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he Signature Sheets and the Endorsement heets attached herewith are the parts of his Document.

Addl. District Sub-Registrar Kharagpur

0 3 MAR 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT for Development made on 03rd day of March Two Thousand and Twenty Three.



BETWEEN

Smt. ANJANA CHAKRABORTY

Wife of Late Tapas Kumar Chakraborty,

a resident of Saratpalli, Jafala Road, P.O.-Inda, P.S.-Kharagpur, by Faith – Hindu, by Nationality – Indian, by Occupation Business, PAN NO: BTWPC8745P, here in after referred to as 'OWNER' (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrator, representative and assigns) of the FIRST PART.

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AND

Shri. SHAMIK CHAKRABORTY

Son of Late. Satindra Kumar Chakraborty

PAN No: ACDPC5434D,

a resident of Inda, O.T. Road, P.O. Inda, P.S: Kharagpur (Town). Dist- Paschim Medinipur.West Bengal. By Faith – Hindu, by Nationality – Indian, by Profession – Business, hereinafter called and referred to as the 'DEVELOPER' (which term or expression shall, unless otherwise excluded by or repugnant to the context or subject, mean and include the executors, successors, legal representative, administrators and assigns) of the SECOND PART.

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WHEREAS the First Part is in possession of land measuring about 13.27 decimals lying and situated in District – Paschim Medinipur, P.O..Inda, P.S.-Kharagpur Town, S.R.O. Kharagpur, Mouza –Inda, J.L.No.232, R.S.Khatian No.252, R.S. Plot No. 601 & 1620, L.R. Khatian No.- 10259, L.R. Plot No: 5304, 5305, 5306.

AND

Bounded and Butted By:

On the North: JAFALA ROAD.

On the South: Vacant Land of Mr/Mrs.Dutta.

On the East : 6 ft.Road

On the West: House of Sri.PradeshSamanta.

more fully described below and henceforth for the convenience of this Agreement the same shall be referred to as the "said premises".

A. The first Part "Owner" is desirous of getting the "Said Premises" developed through the Second part "Developer" by way of construction of new building subject to sanction of building Plan from the Kharagpur Municipality and/or such other appropriate authority / authorities.

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- B. The First Part represented to the Second part that she is the absolute Owner of the "Said Premises" and there are no other co-sharers or co-Owners having any interest in the aforesaid property or any part thereof after the execution or Registered Sale Deed in her favour and there is no legal impediment for her to enter into this agreement for Joint Venture.
- C. The First Part, herein confirms that, there is no demand of any amount by any recovery officer or any other statutory authorities against the said premises or the said premises is not affected by any certificate proceeding and/or other attachments or any prohibitory order of any court or authorities. The first part, further confirms that the said premises is not affected by any scheme or notice or prohibitory order or notice or acquisition or requisitions. She further declares that the said premises is not charged or mortgaged nor the same is charged for payment of any amount under any order or statutory bodies and the said property is freefrom all encumbrances whatsoever.
 - D. That the right title and interest of the Owner in the said premises save as stated hereinabove is free from all Contd.- 6

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encumbrances and Owner has a marketable title to the same as on date of signing this agreement.

E. That the Owner has not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and / or development of the said premises mentioned hereinabove or any part of portion thereof in favour of anyone other than in favour of the proposed Developer herein.

F. That the Owner is fully and sufficiently entitled to deal with the development of the said premises mentioned hereinabove except for the tenants and thus entering into this Agreement.

G The Owner shall not be liable for any Income Tax, GST or any other Taxes in respect of Developer's allocation and the Developer shall have to make the same and keep the Owner indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owner shall not also be liable for meeting any obligations towards the labou / workmen / employees relating to the construction / project. In case any liability arises in respect of developer's allocation on the owner, the developer will indemnify or reimburse the Owner for the same.

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THE DEVELOPER HEREIN REFERRED TO AS SECOND PART HAS REPRESENTED TO THE FIRST PART AS FOLLOWS:

A. WHEREAS the Second Part is a sole proprietor (individual) and has financial capacity and technical skill, experience, and expertise to construct the proposed building and/or develop the said landed property. The Second Part has not been rendered incapable of construction and developing any property by any court, tribunal and statutory body either in the past or at the time entering into this agreement. The Second Part possesses all necessary Trade license and other permission and is also authorized by the law of this land to enter this Joint Venture Agreement and to develop the said premises.

B. AND WHEREAS the Second part agrees to develop the said premises on the basis of such representations made by the First Part treating as bonfires' and believing the same to be true and relaying upon the same.

C. AND WHEREAS the First Part herein has agreed to allow the Second Part and the Second Part has agreed to develop the said premises on 30:70 ratio joint venture basis at his Contd.-8

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cost and expenses by constructing a multistoried building for residential or all vertical expansion for Residential as may be sanctioned on the "Said Premises".

D. AND WHEREAS the Second Part has perused the title deeds and other documents relating to the premises as already handed over to the Second Part/Developer and had also inspected the site and is prima facie satisfied with the title of the property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS ARTICLE-I

DEFINITIONS:

A. IN THIS AGREEMENT UNLESS IT IS CONTRARY OR REPUGNANT TO THE SUBJECT OR CONTEXT THE FOLLOWING WORDS AND OR EXPRESSIONS SHALL MEAN AS FOLLOWS:-

i "OWNER" shall mean the Owner abovenamed Smt.

ANJANA CHAKRABORTY Wife of Late Tapas Kumar

Chakraborty, a resident of Saratpally, Jafala Road, PO:-Inda,

PS:- Kharagpur, by Faith – Hindu, by Nationality – Indian, by

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Occupation – Business, PAN NO: BTWPC8745P Her heirs, executors, administrators, successors, legal representatives. ii "DEVELOPER"/ Promoter shall mean SHAMIK CHAKRABORTY registered Office situated at Inda, OT.Road. Pin -721305, PAN No: ACDPC5434D, S/O of Late. Satindra Kumar Chakraborty a resident of Tanushri Apartment Block –A, 2nd Floor Flat No. 2AB OT Road PO: Inda by faith-Hindu, by Nationality – Indian, by Profession – Business. iii. "SAID PREMISES" shall mean ALL THAT piece and parcel of Bastu land of measuring about 13.27 decimals, approx lying and situated in District – PaschimMedinipur.

P.O.-Inda, P.S. Kharagpur, (Town) S.R.O. Kharagpur, Mouza

-Inda, J.L.No.232, R.S. Khatian No.252, R.S.Plot No.601,

L.R. Khatian No. 10259, L.R.Plot No.5304, 5305, 5306.

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Bounded and Butted by:

On the North: Jafala Road.

On the South:Land of Sri/Smt. Dutta.

On the East: 6 feet Road.

On the West: House of Sri. Pradesh Samanta.

And which is fully described in the aforesaid Para of this Joint Venture Agreement as also described in the First Schedule hereunder written on which the new proposed building is to be constructed. The Developer has measured the area and is satisfied with the measurement thereof.

iv. "ARCHITECT" shall-mean the Architect to be appointed by the Developer as the Architect for the project after examining Architect's good track record and reputation for such project by the Developer.

v. "BUILDING PLAN" shall mean the proposed maps or plans as to be sanctioned by the Kharagpur, Municipality and its subsequent modification / amendment in the said plans which is to be sanctioned by the authority concerned, at the cost & expenses of the developer. The building shall be for residential use.

vi. "NEW BUILDING" shall mean a multi storied building having residential parking /or all vertical expansion for Residential building as may be sanctioned, to be constructed and completed in the said premises by the Developer at its cost and expenses in accordance with the building plan to be

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sanctioned by the Kharagpur Municipality in pursuance hereof on the land described hereinabove.

vii. "OWNER' ALLOCATION" shall mean 30% of the constructed area and/or built up area and/or Super built-up area in each floor. TOGETHER WITH undivided proportionate share in the land of the premises and common areas of the said building as per specification mentioned in the Fourth Schedule written hereunder in habitable conditions excluding separate electric connection from the supplying authority (The landowner will provide the cost of security deposit and allied expenditure for individual meters of landowners allocated portion including the proportionate cost of the generator to be calculated on a unitary method for each of the self contained flats) together with proportionate share of right, title and interest in common facilities and amenities specifically mentioned in the Schedule written hereunder including other rights to use the same. It is certified that all the rest area shall belong to the Developer, except the roof, staircase which shall be common to other occupiers / Owner, subject to sanction of plan by Kharagpur the Municipality.

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viii."DEVELOPER'S ALLOCATION" Shall mean the rest 70% of the constructed area and/or built up area and/or Super built-up area excluding the Owners allocation, TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof, staircase which shall be common to other occupiers / Owner in the said building. i x . "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the building and the premises after obtaining completion / occupancy certificate from the Kharagpur Municipality, which is to be obtained at the cost and effort of the Developer.

x. "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations comprised in the new building and the premises, including, staircase, lobbies, passages, path ways, boundary wall, service areas and other facilities, which may be mutually agreed upon by and between the parties in writing as required for the establishment, location, enjoyment, provisions maintenance and / or management of the building.

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xi. "SALEABLE SPACE'shall mean the space in the building available for independent use and occupation.

rii. "PROJECT" shall mean the entire work of development from sanction of plan, construction of building in complete and finished condition, obtaining of occupancy certificate and services like water, Sewerage and electricity and handing over possession to the Owner, which shall be at the entire cost of the Developer which are specifically agreed herein.

xiii. "PROPORTIONATE BUILING SHARE" with all its cognatevariations shall mean such ratio, the covered area of any unit or units be in relation to the entire area in the new building.

xiv. "UNIT" shall mean any flat or other covered area or shops in the new building, which is capable of being exclusively owned, used and / orenjoyed by the respective Unit Owner and which is not the common portions.

xv. "UNIT OWNER" shall mean any person who acquires holds and / or owns any unit in the new building as per agreed terms primarily and shall include the Owner and the Developer, for the units held by them.

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within 36 months from the date of sanction of the building plan by the Kharagpur Municipality and /or other appropriate authority or authorities. In case of any natural calamities or any type of obstruction causes whole progress of Constructions work in that case the completion time shall be further extended accordingly.

formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer shall be entitled to manage and / or maintain the new building and the premises and to collect the common expenses as mutually agreed upon by the Owner and the Developer. The Developer shall take initiative to form an association/society as soon as possible from the date ofcomplete of this building.

xviii. "SPECIFICATIONS" shall mean the specification for completing the new building as stated in the SCHEDULE hereto.

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xix."ADVOCATE" to the project shall mean SHAMIK CHAKRABORTY the Second Part.

xx. "TRANSFEREE" shall mean the unit Owner, person, firm and association of persons to whom any flat or space in the building shall be transferred.

ARTICLE - II

COMMENCEMENT:

- 1. This agreement shall be in force from the date of signing hereof.
- 2. This agreement shall continue till full performance hereof by the Owner and the Developer. However, in case of any dispute, termination, non-performance, or substantial breach of this contract, the parties will go for Arbitration as given hereunder.

ARTICLE - III

DEVELOPER'S PRIMARY OBLIGATION:

The Developer will incur and bear all expenses and other outgoings relating to the development work.

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ARTICLE - IV

DEVELOPER'S RIGHT & REPRESENTATION

- 1. The Owner hereby grants, subject to what has been hereunder provided, exclusive right to the Developer to develop the said premises and construct the new building at the said premises in accordance with the new plan or plans as to be sanctioned by the Kharagpur Municipality and / or by any other appropriate authority with or without any, amendment and / or modification in the manner stated above.
- 2. The Owner hereby empowers and authorizes the Developer to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the Developer's Allocation through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and to take water or electric connection therein and also to execute any Document, declaration, affidavit in the interest of the project etc. to appoint different type of professional men to appoint advocate, to receive part or full consideration money on the Developer's Allocation, to

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negotiate any matter for the said property etc. and for the same. The Owner shall execute and register a separate General Power of Attorney in favour of the Developer and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favour of the intending Purchasers.

- 3. All applications, plans and other papers and documents, as may be required by the Developer for obtaining necessary sanction of plan/ revised plan from the Kharagpur Municipality/ M.K.D.A. and /or any other Authority/ies, shall be prepared and submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Ownershall sign and execute all such plans and applications, other papers and documents as and when necessary, and the Developer shall pay and bear all fees charges and expenses as required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architect's fees/ any other statutory fees etc. and the Owner shall have no responsibilities to bear any cost whatsoever.
 - Save and except the Owner's allotted portion, the Developer shall have full right to execute any agreement for sale in respect Contd.- 18

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of the Developer's allocation. However, in the agreements for sale, this Development Agreement shall be recited and there shall also be a clause stating that the Owner shall not be responsible for any money received by the Developer either themselves or through Power of Attorney pursuant to the Agreement for sale, as the same shall be realized by the Developer without reference to the Owner.

- 5. The Developer shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, Deed, matters and things necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a multi storied building (having residential parking/or all vertical expansion for Residential purpose) as may be sanctioned thereon in accordance with the building plan to be sanctioned by the concerned Kharagpur Municipality.
- 6. That the Developer shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required

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of any deviation in the Owner's Allocation or reduction of common areas by modification in the sanctioned plan or otherwise.

- 3. The Developer shall use and/or cause to be used good qualitytobuilding materials as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of Specification and the building rules regulations and /or orders in force for the time being.
- 4. The building shall be erected, constructed and completed by the Developer as per the specification provided in Second Schedule hereunder written and all flats / units as well as common areas and facilities shall consist of and be provided with such materials, fixtures, fittings and facilities, under any circumstances irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said Owner' allocated portion/portions or for any part of the building, as the entire building as also the entire project shall be at the cost and

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expenses of the Developer subjected to realization for the intending buyers of the Owner's allocated portion, the Developer shall provide Generator Power Backup for elevator and water connection and for electrical Transformer cost to be shared by the flat owners of the building.

- 5. The Developer shall construct and complete the Building under its direct supervision and control as per the sanctioned plan and with the best workmanship and like manner and shall comply with all statutory provisions, regulations, building rules and statutory stipulations from time to time to be imposed or as would be made applicable.
- 6. All costs, charges, fees levies, impositions, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said building its materials, fittings and fixtures in all respect, including connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer. It is made clear that the costs, deposit and charged for individual and separate electricity meters for the respective flat/unit to be borne by the respective unit Owner.

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7. The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, workmen, labors contractors and all permissions, license, quota as and other requirements for erections, construction and completion of the project in totality. The Developer shall, at its own costs and expenses cause for supply of good building materials, so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified hereinabove.

- 8. While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirements under the law and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter.
- 9. In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever, including injury and/or damage to any person or property of or any loss of life during construction, the Developer shall be solely liable and responsible for the same and the consequences arising

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Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act of negligence or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person (s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, suits, claims, proceedings and consequences arising there from shall be attended to, defended, prosecuted and compiled with and faced by the Developer at its own costs and expenses and the Developer shall keep the Owner indemnified from all or any loss, damages, costs and consequences, suffered or incurred there from.

10. Notwithstanding anything contained or stated herein, all labors, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be employed by the Developer and the Owner shall not be responsible or liable for meeting any obligations

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in any manner whatsoever. In case the Owner becomes responsible or liable on any account relating to labor, workmen, etc. Developer will indemnify / reimburse the Owner thereof.

and pay al payments, wages, dues, contributions, entitlements contractual and/or statutory obligations, and requirements of the workmen, supervisors, workers, labors, employees, architects and others, by whatever name called or described, appointed, deputed or engaged or required or put on site for the erections, construction and completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon the Owner and the Developer shall keep the Owner indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred there from.

12. The Developer shall be duty bound to complete the Owner's allocated potion in all respect with all fixture fittings and installations including domestic water and sewerage, electricity connections as well as common areas and facilities and make

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the same fully habitable for use within the said 36 months from the date of sanction of the plan and also after taking vacant possession of the said premises from the Owner whichever will be later unless prevented by Force Majeure.

13. That the Developer shall make correspondence or negotiation or advertise for sale of the residential/commercial units of developer's allocation to any third party/parties at such price to be determined by the Developer at its own discretion.

ARTICLE-VI

OWNER' OBLIGATIONS:

1. The Owner shall sign and execute all plans, drawings, specifications, elevations, forms, applications, and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or licenses required under the law in connection with or relating to or arising out of construction, erection and completion of the said building or as may be required from time to time in accordance with law in order to expedite / facilitate the process for obtaining

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- 2. The Owner shall deliver vacant peaceful possession of the land/premises to the Developer or signing of this agreement and prepare the Plan of the proposed building to be sanctioned by the Kharagpur Municipality authorities.
- 3. The Owner shall provide the Developer appropriate Power of Attorney to develop the property, to be registered, which relate to couple of interest and as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the Owner before all authorities concerned and to make sign and execute applications, declarations, and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses, and other allocations of building materials and/or for temporary and permanent connection of water, sewerage and electricity or as may be required form time to time, in accordance with law concerning

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negotiations for transfer of flats to the intending purchasers thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owner shall appoint SHAMIKCHAKRABORTY, P.O: Kharagpur, P.S: Kharagpur(Town), District: PaschimMedinipur, Pin: 721305,PAN No: ACDPC5434D. a resident of Inda, O.T. Road, Kharagpur the Developer herein, as her Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises. It is clarified that the Owner will be obliged to transfer proportionate share of land to the intending purchasers.

4. The Developer shall be entitled to transfer of Developer's Allocation but cannot give possession to any flat purchasers till full performance of the agreement on the part of the Developer is made and will give possession to the flat purchaser(s) only after delivery of possession of the Owner's Allocation to the Owner first. The Owner shall be allocated her share of property after the sanction of drawing. The Developer shall dispose of his share after the demarcation of the Owner's share. If any share of property

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increases or decreases due to plan, in that circumstances both the parties shall be bound to pay that increased/decreased portion each other.

- 5. The Owner will not raise any objection for the ingress and egress from the premises and for the car parking spaces properly and for use of the common passage, common areas, staircase, roof, and all other common facilities by the Co-Owners of the proposed building.
- 6. The Owner will not enter into any contract for sale, lease or tenancy or any construction agreement of the land or the said premises or charges or in favour of or with any person or persons after execution of these presents.
- 7. After taking possession of the Owner's allocation the Owner will pay the proportionate maintenance charges, electricity charges for use of electricity for lighting of the common areas, for payment of the watch and wards staffs and other incidental relating to the benefits of the said new building and such charges will be mutually agreed upon until an association/ society is formed by all the co-Owner of the flats/units in the new building.

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8. During construction of building in the said premises the Developer shall use the electric meters of the Owner in the said premises and will pay all bills of WBSEDCL, but will not pay any previous arrears charges, if there be any of the Owner and will also install one main meter for their own use.

ARTICLE-VII

OTHER PROVISIONS

- 1. In the event the Owner is desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject of the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately or demand by the Developer. However to be more specific and Developer's cost the Owner shall be entitled to the items mentioned in the specification more fully described in the Schedule hereunder written along with other necessary amenities.
- 2. The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common Contd.- 30

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Page No - 30

areas facilities to be provided for and/or at the said building shall always remain common, impartible and undivided whereas the Owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part of share of the land as well as the common areas and facilities as stated above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part of share of the land as well as common areas and facilities in accordance with law. The roof of the building shall be common to all co-Owner of the flats/units. The Owner shall be entitled to deal with, sell transfer and grant, lease and/or in any manner dispose of the Owner's allocation for which no further consent of the Developer shall be required and the Owner will be entitled to receive, realize and collect all sale proceeds, issues and profits arising there from. The Developer shall be liable to deliver the allocation to

the Owner or his transferee or nominee or nominees. Subject

to the restrictions and conditions contained herein the

Developer shall be entitle to enter into any contract or

agreement relating to its allocated portion or any part thereof

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such terms and conditions and stipulations as it may deem fit and proper in accordance with law and in term of this contract and the Owner shall confirm the agreement, unto and in favour of the said nominee or nominees of the Developer and cause the same to be registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto be paid and borne by the Developer and/or its nominee or nominees as the case may be. It is clarified that the Developer will only be entitled to transfer proportionate impartible share in the land in respect of Developer's Allocation.

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ARTICLE-VIII

COMMON OR RESPECTIVE OBLIGATIONS:

1. On and from the date of handing over the Owner allocated portion in the new building in accordance with law, the Owner as well as the Developer shall comply with and / or ensure compliance with the Under mentioned requirements and restriction, without any default:-

a. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be payable.

b. To pay punctually and regularly their respective proportionate part or share of service charges for the common areas and facilities and until formation and registration on the said premises under provisions of the West Bengal Apartment Ownership Act and the rules framed there under or any other Act as desired and decided by the all the co-owner, the Developer shall be entitled to collect service charges and provide the required services thereof.

c. To abide by all laws, rules and regulations and orders or the enactments of the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be, and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner for their work and obligations keeping the Owner fully indemnified from all respect.

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ARTICLE-IX

MISCELLANEOUS

1. This Agreement shall always be treated as an agreement of joint development by and between the parties. The Owner and Developer have entered into this Agreement purely as a CONTRACT and nothing contained herein shall be deemed to construe or constitute as Partnership between the Owner and the Developer or an Association of persons or an agency agreement. Nothing in these present, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or anypart thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to Develop the said property subject to the terms and conditions of these presents.

2. The Owner shall handover possession to de Developeralong with the rights of the Development in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement.

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3.It is understood that from time to time to facilitate the construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be lawfully done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such lawful matter, the Owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute sign all such additional applications and other papers and documents and as may be required from time to time in accordance with law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owner and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof, keeping the Owner fully indemnified in all respect.

4. Handing over possession of the specified flats and car parking space, if any, to the Owner shall be deemed to have been made after connection of new water supply, electricity (at the cost of the intending buyers of the owner's allocation) are completed in all respects as per specification upon a

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notice to the Owner by registered post along with communication by telephone. The date of occupation by the Owner shall be after a fortnight of the letter deemed to have reached the Owner.

- 5. That after handing over possession of the Owner's allocation the Developer shall remain liable for rectifying any reasonable defects if any and work of proper construction in the Owner's allocation or in respect of any fittings, fixtures connections services, or otherwise therein for a period of three months from the date of completion of the Owner's allocation but subject to natural wear and tear as applicable.
- 6. It is clarified that all work of development of both the Developer's and Owner's Allocation, shall be done by the Developer at Developer's own costs and expenses. The consideration towards the Owner for the project herein shall be the construction costs of the Owner's area to be incurred by the Developer.
- 7. All municipal current taxes with arrears and other outgoings in respect of the said premises up to this date shall be borne and paid by the Developer on behalf of the Owner which will be adjusted on/before completion on the project. At the expiry Contd.- 36

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of 30 (thirty) days from the date of service to the Owner a notice of the Developer regarding completion and handing over to the Owner of Owner' allocation under the terms of this agreement, the liability to the Developer to pay the municipal taxes and other liabilities in respect of the Owner' allocation would cease.

8.Within six months from the date of the completion of the project, the Developer will assist and co-operate the Owner and the other unit Owner to form and association or body of flat Owner to be formed for the upkeep, maintenance and management of the premises and the cost of such formation and incidentals thereto shall be borne by the individual flat Owner and the Developer or its respective nominees (unitOwner) according to their proportionate right.

9.Till such time the association or body is not formed, the premises shall be managed and maintained jointly by the Owner & Developer and the cost thereof as mutually agreed upon by the Developerand Owner would be borne and paid by the Developer or their nominees in proportionate share.

The Owner herein and the Developer shall as such as may be duly agree upon the rules and regulations for such management and maintenance.

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- 10. Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 11. The certificate of the Architect relating to completion of construction/development shall be final.
- 12. The notice of completion issued by the Developer shall be sent to the Owner by hand service intimating that the Owner's area is completed in the manner stated hereinabove and is ready for delivery after obtaining the completion or occupancy certificate of the developer, new water & sewerage connections, shall completely absolve the Developer of its obligation to deliver the Owner's area to the Owner under this agreement.
- 13. For the purpose of sale and/or transfer of allocation of the Developer or the Owner no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent provided the terms of the agreement are fully complied with.
- 14. The Original Title deeds and other documents relating to the aforesaid property shall be delivered to the Developer's Advocate and cannot be mortgaged and shall be make available

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for inspection to the intending purchasers of Developer's Allocation at all reasonable time during the continuance of this project and also thereafter. Upon completion of the project the title deeds and other documents shall be delivered to the Association that shall be formed for the management of the new building.

- 15. If required Developer shall execute and register all documents to perfect the title of the Owner of the Owner's allocation. Registration fees and Stamp Duty, in this case shall be borne and paid by the Owner.
- 16. Time is the essence of this contract.
- 17. If the project is delayed owning to any order or injunction of any Court or statutory body or authority, the Developer shall be liable for such delay. Cost and expenses of all litigations and proceedings shall be borne and paid by the Developer. However, for any suit or proceeding relating to title of the land, the Owner shall be responsible. In such an event the time for completion of the project would be suitably extended.
- 18. It is further clarified that the Developer shall have no right title or interest in the Owner's allocation.

ARTICLE-X

FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligations herein to the extent that the performance of the relative obligations prevent by the existence of the 'FORCE MAJEURE' which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, general labor unrest and/or any other acts or commission inquiry beyond the control of the Developer affected thereby and shall be suspended from the obligation during the duration of the 'FORCE MAJEURE'. Financial constraint shall not be considered a force majeure. Any incapacity on the Developer's part shall also not be considered force majeure. In case of occurrence of force majeure, the Developer within seven days shall give a notice of delay thereof in order to obtain the benefit of such delay.

ARTICLE-XI

ARBITRATION

1. All disputes and differences between the parties arising out of, and /or the meaning, construction or import of this agreement or their respective rights and liabilities as per this

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agreement shall be referred to a Sole Arbitrator, and the seat of arbitration shall be at Kharagpur and the language of arbitration shall be in English and all dispute arising out of this agreement referred to an arbitrator shall deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and / or enactments thereof in force from time to time.

ARTICLE-XII

DEFAULT CLAUSE

1. In the event the Developer fails to complete the said proposed building within the said stipulated period of 36 monthsfair weather from the date obtaining sanction plan and/ or from the date of sanction plan of the Kharagpur Municipality whichever will be later the Developer shall pay a sum per month which is equal amount of rent for her, as demurrage for the defaulting period but the reason beyond the control of the Developer or on account of force majeure as per Force Majeure clause mentioned above, in that event a further extension of time for a period of six months shall be granted unless the Developer is prevented to carry on and/or complete

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the construction at the said premises by any act of God or state, litigation or by any circumstances beyond the control of the Developer.

SCHEDULE OF THE LAND ABOVE REFERRED TO SCHEDULE-'A'

Measuring about 13.27 decimals, lying and situated in District:PaschimMedinipur, P.O: Inda P.S: Kharagpur(Town). S.R.O: Kharagpur, Ward No.: 1, Mouza: Inda, J.L.No:232 R.S.Khatian No. 252 R.S. Plot No. 601, L.R. Khatian No. 10259, L.R.Plot No. 5304, 5305, 5306. Bound & Butted By: On the North- Jafala Road, On the South- Vacant Land of Dutta. On the East – Gallikuchcha Rasta 6ft. On the West: House of Sri.Pradesh Samanta.

COMMON RIGHTS AND FACILITIES

Stair-case, common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof and empty roof, stair, main gate and entrance, proportionate land, pump and motor, septic tank, water reservoir and water tank.

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SCHEDULE OF WORK

(SPECIFICATION OF THE BUILDING CONSTRUCTION)

Construction to be made and equipment's fittings and fixtures to be installed and provided in the building shall be of standard quality and according to the plans and advice of the architect and include the following:

- A. General: The building shall be R.C.C framed structured design of Architect with good quality M.S. Rods and according to sanctioned Building Plan.
- B. Brick Work: 200mm. Thickness Brick work shall be done on outside walls with First class bricks in Cement-sand Mortar (1:6) 125mm/75. Thick inside partition walls between the Flats with first class bricks wall be done in Cement-sand Mortar (1:4) as necessary.
- C. Flooring skirting: All room, verandah and kitchen will be laid vitrified tiles, Black Stone Kitchen slab in kitchen and up to 2'ft. Height Glazed tiles over kitchen slab. In toilets ceramic tiles floor and dado up to 6' height.
- D. Plastering: The outer side, inner side and the ceiling plaster of the building will be of standard thickness and Plaster of Paris to be provided in bed rooms, living rooms, toilet, kitchen and verandah.

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E. Painting: All internal surfaces to be plastered with cement sand mortar and finished with plaster of Paris punning. All external walls to be plastered with waterproof cement sand mortar and painted with cement paint.

F. Doors: Door Frames shall be of Steel angles & Doors shall be 32mm thick with oxidized steel hinges and tower bolts, doors, stoppers, Standard make mortise lock.

G. Windows: shall be of sliding Aluminum windows with glass panels and integrated M.S.Grills.

H. Toilets and Kitchen:

Toilet:

- (i)European White Commode with Cistern and one tap of Standard make.
- ii)Shower,Washbasin with two taps of Standard make shall be provided.

Kitchen:

One sink, two taps of Standard make, Black stone kitchen shelf.I. Electrical Installation:

- i)Three light points, one fan point and two plug points in drawing / dinning space (one 15 amp plug point).
- ii) One fan point, two light points and two plug points in bed room (one 15 amp plug point).
- iii) Two light points in toilet and kitchen and one 15 amp plug point in toilet and kitchen each.

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iv) Concealed wiring with ISI Copper wire will be provided (all switches & sockets to be Standard make).

K.Extra Work: All extra work other than the standard specification shall be entertained by the Developer and charged at a rate as would be decided by the Builder before starting of the said extra work. No outside contractor will be allowed to execute the said extra work till the possession of the flat in question in handed over to the Owner. Entire payments towards such extra work shall have to be made in full before proceeding with the said extra work and any cost of such extra work shall not be adjusted in the event the Owner changing the specification as shall be provided by Developer.

L. Water Supply:

- i) Overhead reservoir (PVC) will be provided at the top floor of the building through Boring/Water Supply of Kharagpur Municipality.
- ii) Connected internal lines as necessary in Kitchen, toilet and suitable
- iii) electrical pump with motor will be installed in the Ground floor to deliver water to overhead reservoir form ground floor reservoir.

 M. Roof:Roof treatment shall be done as per standard practice by the Developer and the roof cannot be used for bathing, washing of clothes and / or utensils by any of the flat Owner.

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Witnesses: -1. Himangshu Roy S/o. Lt. Shishir Kr. Roy. Antaha Charaboth PS-Narayangam 721342 Signature of Owner Sto- Franctosh Chang P.S- Fharageury Signature of Promoter/Developer

Faschim Medinipur - 721305 This Development Agreement is complete in 45 pages including one stamp paper and there are two attesting witnesses. One additional sheet is annexed herewith taking finger impressions of the Owner and the Promoter/Developer which is part and parcel of this Deed.

Drafted, by:-

G. N. Paria,

Advocate,

Judge's Court, Midnapore,

Enrol. No. WB/1560/81

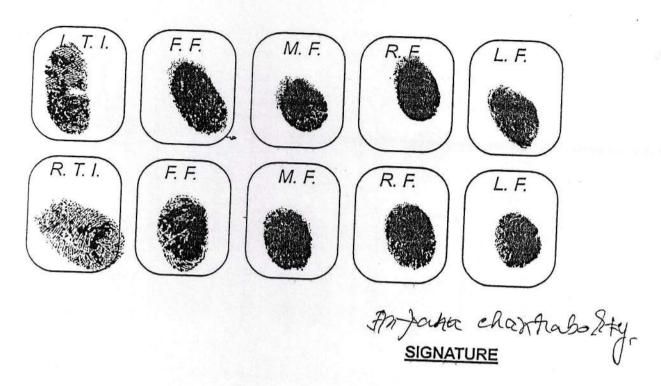
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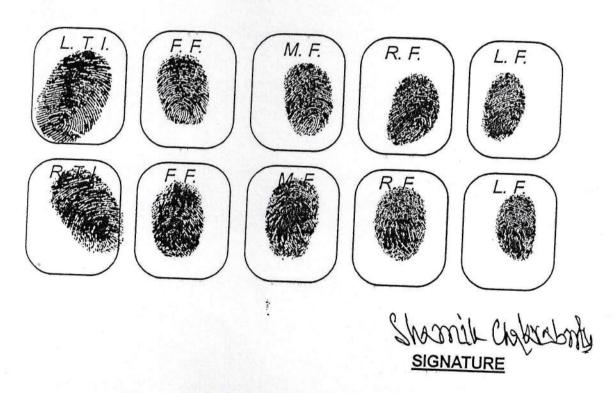
Tapas Kumar Maiti

Inda, Kharagpur.

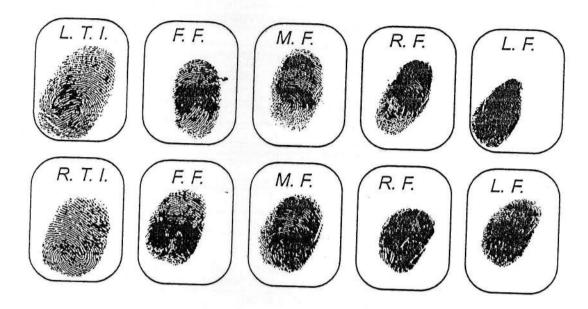
Finger prints of the Owner



Finger prints of the Developer



Finger prints of the Witness



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House Hoy Jeinoughurloy SIGNATURE

Major Information of the Deed

Deed No :	I-1010-01928/2023	Date of Registration 03/03/2023		
Query No / Year	1010-2000581614/2023	Office where deed is registered		
Query Date	02/03/2023 11:32:37 PM	A.D.S.R. KHARAGPUR, District: Paschim Midnapore		
Applicant Name, Address & Other Details	Ganganarayan Paria Thana: Kharagpur, District: Paschin 9002171386, Status: Advocate	n Midnapore, WEST BENGAL, Mobile No. :		
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
		Rs. 75,24,090/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 10,040/- (Article:48(g))		Rs. 35/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from area)	m the applicant for issuing the assement slip.(Urban		

Land Details:

District: Paschim Midnapore, P.S:- Kharagpur Town, Municipality: KHARAGPORE, Road: Jafala Road, Road Zone: (Sabuj Sangha Club -- Tarun Sangha Club), Mouza: INDA, JI No: 232, Pin Code: 721305

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-5304 (RS :-)	LR-10259	Vastu	Commerc ial				Width of Approach Road: 20 Ft., Adjacent to Metal Road,
	LR-5305 (RS :-)	LR-10259	Vastu	Commerc ial	10 Dec		56,70,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
	LR-5306 (RS :-)	LR-10259	Vastu	Commerc ial	2.77 Dec			Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		TOTAL:			13.27Dec	0 /-	75,24,090 /-	
_ 1	Grand	Total:			13.27Dec	0 /-	75,24,090 /-	

ad Lord Details :

	ne,Address,Photo,Fin	Table 1 - Later and the same an	.ure		
(Pres	Anjana Chakraborty entant)	Photo	Einger Print		And Albertan Commencer
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Execut	ed hus a se			Ayma and	 .
, Admit	ted by 03/2023			32	シャン・カーカン
Admissi : Office	on: 03/03/2023 ,Place				
Saratpa	lli Jafala Road, City: Ore, West Bengal, Ind G, Citizen of: India, P Ial, Executed by: Sel	03/03/2023	LTI		¥7
Midnapo	Ili Jafala Road, City: Pre, West Bengal, Ind 5, Citizen of: India, P Ial, Executed by: Sel ed by: Self, Date of P	Kharagpore, P.C	03/03/2023	03/03/2023	
:Individ	ore, West Bengal, Ind., Citizen of: India, Plant Ball, Executed by: Self, Date of A	AN NO. 721305	Sex: Female	ragpur Town Dictail	
, Admitte	ed by: Self, Date of	f. Date of F	x5p, Aadhaar No.	Caste: Hindu, Occi	ct:-Paschim

Developer Details:

Name, Address, Photo, Fing Name Shri Shamik Chakraborty Son of Late Satind	Transport of the second of the			
Son of Late Satindra Kumar Chakraborty	(and	*Finger Print	Signatura	Sea Control
Executed by C	4			erentues, especially
Admitted by Admitt			0.	
Admission: 03/03/2023 ,Place :			Shanila and wood	
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Son of Late Satindra Kumar District:-Paschim Midnapore, Wes Business, Citizen of: India, PA Individual, Executed by: Self Admitted by: Self	03/03/2023	12.4.4466		
District:-Paschim Midnapore, Wes Business, Citizen of: India, Pa Individual, Executed by: Self Admitted by: Self	Chakrahorty O T	03/03/2023	03/03/2000	

Citizen of: India, PAN No.:: acxxxxxx4d Aadhaar No Not Provided by U.S.-Kharagpur Town. Business, Citizen of: India, PAN No.:: acxxxxxx4d, Aadhaar No Not Provided by UIDAI, Status , Admitted by: Self, Date of Admission: 03/03/2023 ,Place: Office

dentifier Details :

on of Late Par	Photo	Finger Print	Signature
lua, P.S. Khan Not Specified P.O.			Signature
Inapore, West Bengal, India, PIN:-			Rani
			Ranju mane
tifier Of Smt Anjana Chakraborty, S	03/03/2023	03/03/2023	
S	nri Shamik Chakr	aborty	3/03/2023

Trans	sfer of property for L1	
	From	To. with area (Name-Area)
1	Smt Anjana Chakraborty	Shri Shamik Chakraborty-0.5 Dec
Trans	fer of property for L2	
	From	To. with area (Name-Area)
1	Smt Anjana Chakraborty	Shri Shamik Chakraborty-10 Dec
Trans	fer of property for L3	To with area (Name A
	From	To. with area (Name-Area)
1	Smt Anjana Chakraborty	Shri Shamik Chakraborty-2.77 Dec

Land Details as per Land Record

District: Paschim Midnapore, P.S:- Kharagpur Town, Municipality: KHARAGPORE, Road: Jafala Road, Road Zone: (Sabuj Sangha Club -- Tarun Sangha Club), Mouza: INDA, JI No: 232, Pin Code: 721305

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 5304, LR Khatian No:- 10259	Owner:অঞ্জলা চক্রবর্তী, Gurdian:তাপস , Address:নিজ , Classification:জল সোয়েম, Area:0.00500000 Acre.	Smt Anjana Chakraborty
L2	LR Plot No:- 5305, LR Khatian No:- 10259	Owner:অগ্রনা চক্রবর্তী, Gurdian:ভাপস , Address:নিজ , Classification:জল সোমেম, Area:0.10000000 Acre,	Smt Anjana Chakraborty
L3	LR Plot No:- 5306, LR Khatian No:- 10259		Smt Anjana Chakraborty

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 14:04 hrs on 03-03-2023, at the Office of the A.D.S.R. KHARAGPUR by Smt Anjana Chakraborty , Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 75,24,090/-

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

Execution is admitted on 03/03/2023 by 1. Smt Anjana Chakraborty, Wife of Late Tapas Kumar Chakraborty, Saratpalli Jafala Road, P.O: Inda, Thana: Kharagpur Town, , City/Town: KHARAGPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by Profession Business, 2. Shri Shamik Chakraborty, Son of Late Satindra Kumar Chakraborty, O T Road, P.O: Inda, Thana: Kharagpur Town, , City/Town: KHARAGPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by Profession Business

Indetified by Shri Ranjit Mahato, , , Son of Late Banamali Mahato, Chamrusai, P.O: Salua, Thana: Kharagpur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721145, by caste Hindu, by profession Law Clerk

Payment of Fees

and the second second second Certified that required Registration Fees payable for this document is Rs 35.00/- (E = Rs 35.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 35/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 1:35PM with Govt. Ref. No: 192022230320046198 on 03-03-2023, Amount Rs: 35/-, Bank: SBI EPay (SBIePay), Ref. No. 4375193284417 on 03-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,040/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,040/-Description of Stamp

- 1. Stamp: Type: Impressed, Serial no 34611, Amount: Rs.5,000.00/-, Date of Purchase: 03/03/2023, Vendor name: Suchismita Kar
- 2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 1:35PM with Govt. Ref. No: 192022230320046198 on 03-03-2023, Amount Rs: 5,040/-, Bank: SBI EPay (SBIePay), Ref. No. 4375193284417 on 03-03-2023, Head of Account 0030-02-103-003-02

Bhim Charan Maity ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. KHARAGPUR Paschim Midnapore, West Bengal

1

Registered in Book - I

Volume number 1010-2023, Page from 37527 to 37579 being No 101001928 for the year 2023.



Digitally signed by BHIM CHARAN

Date: 2023.03.09 16:34:36 +05:30 Reason: Digital Signing of Deed.

lemby

(Bhim Charan Maity) 2023/03/09 04:34:36 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. KHARAGPUR West Bengal.

(This document is digitally signed.)