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 Attached Affidavit NO. 2120
 dt. 17/01/23 before 9th Court, Alipore

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

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ADSR Office
 South 24 Parganas

30 MAR 2023

30 MAR 2023

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 29th day of March, 2023 (Two Thousand Twenty Three)

BETWEEN

13369

27 MAR 2023

Sl. No. Date

Rs. 5000/-

Name. Debrath Saha (Ach)

Address. Alipore Judges Court, Kol-27



SMRITI BIKASH DAS
Govt. Licence Stamp Vender
Alipore Police Court
Kol-27

700080 H

हस्ताक्षर - 1 जमावत अर्ज तह हस्ताक्षर
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(Signature)

A.D.S.R. Garia
South 24 Parganas

30 MAR 2023

Jayanta Mondal
20 At. Sanat Ko. Mondal
Alipore Judges Court.
Kol-27.
Law Clerk.

SRI KINU SARDAR alias **KINURAM SARDAR** (PAN - (AQTPS1031J) AQTPS1031J, Aadhaar No. 3916 4604 5769, Mobile No. 9831173352), son of Late Hemanta Sardar alias Hemanta Kumar Sardar, by faith - Hindu, by occupation - Business, residing at Purba Para, Post Office - Laskarpur, Police Station - Sonarpur now Narendrapur, Kolkata - 700153, in the District : South 24-Parganas, hereinafter called and referred to as the **"LANDOWNER"** (which term or expression shall unless excluded by or repugnant to the context hereto be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

KRIT CONSTRUCTION (PAN - ATQPS3753D), a sole Proprietorship Firm having its office at 4/13B, Bijoygarh, Police Station - Jadavpur, Kolkata - 700032 represented by its sole Proprietor **SRI SHYAMAL**

KRIT CONSTRUCTION
Shyamal Saha.
Proprietor

Kinu Sardar
Kinu Ram Sardar

SAHA (PAN - ATQPS3753D, Aadhaar No. 3370 8812 4847, Mobile No. 9831475116), son of Late Netai Saha, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 32, New Bikramgarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context hereto be deemed to mean and include its Proprietor, office-in-charge, heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS originally Binoy Sardar, son of Late Jadab Sardar, was the owner of several landed properties including the land measuring more or less 13 Decimal i.e. 8 (Eight) Cottahs 2 (Two) Chittacks 30 (Thirty) Square Feet lying and situate of Mouza - Laskarpur, J.L. No. 57, R.S. No. 174, Pargana - Magura, Collectorate Touzi No. 3-5, under R.S. Khatian No. 29, L.R. Khatian No. 539 and 250,

comprised in R.S. Dag 1095, L.R. Dag No. 2672 within the Police Station and Sub-Registration Office - Sonarpur, in the District : 24-Parganas now South 24-Parganas.

AND WHEREAS out of natural love and affection said Binoy Sardar transferred the said property in favour of his son Hemanta Sardar alias Hemanta Kumar Sardar by a registered Deed of Gift in vernacular on 06.06.1974 in the office of the Sub-Registrar Sonarpur recorded in Book No. I, Volume No.42, Pages 61 to 66, Being No. 2150 for the year 1974 without imposing any condition .

AND WHEREAS by virtue of the said registered Deed of Gift said Hemanta Sardar alias Hemanta Kumar Sardar became the sole and absolute owner and absolutely seized and possessed the aforesaid property by mutating his name in the record of the B.L. & L.R.O. and had been paying khazna during his lifetime.

AND WHEREAS while thus seized and possessed the aforesaid property said Hemanta Sardar alias Hemanta Kumar Sardar died intestate leaving behind his wife Smt Gyanada Sardar, two sons Kinu Sardar alias Kinu Ram Sardar, Dulal Sardar alias Dulal Kumar Sardar and four daughters namely Pramila Naskar, Chapala Naskar, Kalpana Mondal and Basanti Sardar to inherit the aforesaid property left by said Hemanta Sardar alias Hemanta Kumar Sardar according to the Hindu Law of Succession .

AND WHEREAS by way of inheritance said Gyanada Sardar, Kinu Sardar alias Kinu Ram Sardar, Dulal Sardar alias Dulal Kumar Sardar, Pramila Naskar, Chapala Naskar, Kalpana Mondal and Basanti Sardar became the joint owners and co-sharers having $1/7^{\text{th}}$ share each of the property left by Hemanta Sardar .

AND WHEREAS for urgent need of money said Pramila Naskar, Chapala Naskar, Kalpana Mondal and Basanti

Sardar sold, transferred and conveyed their undivided share in favour of Kinu Sardar alias Kinu Ram Sardar, Dulal Sardar alias Dulal Kumar Sarda by a registered Deed of Sale in vernacular on 09.05.1989 in the office of the Additional Sub-Registrar Sonarpur recorded in Book No. I, Volume No. 56, Page from 115 to 121, Being No. 2825 for the year 1989.

AND WHEREAS by way of inheritance as per Hindu Succession Act, 1956 and by virtue of the said registered Deed of Sale said Kinu Sardar alias Kinu Ram Sardar, Dulal Sardar alias Dulal Kumar Sardar became the joint Owners and co-sharers of several landed properties including the land measuring more or less 13 Decimal i.e. 8 (Eight) Cottahs 2 (Two) Chittacks 30 (Thirty) Square Feet togetherwith 400 Square Feet asbestos shed structure lying and situate of Mouza - Laskarpur, J.L. No. 57, R.S. No. 174, Pargana - Magura, Collectorate Touzi No. 3-5, under R.S. Khatian No. 29, L.R. Khatian No. 539

and 250, comprised in R.S. Dag 1095, L.R. Dag No. 2672 within the Police Station and Additional Sub-Registration Office – Sonarpur, in the District : 24-Parganas now South 24-Parganas within the municipal limits of Rajpur Sonarpur Municipality Ward No.31, Holding No. 1161 & 1162 Purba Para Road .

AND WHEREAS to avoid any future disputes and differences and also for better enjoyment of the said property in different Lots said Kinu Sardar alias Kinu Ram Sardar, Dulal Sardar alias Dulal Kumar Sardar mutually partitioned their joint property by metes and bounds by a registered Deed of Partition in vernacular on 19th January, 2023 in the office of the Additional Sub-Registrar, Garia, District : 24-Parganas (South) and recorded in Book No. I, Volume No. 1629-2023, Page from 13277 to 13299, Being No. 162900305 for the year 2023.

AND WHEREAS by virtue of the said registered Deed of Partition the Landowner herein being the Party of the Second Part has got Plot No. B marked with GREEN border measuring more or less an area 4 Cottahs 1 Chittak 15 Square Feet togetherwith 200 Square Feet asbestos shed structure lying and situate of Mouza - Laskarpur, J.L. No. 57, R.S. No. 174, Pargana - Magura, Collectorate Touzi No. 3-5, under R.S. Khatian No. 29, L.R. Khatian No. 250, comprised in R.S. Dag 1095, L.R. Dag No. 2672 within the Police Station and Sub-Registration Office - Sonarpur, in the District : 24-Parganas now South 24-Parganas.

AND WHEREAS thus being in possession of the aforesaid property the Landowner herein mutated his name in the record of the B.L. & L.R.O. and un L.R. Khatian No.250 comprised in Dag No.2672, Mouza - Laskarpur, J.L. No. 57 within the Police Station - Sonarpur now Narendrapur in the District : 24-

Parganas (South) and also mutated his name in the office of the Rajpur Sonarpur Municipality vide Assessment No. 1104302047744 being Holding No. 1162, Purba Para Road within the Ward No.31 .

AND WHEREAS being thus in possession of the aforesaid property the Owner has decided to develop and commercially exploit the aforesaid property being Holding No. 1162, Purba Para Road within the Ward No.31 morefully and particularly described in the Schedule - A hereunder written and hereinafter called the said property by raising construction of a G + 3 storied building consisting of several self contained flats, car parking spaces and commercial spaces according to the sanctioned building plan to be sanctioned by the Rajpur Sonarpur Municipality after demolishing the existing structure, but having no such experience and requisite funds the Landowner has decided to place the responsibility upon a

competent Developer having necessary expertise, funds and goodwill in the market;

AND WHEREAS the Developer herein is engaged in the business of Development for a long time with good will and reputation in the locality and on coming to know such intention of the Owner, the Developer herein made a proposal to promote and develop the said land in accordance with the building plan to be sanctioned by the Rajpur Sonarpur Municipality and upon subsequent discussions and negotiations which took place between the parties hereto, an agreement was reached whereby the Developer would develop the said land on terms and conditions hereunder contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:

1. Unless in this presents, there is something in the context or subject inconsistent therewith:

(i) **OWNER:** Shall mean **SRI KINU SARDAR** alias **KINURAM SARDAR**, son of Late Hemanta Sardar alias Hemanta Kumar Sardar, residing at Purba Para, Post Office - Laskarpur, Police Station - Sonarpur now Narendrapur, Kolkata - 700153, in the District : South 24-Parganas and his legal heirs, executors, administrators and legal representatives.

(ii) **DEVELOPERS:** Shall mean **KRIT CONSTRUCTION** a sole Proprietorship Firm having its office at 4/13B, Bijoygarh, Police Station - Jadavpur, Kolkata - 700032 represented by its sole Proprietor **SRI SHYAMAL SAHA**, son of Late Netai Saha, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 32, New Bikramgarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032 and their respective successors or successors -in- interest and assigns.

(iii) TITLE DEEDS: Shall mean the documents referred to hereinabove in the recital.

(iv) SAID PROPERTY: Shall mean and include all that piece and parcel of land measuring of an area of 4 Cottahs 1 Chittak 15 Square Feet togetherwith 200 Square Feet asbestos shed structure lying and situate of Mouza - Laskarpur, J.L. No. 57, R.S. No. 174, Pargana - Magura, Collectorate Touzi No. 3-5, under R.S. Khatian No. 29, L.R. Khatian No. 250, comprised in R.S. Dag 1095, L.R. Dag No. 2672 within the Police Station and Sub-Registration Office - Sonarpur, in the District : South 24-Parganas, within the limits of the Rajpur Sonarpur Municipality, Ward No.31, being Holding No. 1162, Purba Para Road.

(v) BUILDING: Shall mean the proposed G + 3 storied building to be constructed on the Schedule - A property herein after demolishing the existing building.

(vi) COMMON FACILITIES AND AMENITIES: Shall include corridors, stairways, half landing, passage ways, driveways, common lavatories, pump room, meter room, lift, lift room, servant room, under ground water reservoir, overhead water tank, water pump and motor, building roof & terraces and open to sky land and other facilities which may be mutually agreed upon by and between the parties herein and required for establishment, location enjoyment, provisions, maintenance and/or management of the building.

(vii) SALEABLE SPACE : Shall mean the space in the building available for independent use and occupation after due provisions for common facilities and the space required there for.

(viii) OWNER'S ALLOCATION: Shall mean an area equivalent to 50% of the sanctioned area (FAR) as per the building plan to be sanctioned by the Rajpur Sonarpur

KRIT CONSTRUCTION
Shyamal Saha,
Proprietor

him sardar
him ram sardar

Municipality which will be allocated entire First Floor,
back portion of the Third Floor, one shop room in the
Ground Floor Front side measuring more or less 150
Square Feet built up area and 50% of the covered area
of car parking spaces in the Ground Floor and 50% of
the ^{remaining} commercial spaces as would be sanctioned by the
Rajpur Sonarpur Municipality including common area
which will be constructed by the Developer in the said
property and handed over to the Owner exclusively
morefully detailed in **SCHEDULE-'B'** hereunder written.

KRIT CONSTRUCTION
Shyamal Saha,
Proprietor

him sardar
him ram sardar

(ix) **DEVELOPERS'S ALLOCATION** : Shall mean the
remaining 50% constructed area in the building which will
be allocated in the entire Second Floor, 50% of the
Third Floor Front side, 50% car parking spaces and 50% ^{remaining}
commercial spaces as would be sanctioned by the
Rajpur Sonarpur Municipality togetherwith the undivided
proportionate share and interest in the land and all

common facilities over the common areas at Holding No. 1162 Purba Para Road within the Ward No.31 morefully and particularly described in the **SCHEDULE-'C'** hereunder written.

(x) **ARCHITECTS** : Shall mean such person(s) who may be appointed by the Developer for both designing and planning the building or addition or alteration or modification of the sanctioned building plan as permissible on the said property.

(xi) **BUILDING PLAN** : Shall mean such plan as prepared by the Architect under the direction of the Developer upon the same being approved by the Owner for the construction of the building, and the term also includes sanction of the said plan by the Rajpur Sonarpur Municipality and subsequent revisions if any;.

(xii) **TRANSFeree** : Shall mean any person(s), firm limited Company, association or Body or individuals to whom any space in the building shall be transferred.

(xiii) **THIS AGREEMENT** Shall be deemed to have commenced with effect from the day of Two Thousand Twenty Three.

THE OWNER DECLARES AS FOLLOWS :

(a) That They are the absolute **OWNER** and jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said property situated and lying at 4 Cottahs 1 Chittak 15 Square Feet togetherwith 200 Square Feet asbestos shed structure lying and situate at Mouza - Laskarpur, J.L. No. 57, R.S. No. 174, Pargana - Magura, Collectorate Touzi No. 3-5, under R.S. Khatian No. 29, L.R. Khatian No. 250, comprised in R.S. Dag 1095, L.R. Dag No. 2672 within the Police Station and Sub-Registration Office - Sonarpur, in the District : South 24-Parganas, within the limits of the Rajpur Sonarpur Municipality, Ward No.31, being Holding No. 1162,

Purba Para Road and described in the **SCHEDULE-'A'** hereunder written;

(b) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever and the land in question has a good marketable title.

(c) That there is no excess vacant land at the said property within the meaning of the Urban land (Ceiling and Regulation) Act, 1976.

(d) That there is no legal impediment for the OWNER to obtain the certificate U/S 230(A)(1) of the I.T. Act, 1961 and amended upto date.

**THE LANDOWNER AND THE DEVELOPER HEREBY
DECLARE AND COVENANT AS FOLLOWS:**

(a) That the Landowner hereby grant exclusive right to the Developer and undertake to facilitate new

construction on the Schedule -A property being Holding No. 1162, Purba Para Road as per the Rules laid down by the Rajpur Sonarpur Municipality in accordance with the building Plan to be sanctioned by the Rajpur Sonarpur Municipality, which will be prepared by the Architect under the direction of the Developer and approved by the Landowner;

(b) That the Developer shall, at first instance deliver possession of 50% share of the total area of the proposed building which will be constructed by the Developer in the Schedule-'A' property as per building plan to be sanctioned by the Rajpur Sonarpur Municipality to the Landowner as detailed in **SCHEDULE-'B'** hereunder written.

(c) That save and except the Owner's allocation as stated hereinabove the Developer shall retain the remaining 50% of the constructed area of the newly constructed building which includes 50% of the Car

parking spaces, the description of which morefully and particularly described in the Schedule-'C' hereunder written.

(d) That all applications, other papers and documents as may be required by the Developer for the purpose of sanction of the building plan shall be prepared and signed by the Developer for and in the name of the Landowner at the cost of the Developer and also for any alterations/modification or making of further plan(s) in regard to the same and further all applications, petitions, affidavits, drawings, sketches for getting such altered/modified plan or further plan(s) from the appropriate authorities, the Developer shall appear, and sign before the concerned Authorities on behalf of the Landowner who shall in such circumstances give full assistance/co-operation and sign such documents as may be necessary as also execute a power of Attorney in favour

of the Developer for enabling the Developer to undertake the aforesaid jobs.

(e) That with the execution of this agreement the Landowner deliver the original deeds and documents relating to the Holding No. 1162, Purba Para Road and the Developer issues the accountable receipts to that effect.

(f) The Developer undertakes that the Developer shall not pledge, mortgage, encumber and/or charge the said property before any financial institute or any other authority or authorities, legal Forum by depositing the said Deeds and documents.

(g) That after execution of this agreement the Landowner shall deliver vacant possession of the aforesaid property to the Developer for construction of the new building as per sanction building plan to be sanctioned by the Rajpur Sonarpur Municipality .

(h) The Developer shall make, build, construct, supervise, carry out and/or get carried out either by himself or through contractors, Sub-contractors, in such manner as it may think fit and proper by him for the construction of the said proposed building on the said property and shall file application(s) for obtaining water, electricity, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said Property in terms of this Agreement.

(i) That the Developer shall complete construction of the New Building at the said Property and hand over vacant possession of the Landowner's Allocation in habitable condition to the Landowner within 24 months from the date of Agreement . But the period of construction may extend in case of any natural calamity or unavoidable circumstances.

(j) That the Landowner shall at first instance be given first possession of the Landowner's Allocation before possession is given to intending purchasers out of the Developer's allocated share. That the Landowner and the Developer shall be exclusively entitled to their respective share of allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the other party and the Landowner shall not in any way interfere or disturb the peaceful possession of the Developer's allocation and the Developer shall not in any way interfere or disturb the peaceful possession of the Landowner after making delivery of the Landowner's allocation by the Developer;

(k) That the Developer shall enter into Agreement(s) with the intending purchaser/purchasers in respect of the constructed area of the Developer's allocation on such terms and conditions as the Developer may in his absolute discretion think fit and proper, for sale or transfer

concerning his allocated flats, car parking and commercial space and for which the Landowner hereby authorize and empower the Developer or his nominee or nominees for sale on his behalf in regard to transfer of the undivided impartible proportionate share of land underneath the Developer's allocation with interest in the said land and the Developer shall retain and appropriate the sale proceeds thereof to himself in respect of such Developer's Allocation by way of taking advances, part and full consideration of money from the intending Purchaser/s and to issue valid receipts therefore and enter into agreement for sale in respect of Developer's allocation with the intending purchasers and the entire risk and liability in doing so will devolve upon the Developer. At the time of final registration of the flats, car parking space and commercial spaces of the Developer's allocation the Landowner may be called for by the Developer to sign the deed of conveyances, if required, but if the Landowner fails to do such act then the Developer is empowered to sign all

deeds and acts on behalf of the Landowner for the purpose executing the deed of Conveyances in favour of the intending Purchasers by virtue of Power of Attorney.

(l) That the Developer shall at his own costs construct and complete construction of the proposed building on the said Property and such construction shall conform to such specifications as are specified in the **SCHEDULE-'D'** hereunder written.

(m) That the Developer shall pay all fees, wages, carriage, salary, bonus to the contractor, labour, masons, plumbers engaged by them to construct the new building and the Landowner herein shall have no liability to pay any such expenses.

(n) That all responsibility and liabilities claims etc arising out of any accident of the labours, masons, plumbers, electricians and or others during the period of

construction of the new building shall be borne by the Developer.

(o) That the Developer shall install in the said building at its own costs water connection from the Rajpur Sonarpur Municipality, overhead water tank, water reservoir, electric wiring and installation and other facilities as are required to be provided in the new building and are necessary as required for human habitation;

(p) That from the date of signing this agreement with the Developer, the Municipality taxes, Khazna and also other outgoings in respect of the said property, till such time as the possession of the Landowner's Allocation is made over shall be borne and paid by the Developer exclusively, though all outstanding dues on account of municipal rates and taxes and also other outgoings upto the date of execution of this agreement shall be on account of the Landowner and paid by the Landowner and the Developer shall not be liable for the same;

(g) After the execution of this Development Agreement, if the Developer does not complete the said construction within the scheduled period as mentioned herein above then if the Developer still fails or neglects to complete the construction of the building in all manner and deliver possession of the Landowner's Allocation in that event, the Developer shall be bound to pay to the Landowner a sum of Rs. 20,000/- (Rupees Twenty Thousand) per months for a further period of three months whereupon in the event of non completion of construction of the building and handing over delivery of possession of the Landowner's allocation, the Landowner shall without prejudice to any other rights/ remedies which they may have in law, cancel terminate and/or rescind this agreement and complete the unfinished portion of the construction by a new agency or Developer without any obstruction by the Developer after determination and/or settlement of the accounts and cost of the unfinished

construction as would be spent by the Developer over the said land and property, to be paid by the Landowner to Developer.

(r) The Landowner shall have right and liberty to use the Landowner's allocation and the common parts of the building and property alongwith other co-owners of the property jointly.

(s) That after completion of the project in all manner and after delivery of possession of the Landowner's allocation as well as Developer's allocation in the proposed project an Association of Owners will be formed to run and maintain the day to day affairs of the said projects and all original deeds and documents relating to the said property permissions, clearances, receipts etc. will be handed over by Developer to Flat Owners Association in accordance with section 10 of the West Bengal Building (Regulation of Promotion of Construction and Transfer or Developer) Act, 1993.

(u) In the event this agreement is terminated/rescinded by the Landowner for the reasons stated hereinabove, the Developer shall forthwith remove all his equipments, men and materials from the site of Construction and handover peaceful and vacant possession of the said property alongwith all documents, permissions, clearances, sanctioned plan to the Landowner subject the Landowner shall refund the investments/ costs made by the Developer in the process of construction of the new building after verification of accounts duly audited by a Chartered Accountant/ Valuer to be appointed by mutual agreement.

(v) Needless to mention that along with termination of this agreement by the Landowner, all the power of attorneys granted by the Landowner to the Developer shall stand revoked with immediate effect.

(w) The Developer shall pay to the Landowner a sum of Rs.15,00,000/- out of which Rs.5,00,000/- shall

remain as security deposit without interest, the Landowner shall refund the said sum of Rs.5,00,000/- without interest at the time of receiving the Landowner's allocation. The Developer has paid Rs.15,00,000/- before the execution of this Agreement. After receiving the full consideration through Bank draft or any other process other than by cash, registration will be done.

(x) The Developer shall have right and liberty to publish any advertisement in the news paper and fix any board or hoardings at the site to invite the intending purchaser or purchasers in respect of sale of the Developer's allocation in the proposed new buildings.

THE LANDOWNER HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:

(a) That the Landowner will not cause any interference or hindrance whatsoever in the construction of the said building at the said property by the Developer.

(b) That the Landowner will not do any act, deed or things whereby the Developer may be prevented from

selling assigning and/or disposing of any of the Developer's Allocation in the new building at the said property mentioned herein.

THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE LANDOWNER AS FOLLOWS:-

(a) To get maximum covered areas by the consent of the parties.

(b) The construction of the building to be completed within 24 (Twenty Four) months from the date of this Agreement, subject to force majeure i.e. any act of God, accident, earthquake, flood, civil war, riots, epidemic, non availability of building materials etc. If the Developer is prevented due to such force majeure in that event the Landowner shall extend the time beyond the stipulated 24 months till the normal situation is restored.

KRIT CONSTRUCTION
Shyamal Saha,
Proprietor

Kimu Sarda
Kimu Rani Sarda

(c) The Developer shall not do any act, deed or things whereby the Landowner are prevented from enjoying selling, assigning and/or disposing of any of the Landowner's allocation in the building.

(d) To keep the Landowner indemnified against all third party claims and actions arising out of any sort of act or commissions of the Developer arising out of or relating to the construction work of the said Building.

(e) To keep the Landowner indemnified against all actions, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said property and/or in the matter of construction work of the said building and/or for any defect or default therein.

(f) Developer shall supply and/or hand over the occupancy certificate and completion certificate from Rajpur Sonarpur Municipality to the Landowner.

MUTUAL COVENANT AND INDEMNITIES:

(a) The name of the building will be "GANAPATI".

(b) The Landowner shall not be liable to pay for any Income Tax or any other taxes in respect of the sale proceeds of the Developer's Allocation which shall be the Liabilities of the Developer who shall keep the Landowner indemnified against all actions, suits proceedings, cost, charges and expenses in respect thereof.

(c) All the other flat Owners shall enjoy alongwith the Landowner all common places and facilities of the building and property together with individual share of land as a whole.

JURISDICTION:

All courts within the limits of South 24 Parganas shall have the jurisdiction to entertain and determine all actions,

suit and proceeding arising out of those presents between the parties hereto.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring more or less 6.7375 decimals equivalent to 4 Cottahs 1 Chittak 15 Square Feet togetherwith 200 Square Feet asbestos shed structure lying and situate of Mouza - Laskarpur, J.L. No. 57, R.S. No. 174, Pargana - Magura, Collectorate Touzi No. 3-5, under R.S. Khatian No. 29, L.R. Khatian No. 250, comprised in R.S. Dag 1095, L.R. Dag No. 2672 within the Police Station -Sonarpur now Narendrapur, Additional District Sub-Registration Office - Garia, in the District : South 24-Parganas, within the Municipal Limits of the Rajpur-Sonarpur Municipality Ward No. 31, being Holding No. 1162, Purbapara Main Road, together with all easement rights and appurtenance attached thereto including right to use drain, underground connections of water supply, electric line, telephone connection over and

under from the main road with the right of users and easement and the said property is butted and bounded by:

ON THE NORTH : R.S. 1094 and 1096 land

ON THE SOUTH : R.S. 1079 land

ON THE EAST : 18 Feet Road

ON THE WEST : R.S. 1094 land

THE SCHEDULE 'B' ABOVE REFERRED TO

(Owner's Allocation)

ALL THAT 50% of the sanctioned area (FAR) as per the building plan to be sanctioned by the Rajpur Sonarpur Municipality which will be allocated entire First Floor, back portion of the Third Floor, one shop room in the Ground Floor Front side measuring more or less 150 Square Feet built up area and 50% of the covered area of car parking spaces in the Ground Floor and 50% of the ^{remaining} commercial spaces as would be sanctioned by the Rajpur-Sonarpur Municipality including common areas and facilities attached to the

KRIT CONSTRUCTION

Shymal Chandra

Proprietor

Krit Sardar
Krit Ram Sardar

said property being Holding No. 1162, Purba Para Road togetherwith the undivided proportionate share and interest in the land and all common facilities over common areas of the building and hand over to the Owner exclusively morefully detailed in this Schedule - 'B'.

THE SCHEDULE 'C' ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT 50% constructed area in the building which will be allocated in the entire Second Floor, 50% of the Third Floor Front side, 50% car parking spaces and 50% ^{remaining} commercial spaces as would be sanctioned by the Rajpur Sonarpur Municipality togetherwith the undivided proportionate share and interest in the land and all common facilities over the common areas at Holding No. 1162, Purba Para Road within the Ward No.31 excluding the allocation of the Owner's allocation as detailed as **SCHEDULE-'B'** hereinabove including proportionate share of land and all other common facilities

KRIT CONSTRUCTION

Shyamal Saha,

Proprietor

Krit Construction - Him Ran Saha

and amenities on pro-rata basis, and as specification of **SCHEDULE-'D'** hereunder written.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Common Rights and Facilities)

Stair-case, common passage, water lines, electricity main line wiring, water lines main pipe, upper and lower reservoir, land, boundary wall, fixing vacant space, roof, main gate with 4 lights, common electric meter and Lift.

SPECIFICATION OF THE PROJECT

GENERAL : The building shall be R. C. C. framed structure as per the design of the architect and engineer.

EXCAVATION : Earth work is excavation of foundation trenches or drains in all sorts of soil including

removing spreading or stacking the soils. As directed and including trimming the sides of trenches, leveling, dressing and ramming the bottom, bailing out water etc. as required complete.

EARTH FILLING

:

Earth work in filling in foundation, trenches, plinth etc. with good earth in layers not exceeding 6" at a time including watering and ramming etc. layer by layer complete.

FOUNDATION

:

BEDDING

P. C. C. [1:3:6] 3" thick in leveling course for foundation bedding.

R.C.C. WORK

:

Providing and laying concrete mix [1:1 ½ : 3/1:2:4] beams,

lintels, columns, floor beams, floor slabs, stair case, chajja, drop wall, rods of ISI mark etc.

BRICK WALL

: All exterior brick work shall be 8" thick with bricks of approved quality and C.M. [1:6] all partition walls shall be 5" thick with bricks of approved quality and C.M. [1:4]

**FLOORING
BEDDING**

: P. C. C. [1:3:6] floor bedding 4" thick [ave] over 3' brick flat soiling at ground floor.

**FLOOR FINISH,
SKIRTING DADO
ETC.**

- : 1. Three flats (only owner's flats) Katney Marble and other flats Vitrified floor good quality & size (2'/3') Marble Marower and 4" high cast in situ skirting in drawing and dining and in all other rooms.

2. 4' high white glazed tiles dado will be provided over cooking platform in kitchen over the slab.

3. a) In toilet marble floor will be provided with 6" high skirting.

b) Dado will be 6'-0" high above the floor white glazed tiles in toilets. Ground Floor parking and common ways should be covered by parking tiles.

PLASTER

- : a) The outside of the building will have plaster $\frac{3}{4}$ " thick .

b) Inside of the building with have plaster $\frac{3}{4}$ " thick with Plaster of Putty finishing.

DOOR AND WINDOWS

- : 1) Main entrance door :

a) Wooden for three flats (owner) $\frac{3}{4}$ th thick .

b) Sal wood door frame as approved by the Architect/Engineer will be provided.

c) 8" long stainless tower bolt from inside.

d) Telescope peephole one no.

e) Electric calling bell point.

f) One handle from outside.

g) 3 Nos. 4" rings (Brush/Steel pins)

2) Other doors :

a) Pyne flush door

b) Sal wood frame as per the design of the Architect.

c) Steel tower bolt 6" long from inside.

d) Hasbolt of stainless steel from outside.

3) Windows :

b) All windows shall have glass transiueem glass.

c) All windows will be provided with M.S. Grill of square bar approved by the Architect/Engineer (External Grills).

EXTERNAL

PAILTS &

COLOUR WASH

: The building shall be painted externally with primer and weather cote. The inside of the building shall have putty on surface.

TOILET &

KITCHEN

: Toilet bed room attached

1) One attached toilet :

a) One European type commode with stopcock,

b) One shower

c) One 20" X 16" white stand basin

d) Three taps (ISI mark)

e) Geyser line

f) One basin line

g) Door - PVC

All of ISI Mark external stopcock.

2) Kitchen :

a) One Kitchen steel sink with tap. Wall tiles upto window level.

b) One cooking slab Black Stone with Green Marble will be provided as per drawing by the Architect/ Engineer.

LIFT

: Lift will be provided for 4 men weight of reputed / registered firm Techno Elevators and Engineers.

STAIR CASE

: 1) Stair will be Marble floor (Full slabs)

2) Stair case room will be provided with grill window glass for light and ventilation as per design by the Architect.

- 3) Cabin for electricity meters as per drawing with locking arrangement.

ROOF

- 1) K.G. of approved quality will be provided over the roof.
- 2) 2'-6' high parapet wall will be provided all around the roof.
- 3) P.V.C. rain water pipe for proper drainage of water from roof ISI mark.

ELECTRICAL INSTALLATION

- : A) Concealed wiring of Havells wire mark wire of proper size.
- B) Meter to room Havells 6 mm
- 1) wire
Separate electric meter for each flat (own cost)
 - 2) 3 light points, 2 fan points and

two 5 Amps. plug points in living cum drawing plus stand basin.

- 3) One fan point, 3 light points and one 5 Amps, plug points in bed rooms .

Modular switch.

Geyser

In Verandah washing machine

A.C. point in two rooms.

- 4) One light point, each in toilet /W.C. one exhaust fan point.

- 5) Kitchen - 1 light point, two plug point, 5 Amps. plug points, for exhaust and other electric appliance + 15 Amps. + 6 Amps point

- 6) One plug point for refrigerator.
- 7) All wiring will be as per existing regulation by mark electric RR wire.

Full Grill cover and ceiling fan point in verandah.

WATER SUPPLY

- 1) R.C.C. over head reservoir will be provided at the stair roof as per design. Inside wall will be white glazed tile.

- 2) Reputed electrical pump of Crompton /CRI mark of proper lifting capacity with motor will be installed at ground floor to deliver water to overhead reservoir .

Transformer if required will be arranged by Developer in his cost and responsibility

N.B.

**ANY ALTERATION &
ADDITION WILL BE
CHARGED EXTRA COST BY
THE BUYERS**

IN WITNESS WHEREOF the parties hereunto put their respective hands on the day, month and year first above written.

SIGNED. SEALED & DELIVERED

In the Presence of :

WITNESSES :

1. Soumilo Samanta
S/o Pradip Kr. Samanta
48/1, Nankarpura
Road, Boudha
Garia, Kol-84

Kirun Sardar - Kirun Ram Sardar

SIGNATURE OF THE LANDOWNER

2. Joyanta Mondal
Alipore Judges' Court.
Kolkata-27.

KRIT CONSTRUCTION
Shayamal Saha
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by

Debnath Saha
Debnath Saha WB/109/1997
Advocate
Alipore Judges' Court,
Kolkata - 700027.

Computer Print by :

Soma Ghosal
SRI RAM COMPUTER
Alipore Judges' Court
Kolkata 700027

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
	right hand					

Name

Signature

Kim Sardar = Kim Sardar

AQ TPS 1031J



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
	right hand					

Name

Signature

Shyamal Saha,

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



280320232035249038

GRIPS Payment Detail

GRIPS Payment ID:	280320232035249038	Payment Init. Date:	28/03/2023 21:00:14
Total Amount:	20042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1962983577322	BRN Date:	28/03/2023 21:01:01
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Debnath Saha
Mobile: 9830312847

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230352490398	Directorate of Registration & Stamp Revenue	20042
Total			20042

IN WORDS: TWENTY THOUSAND FORTY TWO ONLY.

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



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



192022230352490398

GRN Details

GRN:	192022230352490398	Payment Mode:	SBI Epay
GRN Date:	28/03/2023 21:00:14	Bank/Gateway:	SBIcPay Payment Gateway
BRN :	1962983577322	BRN Date:	28-03-2023 21:01:01
Gateway Ref ID:	IGAPIXQUS4	Method:	State Bank of India NB
GRIPS Payment ID:	280320232035249038	Payment Init. Date:	28/03/2023 21:00:14
Payment Status:	Successful	Payment Ref. No:	2000591297/3/2023

[Query No * Query Year]

Depositor Details

Depositor's Name:	Mr Debnath Saha
Address:	Alipore Judges Court, Kolkata-700027
Mobile:	9830312847
Period From (dd/mm/yyyy):	28/03/2023
Period To (dd/mm/yyyy):	28/03/2023
Payment Ref ID:	2000591297/3/2023
Dept Ref ID/DRN:	2000591297/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000591297/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	2000591297/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				20042

IN WORDS: TWENTY THOUSAND FORTY TWO ONLY.

भारतीय गैर न्यायिक

दस
रुपये

रु.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

73AB 939524



the Court of the 1st Class Judicial Magistrate at Alipore
South 24-Parganas.

AFFIDAVIT.

KINU SARDAR son of late Hemanta Sardar, aged about 52 years, by faith Hindu, by occupation- Business, residing at Purbapara, P.O. Laskarpur, P.S. Sonarpur, now Narendrapur, Kolkata-700153, Dist- South 24-Parganas, West Bengal, do hereby solemnly affirm and declare as follows:-

1. That my original name is KINU SARDAR, which is recorded in my Aadhaar card, vide no. 3916 4604 5769, issued by Unique Identification Authority of India,
2. That in a Sale deed, vide deed no. 2825, in the year 1989, office of A.D.S.R. Sonarpur, South 24-Parganas, wherein my name had been recorded as KINU RAM SARDAR.

Kinu Sardar
Kinu Ram Sardar

...2/2.

3. That KINU SARDAR & KINU RAM SARDAR is the same and one Identical person.
4. That I am an Indian National.

That the above statements are true to the best of my knowledge and belief.

Kinu Sardar

KINU SARDAR
Deponent.

Identified by me.

Pannalal Roy
Advocate.



2/30
I have solemnly affirmed before me this day
of month of 2022/23 by
the declarant of proper identification
the swaror.

96
Judicial Magistrate
1st Class, Alipore

PANNALAL ROY
Advocate
Alipore Police & Judges' Court,
Kol-27, En-WB-48/79

Kinu Sardar
Kinu Ram Sardar

Name JAYANTA MONDAL
S/o. D/o. W/o Late SANAT KUMAR MONDAL
Address VILL- UTTARDURGAPUR, P.O - BHALKUTI
..... P.S - LABPUR, DIST - BIRBHUM, PIN- 731201
Age ... 43 Years Designation Law Clerk
Membership No. PB-1298
Working Place Alipore Police Court



Validity : 2 Years

Place : Kolkata
• Issuing Date 16.08.2021

A. B. Baidya
Aparash Baidya
Gen. Secretary Central Committee

Major Information of the Deed

Deed No :	I-1629-01386/2023	Date of Registration	29/03/2023
Query No / Year	1629-2000591297/2023	Office where deed is registered	
Query Date	03/03/2023 8:22:32 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	JAYANTA MONDAL Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7980417310, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 60,50,000/-	Rs. 66,68,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

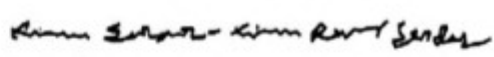
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road,
Mouza: Laskarpur, , Ward No: 31, Holding No:1162 JI No: 57, Pin Code : 700153

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2672 (RS :-)	LR-250	Bastu	Bastu	4 Katha 1 Chatak 15 Sq Ft	60,00,000/-	66,14,999/-	Width of Approach Road: 18 Ft.,
Grand Total :					6.7375Dec	60,00,000 /-	66,14,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	50,000/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		200 sq ft	50,000 /-	54,000 /-	

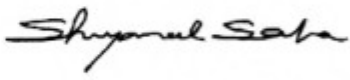
and Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Kinu Sardar, (Alias: Mr Kinuram Sardar) Son of Late Hemanta Sardar Executed by: Self, Date of Execution: 29/03/2023 , Admitted by: Self, Date of Admission: 29/03/2023 ,Place : Office	 30/03/2023	 LTI 30/03/2023	 30/03/2023
Purba Para, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: Aqxxxxxx1j, Aadhaar No: 39xxxxxxxxx5769, Status :Individual, Executed by: Self, Date of Execution: 29/03/2023 , Admitted by: Self, Date of Admission: 29/03/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	KRIT CONSTRUCTION 4/13B, Bijoygarh, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 , PAN No.: Atxxxxxx3d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Shyamal Saha (Presentant) Son of Late Netai Saha Date of Execution - 29/03/2023 , Admitted by: Self, Date of Admission: 29/03/2023, Place of Admission of Execution: Office	 Mar 30 2023 10:38AM	 LTI 30/03/2023	 30/03/2023
32,new Bikramgarh, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Atxxxxxx3d, Aadhaar No: 33xxxxxxxxx4847 Status : Representative, Representative of : KRIT CONSTRUCTION (as Sole proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Jayanta Mondal Son of Late Sanat Kumar Mondal Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			
	30/03/2023	30/03/2023	30/03/2023
Identifier Of Mr Kinu Sardar, Mr Shyamal Saha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Kinu Sardar	KRIT CONSTRUCTION-6.7375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Kinu Sardar	KRIT CONSTRUCTION-200.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road,
 Mouza: Laskarpur, , Ward No: 31, Holding No:1162 JI No: 57, Pin Code : 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2672, LR Khatian No:- 250	Owner:কিনু সরদার, Gurdian:হেমন্ত , Address:নিজ , Classification:বাস্ত, Area:0.06000000 Acre,	Seller is not the recorded Owner as per Applicant.

On 29-03-2023

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

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

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

Presented for registration at 12:19 hrs on 29-03-2023, at the Office of the A.D.S.R. GARIA by Mr Shyamal Saha ..

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 66,68,999/-

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

Execution is admitted on 29/03/2023 by Mr Kinu Sardar, Alias Mr Kinuram Sardar, Son of Late Hemanta Sardar, Purba Para, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Business

Indetified by Mr Jayanta Mondal, , Son of Late Sanat Kumar Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-03-2023 by Mr Shyamal Saha, Sole proprietor, KRIT CONSTRUCTION (Sole Proprietorship), 4/13B, Bijoygarh, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Indetified by Mr Jayanta Mondal, , Son of Late Sanat Kumar Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,021.00/- (B = Rs 15,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/03/2023 9:01PM with Govt. Ref. No: 192022230352490398 on 28-03-2023, Amount Rs: 15,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1962983577322 on 28-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,021/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 13369, Amount: Rs.5,000.00/-, Date of Purchase: 27/03/2023, Vendor name: Smriti Bikash Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/03/2023 9:01PM with Govt. Ref. No: 192022230352490398 on 28-03-2023, Amount Rs: 5,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1962983577322 on 28-03-2023, Head of Account 0030-02-103-003-02



Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2023, Page from 40972 to 41028

being No 162901386 for the year 2023.



Digitally signed by KRISHNENDU
TALUKDAR
Date: 2023.03.30 12:01:11 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2023/03/30 12:01:11 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)