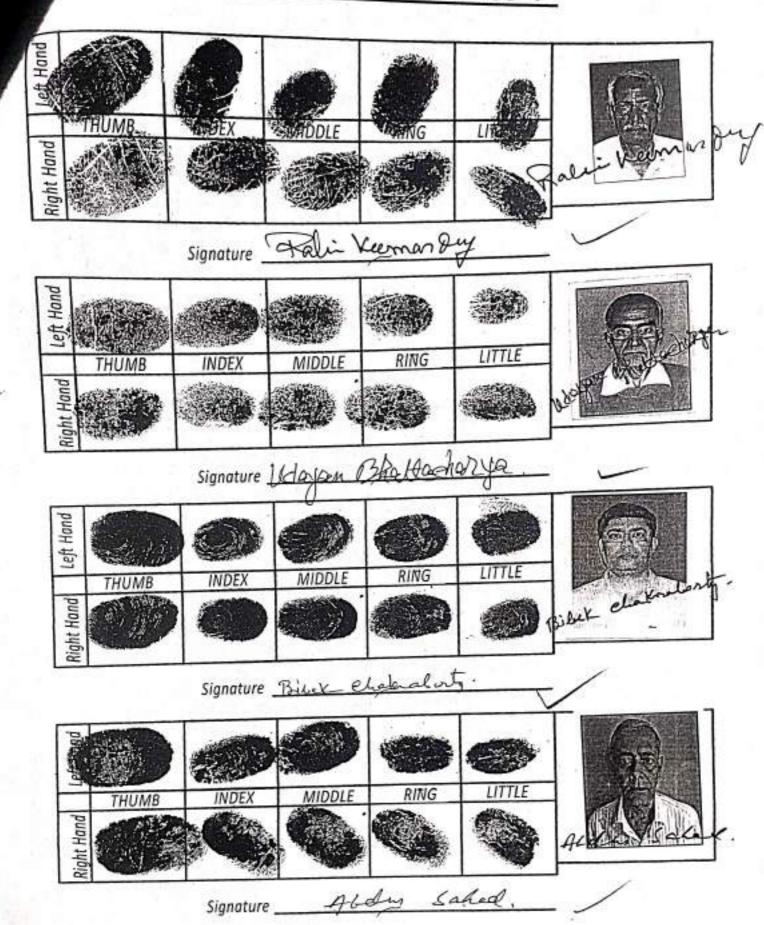
Partner

SWEET HOME CONSTRUCTION

Your Paterna Barkel Partner

DEVELOPER

-: Finger Print & Photo :-



-: Finger Print & Photo :-

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Signature .

Major Information of the Deed

Deed No	I-0203-09425/2023	D. S. S. C.
Query No./Year		Date of Registration 08/12/2023
Query Date	0203-2002957616/2023	Office where deed is registered
The second secon	01/12/2023 4:14:09 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman
Applicant Name, Address & Other Details	A I MIRDAH KRISHNAPUR Thana : Bardhami	
Transaction	and the second second second	Additional Transaction
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]
Set Forth value	等。二字 "小学说是这些人们就可以的生	Market Value
BU II		Rs. 58,12,582/-
Stampouty Paid(SD)	A TORNE SANCY OF BUILDING	· · · · · · · · · · · · · · · · · · ·
Rs. 7,010/- (Article:48(g))		Rs 14/- (Article:E, E)
Remarks	Received Rs. 50/- (FIFTY only) farea)	rom the applicant for issuing the assement slip.(Urban

Land Details :

District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Kalna Bye Pass, Mouza: Nari, , Ward No: 6 Jl No: 70, Pin Code: 713101

_	Number RS-667	Khatian Number RS-8	Proposed Bastu	CALL COLUMN TWO	Area of Land 4079 Sq Ft	Value (In Rs.)	III Sectionieus a	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
	Grand	Total :	_		9.3477Dec	0 /-	58,12,582 /-	

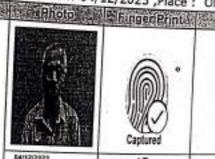
Name:	Photo	Finger Print	Signature
Mr RABI KUMAR DEY (Presentant) Son of Late MANINDRANATH DEY Fxecuted by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office		Captured	Reliivemes by
, cinc	8412/2023	6412(202)	04123033

SHASTITALA RADHANAGAR PARA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx2Q, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place: Office

Mr UDAYAN BHATTACHARYA

2

Son of Late FANINDRA KUMAR BHATTACHARYA Executed by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office



cidyon Statesterya

04/13/2023

9412/2023 RADHAKANTAPUR, City:- , P.O:- MEMARI, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713146 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxx6R, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/12/2023

Admitted by: Self, Date of Admission: 04/12/2023 ,Place: Office

Name Signature Signature Mr BIBEK CHAKRABORTY Son of Shri KSHITINDRA

KUMAR CHAKRABORTY Executed by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office





Marie ceremine 5.

KHANPUKUR KALNA GATE, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx81, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/12/2023

Admitted by: Self, Date of Admission: .04/12/2023 ,Place: Office

Developer Details:

Name Address Photo Finger print and Signature No

SWEET HOME CONSTRUCTION

109 BAHIRSARBAMONGALA PARA NAZRUL PALLY, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, PAN No.:: AFxxxxxx1J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details: nto Finger print and Signature No Photo: ABDUZ ZAHER te of Execution -04/12/2023, , Admitted by: Self, Date of Admission: 04/12/2023, Place of 04/12/2023 Admission of Execution: Office 109 BAHIRSARBAMONGALA PARA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxxx4R, Aadhaar No Not Provided by UIDAI Status: Representative Pagents. Status: Representative, Representative of : SWEET HOME CONSTRUCTION (as PARTNER) Photo - SEinger Print KANIJ FATEMA BATUL Wife of ABDUR RAKIB Date of Execution -04/12/2023, , Admitted by: Self, Date of Admission: 04/12/2023, Place of 04/12/2023 Admission of Execution: Office 109 BAHIRSARBAMONGALA PARA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman District-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: DPxxxxxx4K, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWEET HOME CONSTRUCTION (as PARTNER)

Identifier Details : Name	Photo	Finger Print	Signature	
Mr MAJHARUL ISLAM MIRDA Son of Late ALI HOSSAIN MIRDAH KRISHNAPUR, City: Burdwan, P.O:- RAJBATI, P.S:-Bardhaman Dietics: Purba Bardhaman, West	Captured		miner one mil	
Bengal, India, PIN:- 713104	2.145,00022	04/12/2023	04/12/2023	
	04/12/2023	U4/12/2020	BIBEK CHAKRABORTY, ABOUS SAHED.	

	fer of property for L1	To. with area (Name-Area)
	Mr RABI KUMAR DEY	SWEET HOME CONSTRUCTION-3.11591 Dec
2	Mr UDAYAN BHATTACHARYA	SWEET HOME CONSTRUCTION-3.11591 Dec
3	Mr BIBEK CHAKRABORTY	SWEET HOME CONSTRUCTION-3.11591 Dec

Endorsement For Deed Number: 1 - 020309425 / 2023

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

Presented for registration at 12:00 hrs on 04-12-2023, at the Office of the A.D.S.R. Bardhaman by Mr. RABI KUMAR DEY, one of the Executants.

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 58.12.582/-

Execution is admitted on 04/12/2023 by 1. Mr RABI KUMAR DEY, Son of Late MANINDRANATH DEY, SHASTITALA RADHANAGAR PARA P.O. PURBINANATA

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession attraction of the Person 2 McUDAYAN BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession RADHANAGAR PARA, P.O. BURDWAN, Thana: Bardhaman Retired Person, 2. Mr UDAYAN BHATTACHARYA, Son of Late FANINDRA KUMAR BHATTACHARYA. RADHAKANTAPUR, P.O. MEMARI, Thana: Memari, , Purba Bardhaman, WEST BENGAL, India, PIN - 713146, by caste Hindu, by Profession Research Caste Hindu, by Profession Business, 3. Mr BIBEK CHAKRABORTY, Son of Shri KSHITINDRA KUMAR

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession CHAKRABORTY, KHANPUKUR KALNA GATE, P.O. BURDWAN, Thana: Bardhaman

Indetified by Mr MAJHARUL ISLAM MIRDAH, . . Son of Late ALI HOSSAIN MIRDAH, KRISHNAPUR, P.O. RAJBATI, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative] Execution is admitted on 04-12-2023 by ABDUS SAHED, PARTNER, SWEET HOME CONSTRUCTION, 109 BAHIRSARBAMONGALA PARA NAZRUL PALLY, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr MAJHARUL ISLAM MIRDAH, . . Son of Late ALI HOSSAIN MIRDAH, KRISHNAPUR, P.O. RAJBATI,

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Thana: Bardhaman

Execution is admitted on 04-12-2023 by KANIJ FATEMA BATUL, PARTNER, SWEET HOME CONSTRUCTION, 109 BAHIRSARBAMONGALA PARA NAZRUL PALLY, City:- Burdwan, P.O:- BURDWAN, P.S.-Bardhaman

Indetified by Mr MAJHARUL ISLAM MIRDAH, . , Son of Late ALI HOSSAIN MIRDAH, KRISHNAPUR, P.O. RAJBATI,

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Thana: Bardhaman

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2023 11:44AM with Govt. Ref. No: 192023240305397348 on 04-12-2023, Amount Rs: 14/-, Bank: SBI EPay (SBIePay), Ref. No. 5862444164037 on 04-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 5,000:00/-, by online = Rs 2,010/-Description of Stamp

 Stamp: Type: Impressed, Serial no 4014, Amount: Rs.5,000.00/-, Date of Purchase: 30/11/2023, Vendor name:

Colors Mehabut. Golam Mohabub

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of V/B Online on 04/12/2023 11/4/44444. Online on 04/12/2023 11:44AM with Govt. Ref. No: 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIePay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPay (SRIEPay) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPAY (SRIEPAY) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPAY (SRIEPAY) Pof No. 192023240305397348 on 04-12-2023, Amount Rs: 2,010/-, Bank: SBI EPAY (SRIEPAY) Pof No. 192023240305397348 on 04-12-2023 SBI EPay (SBIePay), Ref. No. 5862444164037 on 04-12-2023, Head of Account 0030-02-103-003-02

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

On 08-12-2023

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number 43 (g) of Indian Stamp Act 1899.

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 0203-2023, Page from 252638 to 252691 being No 020309425 for the year 2023.



5-

Digitally signed by SANJIT SARDAR Date: 2023.12.11 16:14:36 +05:30 Reason: Digital Signing of Deed.

(Sanjit Sardar) 11/12/2023 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.