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ট্রজারী অফিস - বারাসাত জেনার স্বী চালে

ছেন্ডার শ্রী ভাপস কুমার সাহা



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North 24-Parganess Sarsest (D.5 % -1.-

- SRI SATYAJIT MAITY (Pan No. BNYPM5424J) AADHAAR NO. 4320 2995 5076, Son of Late Shyamapada Maity, by faith – Hindu, by occupation – Service, residing at Vill: Tababeria, Beraberia, P.O. – Beraberia, P.S. – Amdanga, Kolkata – 700121, District – North 24 Parganas, Indian Citizen
- SRI SOUMEN MAITY (Pan No. BMEPM8385F) AADHAAR NO. 4779 2430
   2598, Son of Late Shyamapada Maity, by faith Hindu, by occupation Private Tuition, residing at Vill: Tababeria, Beraberia, P.O. Beraberia, P.S. Amdanga, Kolkata 700121, District North 24 Parganas, Indian Citizen
  - hereinafter called the LANDLORDS / OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heir or heirs, executors, administrators, legal representatives, successors or assigns) of the ONE PART.

#### AND

M/S SINGH CONSTRUCTION a proprietorship firm having its office at Vill: Beraberia, P.O. – Beraberia, P.S. – Amdanga, Kolkata – 700121, District – North 24 Parganas, represented by its proprietor namely SRI ASHOKE SINGH (PAN NO. BNGPS8226Q), Son of Late Probhunath Singh, by faith – Hindu, by occupation – Business, residing at Vill: Berababeria, P.O. – Beraberia, P.S. – Amdanga, Kolkata – 700121, District – North 24 Parganas, Indian Citizen - hereinafter called the DEVELOPER / CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include its executors, legal representatives, successors-in-office, administrators and assigns) of the SECOND PART.

WHEREAS one Bishnupada Maity became the absolute owner of ALL THAT piece and parcel of shall land measuring an area of 29 decimals lying and situated at



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Mouza – Chharuhat, J. L. No. – 75, R. S. No. – 144, Touzi No. – 146, under R.S. Khatian No. – 190, comprised in R.S. Dag No. – 612 under A.D.S.R.O. Amdanga, within Beraberia Gram Panchyaet, P.S. – Amdanga, Kolkata – 700121, District North 24 Parganas through a registered Bengali Kobala Deed dated 05.07.1965 from the erstwhile owner namely Badsha Ali Mondal and the said deed was registered in the Office of the Sub-Registry office Habra joint Amdanga, North 24 Parganas and recorded in the Book No. – 1, Volume No. 51, Pages from 166 to 168, Being Deed No. – 5345 for the year 1965 and thereafter said Bishnupada Maity recorded his name in respect of the aforesaid land and property as L.R. Khatian No. 331 in the record of the office of the B.L. & L.R.O. Amdanga, North 24 Parganas.

AND WHEREAS said Sri Bishnupada Maity while seized and possessed the aforesaid land and property, sold, transferred and conveyed ALL THAT piece and parcel of a plot of land and property measuring about 15 decimals out of 29 Decimals land lying and situated at Mouze – Chharuhat, J.L. No. – 75, under L.R. Khatian No. – 331, comprised in R.S./L.R. Dag No. – 612 under A.D.S.R.O. Amdanga, District North 24 Parganas, within Beraberia Gram Panchyaet, P.S. – Amdanga in favour of Sri Tapan Kumar Maity, Sri Pintu Maity and Sri Anup Kumar Maity by virtue of a registered Deed of Conveyance executed on 23.03.1990 which was duly registered in the office of the A.D.S.R. Amdanga, and recorded in the Book No. – I, Volume No. – 19, Pages from 381 to 388, being no. – 1330 for the year 1990.

AND WHEREAS by virtue of the aforesaid deed of conveyance, said Sri Tapan Kumar Maity, Sri Pintu Maity and Sri Anup Kumar Maity became the absolute joint owners of the aforesaid plot of land having undivided 1/3<sup>rd</sup> share each and while they seized and possessed the aforesaid land and property, said Anup Kumar Maity died intestate as bachelor leaving behind his mother namely Smt. Nani Bala Maity as his only legal heir of his left property and after demise of said Anup Kumar Maity,





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his mother became the sole owner of undivided 1/3<sup>rd</sup> share of the aforesaid total land and property measuring about 15 decimals and she seized and possessed the aforesaid land and property jointly with her other two sons namely Sri Tapan Kumar Maity, Sri Pintu Maity as per the law of Hindu Succession Act, 1956.

AND WHEREAS Sri Shyamapada Maity, the father of the present vendors, exchanged his another property with the aforesaid property of Sri Tapan Kumar Maity, Sri Pintu Maity and Smt. Nanibala Maity by a deed of exchange dated 29.12.2006 which was duly registered on 05.03.2008 in the office of the D.S.R. – I Barasat and recorded in the Book No. – I, CD Volume No. – 1, Page no. 13456 to 13467, being No. – 00996 for the year 2008 and by virtue of the said Deed of Exchange, Said Sri Shyamapada Maity became the absolute owner of ALL THAT piece and parcel of land measuring about 15 decimals lying and situates at Mouza – Charuhat, Pargana – Anoarpur, J.L. No. – 75, L.R. Khatian No. – 331, R.S. & L.R. Dag No. – 612, Touzi No. – 146, under A.D.S.R.O. Amdanga, P.S. – Amdanga, Kolkata – 700121, District North 24 Parganas, within Beraberia Gram Panchayet, with all common and easement rights and all other rights.

AND WHEREAS said Sri Shyamapada Maity while seized and possessed the aforesaid land and property, he mutated his name in the record of the B.L. & L.R.O. as per L.R. settlement (L.R. Jarip) as L.R. Khatian No. – 936 in respect of R.S. & L.R. Dag No. 612 in respect of total land measuring about 15 decimals. And he also converted 7 decimals plot of land out of 15 decimals from shall to bastu by a conversion case vide no. 39/2015.

AND WHEREAS said Sri Shyamapada Maity, while seized and possessed the aforesaid land and property, he died intestate on 21.11.2015 leaving behind his wife namely Smt. Gita Maity and two sons namely Sri Satyajit Maity and Sri Soumen Maity as his legal heirs and representatives and after demise of said Shyamapada Maity, his wife namely Smt. Gita Maity and his two sons namely Sri Satyajit Maity and Sri Soumen Maity became the absolute joint owners of the property left by

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Shyamapada Maity as per the Law of Hindu Succession Act, 1956. Thereafter said Gita Maity died intestate on 21.03.2017 leaving behind his two sons namely Sri Satyajit Maity and Sri Soumen Maity, the present owners herein and thereafter said Sri Satyajit Maity and Sri Soumen Maity became the absolute joint owners of the property left by Shyamapada Maity.

AND WHEREAS in the mean time aforesaid Bishnupada Maity transferred his remaining 14 decimals land of R.S. and L.R. Dag No. 612 to his only son namely Sri Mintu Maity.

AND WHEREAS in this way said Sri Mintu Maity, Sri Satyajit Maity and Sri Soumen Maity became the joint owners of the aforesald land and property measuring about 29 Decimals R.S. & L.R. Dag No. 612 lying and situates at Mouza — Charuhat, Pargana — Anoarpur, J.L. No. — 75, L.R. Khatian Nos. — 1067 (in the name of Sri Mintu Maity) & 936 (in the name of Sri Shyamapada Maity), R.S. & L.R. Dag No. — 612, Touzi No. — 146, under A.D.S.R.O. Amdanga, P.S. — Amdanga, Kolkata — 700121, District North 24 Parganas, within Beraberia Gram Panchayet, with all common and easement rights and all other rights.

AND WHEREAS said Sri Mintu Maity; Sri Satyajit Maity and Sri Soumen Maity while seized and possessed the aforesaid land and property, to avoid future discrepancies they partitioned their aforesaid land and property on 28.09.2018 by virtue of a Deed of Partition which was duly registered on 01.10.2018 in the Office of the Additional District Sub-Registrar, Amdanaga and recorded in Book No. – I, Volume No. – 1516-2018, Pages – 39244 to 39283, Being No. – 151601820 for the Year 2018.

AND WHEREAS by virtue of the aforesaid Deed of Partition, aforesaid Sri Satyajit Maity and Sri Soumen Maity, the owners herein jointly got a piece and parcel of land measuring about 14 decimals including passages (in which 7 (seven) decimal plot of land is Bastu and remaining 7 (Seven) decimal plot of land is Shali) with right

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to use of the common passage which was delineated in the map annexed in the aforesaid Partition Deed Vide No. 1820 for the year 2018 as plot B and marked by colour green. And thereafter they mutated their names in the record of the B.L. & L.R.O. In khatian no. 1398 (in the name of Sri Satyajit Maity in respect of 7 decimals of land) and in khatian No. 1399 (in the name of Sri Soumen Maity in respect of 7 decimals of land) and also mutated their names in the record of Beraberia Gram Panchayet in respect of the aforesaid land and property by paying all rents and taxes regularly. And they also converted remaining 7 decimals plot of land out of 14 decimals from shall to bastu by two conversion cases vide nos. CN/2021/1501/15 and CN/2021/1501/16.

AND WHEREAS said Sri Satyajit Maity and Sri Soumen Maity while possessing their respective plot of lands and they jointly intend to make construction of a multi-storied building on their said land with a plan to be sanctioned by the North 24 Parganas Zilla Parishad and/or appropriate Authority on the said land and property comprising of several flats/space/shops/garages/units/Offices but due to paucity of fund and lack of experiences and knowledge they failed to materialize the same.

AND WHEREAS the aforesaid OWNERS approached the aforesaid Developer to construct a multi storied building with comprise several self-contained flats/shop/garages/spaces/units/Offices on the aforesaid plot of land which is particularly mentioned in the First Schedule below and also materialize their desires for Ownership and possession of a portion of the total constructed area of the proposed building for their business purpose as absolute owner thereof togetherwith undivided proportionate share of interest in the land underneath and also with the right of uses of common areas and common facilities of the total constructed area of the said building.

AND WHEREAS after mutual discussions held between the Present OWNERS and the Developer, the Developer accepted the proposal to implement the said building project subject to the terms and conditions as appearing hereunder:-



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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the Land Owners shall allow the Developer to construct the modern multistoried Building on the total land which is morefully and particularly mentioned in the First schedule hereunder written of the aforesaid owners under the scheme whereby the Land Owners shall provide the land mentioned in the First Schedule and the Developer shall construct the multi-storied Building thereon at his own cost and responsibility as per plan, in the name of owners to be approved by North 24 Parganas Zilla Parishad and/or appropriate Authority and design to be prepared by the Developer Company.
- 2. That at the request of the Owners, the Developer have agreed to undertake a Scheme of Development of the said land and property by raising and constructing multi storied new building thereon containing several self-contained flats / apartments / spaces / Garages / Shops / Units / Offices as may be sanctioned by the North 24 Parganas Zilla Parishad and/or appropriate Authority. The aforesaid Owners shall entitled to get two shop rooms on the ground floor North-East side of the proposed newly constructed multi-storied building one of which is measuring about 240 sq.ft. covered area and another is measuring about 180 Sq.ft. covered area which is morefully and particularly mentioned in the schedule and marked as green colour in the annexed plan and beside these two shop rooms, the owners shall also entitled to get Rs. 1,00,00,000/- (Rupees One Crore) only from the Developers, out of which Rs. 20,00,000/- (Rupees Twenty Lac) only will entitled to get on or before execution of this agreement and balance of Rs. 80,00,000/- (Rupees Eighty Lac) only will entitled to get after sanctioning the building plan in the following manners:
  - Rs. 20,00,000/- (Rupees Twenty Lac) will be paid by the developer to the owners within 45 days from the date of sanctioning the building plan.



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- Rs20,00,000/- (Rupees Twenty Lac) will be paid by the developer to the owners within 90 days from the date of sanctioning the building plan.
- Rs. 20,00,000/- (Rupees Twenty Lac) will be paid by the developer to the owners within 135 days from the date of sanctioning the building plan.
- iv) Rs. 20,00,000/- (Rupees Twenty Lac) will be paid by the developer to the owners within 180 days from the date of sanctioning the building plan.

These are the OWNERS' ALLOCATION. That the Developers shall handover the Owners' allocation on or before the expiry 36 months from the date of sanction of the building plan from North 24 Parganas Zilla Parishad and/or appropriate Authority.

It is pertinent to mention here that if the developer is entitled to get the sanction building plan for extra floor after sanctioning of the first building plan for construction of the proposed building in respect of the aforesaid plot of land, then the landlord / owner will have no right for extra demand as the owner of the aforesaid and below first scheduled land and property.

- 3. The Developers will get entire building excluding the OWNERS' allocation of the newly constructed multi-storied building in lieu of cost of construction that will be the Developers' allocation and the Developers shall be entitled to dispose of their allocations of the constructed area in any manner to any intending purchaser/purchasers thereof as may be chosen and selected by the Developers and they will take the sale proceeds from the intending purchaser/purchasers and the Owner shall not have any right to claim any benefits from the sale proceeds of the Developers' allocation.
- 4. That the Owners shall be legally bound to deliver vacant peaceful possession of the aforesaid property except 6 feet wide common passage to the Developers for the construction of the proposed newly constructed multi-storied building when the Developers require the same for construction of multi- storied building.



North 24-Parganas Barasal ( D.S.R.-1

- The Owners shall supply the Original Deeds and all original Documents and Papers in respect of the Land and Property mentioned in the First Schedule hereunder written at the time of execution of this agreement to the Developers.
- 6. That the Owners shall always remain legally bound to execute and register appropriate deeds of conveyance to sale, transfer convey in favour of the intending purchaser/purchasers alongwith proportionate undivided share of interest in the land beneath the newly constructed building at the request of the Developers for the Developers allocation and at the costs and expenses of the intending flat purchaser/purchasers. It is pertinent to mention here that the owners should not cancel the power of attorney without any reason, so long the agreement is in force.
- 7. That the Owners and the Developers have agreed upon the specifications of constructions of the proposed new building hereafter referred to as "Construction Specifications" as more fully and particularly described in the Second Schedule written herein below.
- 8. That subject to the provision of these presents the Owners hereby grant and empowered to the Developers exclusive right/rights to build upon and construct a multi- storied building in or upon the vacant land comprised in the said premises in accordance with the plan of the constructions as permitted and sanctioned by the North 24 Parganas Zilla Parishad and/or appropriate Authority.
- That the Developers shall be entitled to vary-and/or modify the said plan or construction, subject to sanction of such modified plan by the North 24 Parganas Zilla Parishad and/or appropriate Authority.
- 10. That all applications, plan, and other requisites documents as may be prepared by the Developers for the purpose of sanction of the plan, shall be signed and submitted by the Owners to the Developers for processing.
- 11. That the Developers shall bear all the expenses to be incurred in connection with the construction of the proposed multi-storied building from their own fund.



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- 12. That the Owners apart from receiving their allocated portions of the proposed building, shall also be entitled to easement rights in common with the other occupiers of the said building in respect of the common areas and the facilities provided therein, as set out in Third Schedule herein below.
- 13. That save and except the area allocated to the Owners, the Developer shall have the exclusive rights and empowered to deal, sign and execute with the remaining constructed area or portion of the proposed building, including its rights to all common areas and facilities provided in the said building and shall have the right to enter into any agreement with prospective flat / shops / office / garage / units / spaces buyers as may be chosen and selected by the Developer, for transfer, sale, grant lease of the portion of the building for or at such price and at such consideration of such terms and conditions as may be agreed upon by and between the Developers and intending Purchaser or purchasers.
- 14. That with the execution of the present, the Owners shall remain liable to execute and register a Power-of-Attorney in favour of Developer granting due and all requisite authority to the Developer to enter upon the said premises, take measurement and construct the proposed building, represent the Owners before all authorities for sanction of the plan, submit, application on behalf of the Owners for procuring the building materials and also to negotiate for sell, enter into agreement for sale and all types of transfer deeds in favour of intending purchaser or purchasers and to receive advance money and balance consideration money from them in respect of the developers' allocation.
- 15. That the Owners shall also authorize and empowered to the Developers or their authorized person or persons by this agreement to do all other acts, deeds, and things at the instance of the Developers whenever necessary to obtain any other requisite permission of any authority or sanction of the Government, public or any Statutory body as may be required for the construction of the proposed building PROVIDED THAT the Developers shall bear all costs and expenses for



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- all such documents, letter, papers, memorandum etc. shall deposits, requisites, fees.
- 16. That the Owners shall, at the request of Developers, execute all such documents, papers, memorandum and deeds in furtherance of these presents which the Developers may require from the Owners for smooth and expeditious construction of the proposed building.
- 17. That prior to actual construction work is taken up in hand by the Developer, the Owners undertake to make out a good and marketable title to the said Premises in their favour free from all encumbrances, charges, claims, demands, liabilities, liens and lispendence or attachments or whatsoever kind or nature of the building.
- 18. That the Owners hereby agree that they will not do anything in regard to the said properties where the Developer with undertake construction of the proposed building and will not do anything whereby disposal of its share of the said building is prejudicially effected and/or the construction be delayed or impeded in any manner whatsoever.
- 19. That regarding question of right title and interest in respect of the aforesaid and below Schedule properties that it will be the liability of the Owners to make out a clear marketable title in their favour.
- 20. The Developer hereby agrees that it shall keep the Owners indemnified against all third party claims or actions arising out of any act or omission on the part of the Developers, its agents, men or labours during the construction of the proposed building.
- 21. That it is hereby agreed by and between the parties that name of the constructed building shall be chosen by the Developers.
- 22. That the developers have liberty to amalgamate the First Schedule property with the adjacent lands of the other Owner/Owners as they think fit and proper. It is pertinent to mention here that the developer will not make any construction by encroaching the common passage.



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- 23. That after handover of Owners' allocation and disposal of the flats in the Developer's allocation all the occupiers in the said building complex including the Owners will form an Association for maintenance and upkeep the building complex jointly.
- 24. That if for reason of force majeure i.e. Acts of God, like natural calamity earthquake, flood, or civil unrest, famine, war, military operations of any nature blockade or damage, injury or loss due to fire, accident, mob violence attack from the air of any other major disturbances or for reasons that are beyond control of the second party any difficulty arises, the parties shall mutually make such arrangement as may be just in the circumstance of the case.
- 25. That the Developer shall carry total construction work of the building at its own cost and will take the sale proceeds of Developers' allocation exclusively.
- 26. Booking from intending Purchaser or purchasers for Developer's allocation will be taken by the Developers and the agreement with the intending Purchaser/ Purchasers will be signed by Developer.
- 27. After getting the REGISTERED POWER-OF-ATTORNEY in favour of the Developers the booking from intending Purchaser or purchasers for Developer's allocation will be taken by the Developer and the agreement with the intending Purchaser/ Purchasers will be signed by him on behalf of the Owners as per REGISTERED POWER-OF-ATTORNEY in his favour.
- 28. Developer is empowered to selling price of the Developer's allocation will be fixed by the Developer without any permission or consultation with the Owners. The Profit & Loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owners' allocation on accounts of loss or vice versa on account of profit from Developer's allocation.
- 29. Developers are empowered to collect consideration money from the sale of Developers' allocation from the intending Purchaser/Purchasers and issue money receipt in his/their own name(s), and moreover take advance and full and final consideration from the intending purchasers for Developers' allocation only.



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- 30. The Developers shall pay and bear the all property taxes and other dues and outgoings in respect of the said premises according to dues as and from the date of execution of this agreement till disposal of developers' allocation and handover of owners' allocation.
- 31. That it is hereby declared by the parties to this agreement that, First Schedule refers to the Owners' land and Premises also and the Second Schedule herein refers to proposed construction to be constructed by the Developers according to the sanctioned plan to be obtained by the Developers and also the Owners' allocation.
- 32. That the Owners shall be legally bound to deliver vacant peaceful possession of the aforesaid property to the Developers for the construction of the proposed new building.
- 33. That the owners are liable to register the development agreement in favour of this developer within on date of execution of this agreement. If the owners will neglect to register the development agreement, then the owners should liable to refund the paid up amount which is paid by the developers within 7 days from the date of execution of this agreement with damage charges of
- 34. That the Owners do hereby declare as well as assure the Developer that during the continuance of the said building project if any of the Owner die, in that case the heirs and legal successors of that deceased Owner shall be duty bound to follow all the terms and conditions including covenants of this agreement and shall execute a supplementary Development agreement with the Developers and shall also execute a registered Development Power of Attorney in favour of the Developer for smooth completion of the said building project and the developer also declare as well as assure the Owner that during the continuance of the said building project if the developer die in that case the heirs and legal successors of that deceased developer shall be duty bound to follow all the terms and conditions including covenants of this agreement and shall enter into a supplementary agreement with the owners of the schedule property.



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35. That if any dispute arises regarding the interpretation, terms and conditions of the development agreement, matter will be refer to the sole Arbitrator or more than one Arbitrator appointed by each of the parties for adjudication of the dispute. If the Arbitration falled then the aggrieved parties shall have the liberty to sue or seek redress before the competent Court of Law of the land and building.

### FIRST SCHEDULE ABOVE REFERRED TO:

#### Description of the Land and property

ALL THAT a piece and parcel bastu land measuring about 14 decimals including common passages out of 28 decimals as per present record of rights lying and situated at Mouza – Chharuhat, J.L. No. – 75, R.S. No. – 144, under L.R. khatian no. 1398 (in the name of Sri Satyajit Maity in respect of 7 decimals land) and 1399 (in the name of Sri Soumen Maity in respect of 7 decimals land) comprised in R.S. & L.R. Dag No. – 612, Scheme Plot No. B under the limits of Beraberia Gram Panchayet under A.D.S.R.O. Amdanga, District North 24 Parganas, P.S. – Amdanga with all easement rights and all other rights butted and bounded by:

ON THE NORTH :

6'+6' = 12' Common Passage thereafter the land of Sri

Mintu Maity

ON THE SOUTH :

Land of Dag No. 613.

ON THE EAST

Nilguni Santoshpur Road.

ON THE WEST

Land of Dag No. 605/733

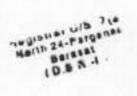
# SECOND SCHEDULE ABOVE REFERRED TO:

(OWNERS' allocation and specification of owners' shop room)

# The Owners will be entitled to get:

Two shop rooms on the ground floor North-East side of the proposed newly constructed building one of which is measuring about 240 sq.ft. covered area and another is measuring about 180 Sq.ft. covered area which is morefully and particularly mentioned in the schedule and marked as green colour in the annexed plan and beside these two shop rooms, the owners shall also entitled





to get Rs. 1,00,00,000/- (Rupees One Crore) only from the Developers, out of which Rs. 20,00,000/- (Rupees Twenty Lac) only will entitled to get on or before execution of this agreement and balance of Rs. 80,00,000/- (Rupees Eighty Lac) only will entitled to get after sanctioning the building plan in the following manners:

- Rs. 20,00,000/- (Rupees Twenty Lac) only will be paid by the developer to the owners within 45 days from the date of sanctioning the building plan.
- ii) Rs. 20,00,000/- (Rupees Twenty Lac) only will be paid by the developer to the owners within 90 days from the date of sanctioning the building plan.
- iii) Rs. 20,00,000/- (Rupees Twenty Lac) only will be paid by the developer to the owners within 135 days from the date of sanctioning the building plan.
- iv) Rs. 20,00,000/- (Rupees Twenty Lac) only will be paid by the developer to the owners within 180 days from the date of sanctioning the building plan.

These are the OWNERS' ALLOCATION. That the Developers shall handover the Owners' allocation on or before the expiry of 36 months from the date of sanction of the building plan from North 24 Parganas Zilla Parishad and /or appropriate Authority.

It is pertinent to mention here that if the developer is entitled to get the sanction building plan for extra floor after sanctioning of the first building plan for construction of the proposed building in respect of the aforesaid plot of land, then the landlord / owner will have no right for extra demand as the owner of the aforesaid and below first scheduled land and property.

specification of the owners' two shop rooms and other features as follows:It is a building of R.C.C. frame structure to be constructed with quality materials.



North 24-Parganes Saissel (DS N -4

- All exterior wall of the building will be 8" / 10" thick Cement brick work with 5:1
  mortar. Only the wall between the shop rooms will be 3" or 5" thick as require.
  These will be done by 4:1 mortar.
- All walls will be plastered with sand and cement mortar in 5:1 portion.
- All floors will be finished with marble / tiles flooring.
- One shutter will be provided in each shop rooms.
- Electric wiring will be of concealed type. 2 light points, 1 fan point, one 15 ampere plug point one 5 ampere plug point will be provided in each shop room.
- All interior walls will be finished with a coat of putti / plaster of Paris.
- Electric box for meter will be provided at the ground floor under stair of the existing building.
- The Security Deposit with WBSEDCL for each meter of each shop room will have to be deposited by the owners of the particular shop room.
- 9. Exterior paint (weather Coat) will be made of the exterior walls of the building.
- Developers will have no liabilities after handing over both the shop rooms to the OWNERS.

# THIRD SCHEDULE ABOVE REFERRED TO:

(Developers' allocation)

The entire multi storied building excepting the Owners' allocation of the constructed area of the proposed new building will be the Developers' Allocation.

# FOURTH SCHEDULE ABOVE REFERRED TO COMMON PORTIONS COMMON WITH THE CO-OWNERS OF THE SAID BUILDING:-

- The land, open space, paths, drain ways in the said building.
- General lighting of the common portions.
- Drains and sewers the building to the panchayet connection drain and/or sewerage.



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#### COMMON PARTS:-

- Land under the said building described in the First Schedule.
- Water pump, reservoir, Submersible, overhead water tank and distribution pipes to different shop room (if required).
- Water and sewerage evacuation pipes for the units drain the sewerage common to the said building (if required).
- Common meter box and meter room.
- Common main electric service line.
- Boundary wall to be provided with light point as require.

# FIFTH SCHEDULE ABOVE REFERRED TO

(Maintenance)

The OWNERS may form an association and the actual maintenance, which include sweepers, electric charges for common areas like staircase lights, building external lights, common lights, pump set motors etc. will be borne by Association.

- Staircase on all floors, Staircase landing on all floors, and roof of the top floor (if the owners intend to use the said staircase and other facilities).
- Water pump, water tank, water pipes and others common pump installation.
- Electrical Wiring, Meters and Fittings (Excluding those which are installed for any particular unit).
- Drainage and sewerages / Septic Tank.
- Boundary walls and Main gates.
- 6. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy or the shops in common and as are specific by the Developers expressing to be the common portlons after construction of the proposed building.



North 24-Pargence Sereset (D.S.N.4

IN WITNESS whereof the parties hereto executed this Agreement the day, month and year first above written.

SIGNED, SEALED & DELIVERED by the OWNERS and the Developers in presence of:

1. Jaki's Hossain Gazi' Bijon Pur, vilgery

1. Salgajit maily 2. Soumen Maily

Signature of Owners/Vendors

2 Paroline arma

Drafted & prepared by:

Brolif for Son

Advocate

High Court, Calcutta.

Typed By: F-975/720/96

Arnob Grandon. Arnab Kumar Das

Advocate

Singh Construction

Signature of the DEVELOPERS



Morth 24-Parganas Barsasi (D.S.R.4.

#### MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned of the

RECEIVED of and from the within named Developer the within mentioned of the sum of 20,00,000/- (Rupees Twenty Lac) only as per memo given below:
25.1.2021 Chaque No - 022/28 UBI - 5,00,000 |

28-1-2021 11 022/29 UBI - 5,00,000 |

15-3-2021 11 278332 PNB 5,00,000 |

15-3-2021 11 278333 PNB - 5,00,000 |

Total Bureau T

Total Rupees Twenty Lac Only

Rs. 20,00,000/-

WITNESES:

1. Jakir Hossaingasi Brijay pur wilgy

SIGNATURE OF THE OWNERS



0

Negistrat UIS 7(6) Netth 24-Parganas Saissai (B.S.X.)

1 5 MAR 2021



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

**GRN Details** 

GRN:

192020210244674801

GRN Date:

15/03/2021 10:12:52

BRN:

IK0BANXRI6

Payment Status:

Successful

Payment Mode:

Mode: Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

15/03/2021 10:03:41

Payment Ref. No:

2000552336/2/2021

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

ASHOKE SINGH

Address:

BERABERIA AMDANGA N24PGS 700121

Mobile:

9681093339

Depositor Status:

Buyer/Claimants

Query No:

2000552336

On Behalf Of:

Mr JAKIR HOSSAIN GAZI

Identification No:

2000552336/2/2021

Remarks:

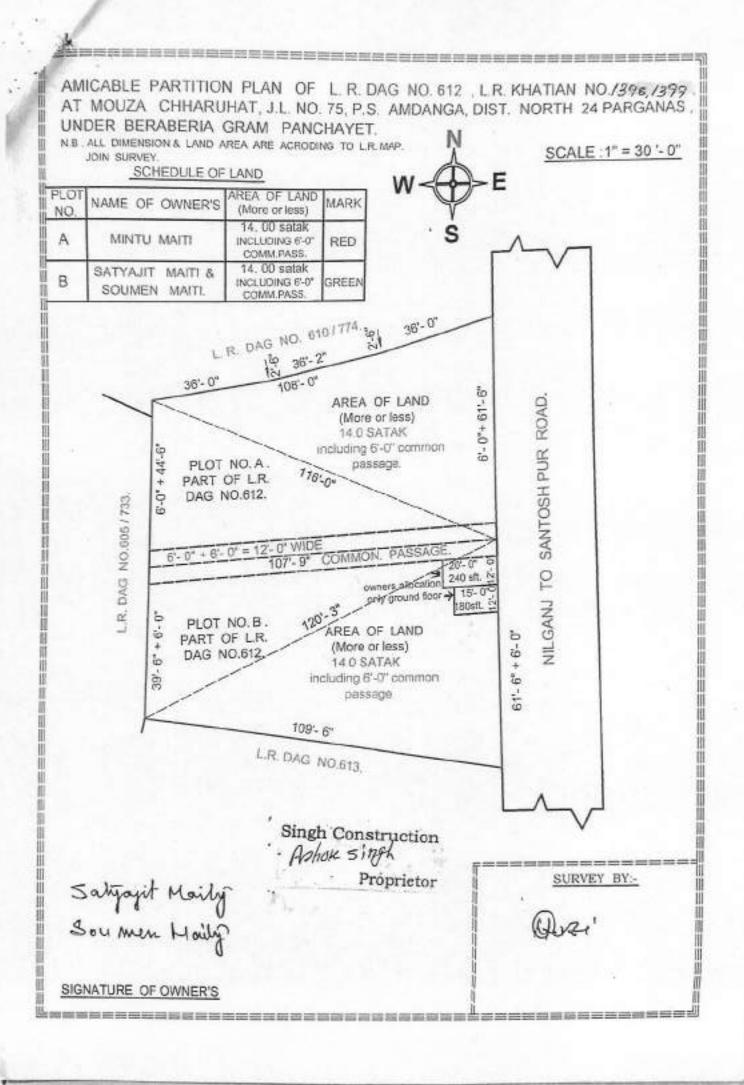
Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000552336/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	5001
2	2000552336/2/2021	Property Registration-Registration Fees	0030-03-104-001-16	20007
	- /		Total	25008

IN WORDS:

TWENTY FIVE THOUSAND EIGHT ONLY.





0

Negletrer U/8 7(4) North 24-Pargense Baraset (9.5 % -1

1 5 MAR 2023

## UNDER RULE 44A OF THE I.R. ACT 1908 (1) Name:

LITTLE	RING	MIDDLE	FORE	THUMB
63				
THUMB	FORE	MIDDLE	RING	LITTLE



Salgagit Maily
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriates status)

(2) Name:

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE
	6		(CA)	A 5.
ACT CONTRACTOR	- 3160		1007	7000



All the above fingerprints are of the above named person and attested by the said person.

Soumen Maily
Signature of the Presentant

LITTLE	RING	MIDDLE	FORE	THUMB
	( ) .		Congress of	2.T
THUMB	FORE	MIDDLE	RING	LITTLE
			(N)	4
	1 24		18.99	W



Ashok Singh Signature of the Presentant

N.B.: L.H. = Left hand finger prints & R.H. = Right hand finger prints.



0

Morth 24-Perganas Beissat (9 8 3 4

1 5 MAR 2021



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

GRN Details

GRN:

192020210244816931

GRN Date:

15/03/2021 13:03:57

BRN:

CKP8472928

Payment Status:

Successful

Payment Mode:

Payment Ref. No:

ode: Online Payment

Bank/Gateway:

State Bank of India

2000552336/8/2021

BRN Date:

15/03/2021 13:03:07

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

JAKIRHOSSAIN GAZI

Address:

BARASAT COURT

Mobile:

9681093339

Depositor Status:

Buyer/Claimants

Query No:

2000552336

On Behalf Of:

Mr JAKIR HOSSAIN GAZI

Address:

D.S.R. - I NORTH 24-PARGANAS D.S.R. - I NORTH 24-PARGANAS

Office Name: Identification No:

2000552336/8/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 8

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000552336/8/2021	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2000552336/8/2021	Property Registration- Registration Fees	0030-03-104-001-16	80046
			Total	80066

IN WORDS:

EIGHTY THOUSAND SIXTY SIX ONLY.

#### ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/10/089/318194

-পরিচয় পত্র

. Duplicate প্রতিরূপ

Elegtor's Name

Satyaji Mali .

सियांत्रहरू साम

সভাবিদ ঘাটাই

Father's Name

Shyamapada Maiti

গ্রিষ্ঠার নাম

ন্যায়ালদ মাইটি

Sex

লিফ

M.

Age as on 1.1.2003

29

১,১.২০০০-এ বছস

43

Address:

Tababeriya, Beraberiya Amdanga North 24 Parganas 743120

दे।शहर्यदश्यान्यान् ५३ होनाहबहिक द्वक्रहाहिक धामक्षत्रा हेन्द्र १४ नवस्त fora :

\*14320

Facaimile Signature Electoral Registration Officer Drive Desire widesite

Assembly Constituency: 89-Amidanga

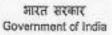
বিধানসভা নিৰ্বাচন ক্ষেত্ৰ : ৮৯-আগড়াভা

CRASE GRAFF ANGAL

District:Horp 24 Pargaras Date: 16,07,2003

@fiq134.04.1000







सत्यजीत माइती Satyajit Maity

िता : क्यमापदा माइती Father : Shyamapada Maky जन्म तिथि / DOB : 30/09/1973

Sed / Majo



#### 4320 2995 5076

- आम आदमी का अधिकार

Satzajit Maily



সন্সক্ষয় বিষয়ত প্রভাৱ প্রাথিককে Unique identification Authority of India

पताः ... , ब्रीहेआरएवीईआरआईपः सब्देशियाः, बेरावेशियाः, नॉर्से 24 पर्गामासः, वेश्वः बेगानः, 700121

Address: ..., BERABERIA, Tababeria. Beraberia, North 24 Parganae, West Bergal, 700121.

4320 2995 5076



Faily ® Little growing

www.uldal.pow.kr

आयकर विभाग

INCOMETAX DEPARTMENT

SATYAJIT MAITY SYAMAPADA MAITY

30/09/1973

Permanent Account Number

BNYPM5424J

Salijajih Hall



भारत सरकार GOVT. OF INDIA





Satyajit Maily



ভারতের নির্বাচন কমিশন

ELECTION COMMISSION OF INDIA

MGS1586155



: সৌমেন মাইতি निर्वाद्यक्त माम

Elector's Name : Somen Mally

: শ্যামাপদ মাইটি **Proxitate** 

Pather's Name : Shyamapada Walty

: 20 M MNOSex.

क्ष्य चारिष Date of Birth : 07/89/1977

#### MGS1586155

(SPIRIT

টাৰাম্পট্টিয়া, লাখুবোট্টিয়া, আৰম্ভাৰা, উভাৰ 24 শালবা-743125

Address:

TABABERIA, BERABERIA, AMDANGA, NORTH 24 PARGANAS - 743120



Dgje: 16/07/2014

102-আমহান সিবাল ক্ষেত্ৰত নিৰ্বাচন সিবাল व्यक्तिक शक्ता व्यक्ति Facsimile Signature of the Electoral feeglaterion Officer for

102-Amdanga Constituency

विभाग प्रोताकी राज गांक विभाग प्रश्तीय निर्देश का दस्त से स्पर्ण गांका भूगी पर्वत गांकाच्या गांकाओं क्या निर्देश कर्ण नहें गांकाच्या नामी दिवस करने

In case of change in address mercion this Card No. In the relevant Feen for including your easts in the rell as the changed address and to obtain the said with same number. 140/0254

Soumen Maily





Int. Section

भारत सरकार

Government a trees

नामकः कम / Enrolment No 111 1/83/657,06636

Sourien Maty सीमा नहते

25/10/2014 BERMSERM

Terabeta Berabeta Andangs North 24 Parganas West Bengal 700121

Rof. 4573 / 07W / 704783 / 704080 / P



क्रमांक / Your न्य-अध्यक्ष No. :

4779 2430 2598

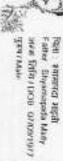
आम आदमी का अधिकार



White High

Government of India भारत तरकार

Soumen Main,











AADHAAR

## HUA

- अधाः पहचान का प्रसाण है, अमिरिकता का नहीं।
- पहचान का प्रमाण ऑसलाइन प्रमाणीकरण द्वारा प्राप्त करें।

# NEORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- " आधार देश अर में मान्य है ।
- अन्यार अविष्य में साकारी और मैर-साकारी सेवाओं का सम उठाने में उपयोगी होता ।
- Anothe aris valid throughout the country.
- Andhas will be helpful in availing Government. and Non-Government services in future.



भारतीय भिरीष्ट पहचन प्रधिकता

पताः ... वीज्ञास्त्रवीहेळ्टाक्षेत्रः अवशेष्कः, बेक्सीदेशः, जीते 24 पत्राच्याः, वेशः चन्त्रः, 700121 Unique Identification Authority of India

Benga 700171 Artonia ... IERABURA, Takmesia Rerabusa, Norti 24 Paganan, West

Soumen Hour

4779 2430 2598

1

INCOME TAX DEPARTMENT
SOUMEN MAITI
SHYAMAPADA MAITI
07/09/1977

भारत सरकार GOVT. OF INDIA



Soumen Haily

Percharence content (4) (4)

In case this cord is but / found, foundly in found (secure soil)
Income Tax PAN Survices (Init) UTITIES
Proof to 15. Secure 11. Cash Selbour.
Need Aphilibed - 400 614.
Secure 2 to 17. July 19. Secure 2. Secure 2 to 17. July 19. Secure 2 to 17. Secure 2 t

Soumen Maily



Anhou singh





Aphole single.

## Major Information of the Deed

Deed No :	1-1501-03977/2021		
Query No / Year	The state of the s	Date of Registration	15/03/2021
THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAME	1501-2000552336/2021	Office where deed is re	egistered
Query Date	10/03/2021 7:43:16 PM	1501-2000552336/2021	- granataw
Applicant Name, Address & Other Details	JAKIR HOSSAIN GAZI Thana: Barasat, District: North: Status: Altorney of Claimant		Mobile No. : 9681093339
Transaction	and the second second second	A delition of Tours and	The second
[0110] Sale, Development A	VICE THE RESIDENCE OF THE PARTY	Additional Transaction	THE RESERVE
	greement or Construction	[4308] Other than Immov Agreement [No of Agree than Immovable Property 1,00,00,000/-]	ment : 2], [4311] Other
Set Forth value	2.5.4.2 Sept. 2.50	Market Value	STATE OF THE PERSON
Rs. 30,00,000/-	V - S CHURCH	The Contract of the Contract o	SOCIAL PROPERTY.
Stampduty Paid(SD)		Rs. 75,91,500/-	
		Registration Fee Paid	
Rs. 10,021/- (Article;48(g))		Rs. 1,00,053/- (Article:E,	E, B)
Remarks			

#### Land Details:

District: North 24-Parganas, P.S:- Amdanga, Gram Panchayat: BERABERIA, Mouza: Chharuhat, Jl No: 75, Pin Code: 700121

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	And the Control of th	Market Value (In Rs.)	Other Details
	LR-612 (RS :- )		Bastu	Bastu	7 Dec	15,00,000/-	37,95,750/-	Property is on Road Adjacent to Metal Road,
	LR-612 (RS :- )		Bastu	Bastu	7 Dec	15,00,000/-		Property is on Road Adjacent to Metal Road,
		TOTAL:			14Dec	30,00,000 /-	75,91,500 /-	
	Grand	Total:			14Dec	30,00,000 /-	75,91,500 /-	

#### Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	SATYAJIT MAITY (Presentant) Son of Late SHYAMAPADA MAITY Executed by: Self, Date of Execution: 15/03/2021 , Admitted by: Self, Date of Admission: 15/03/2021 ,Place : Office			Satyajit Haity
		13/03/2021	L11 15/03/2021	15/93/2021

TABABERIA, P.O:- BERABERIA, P.S:- Amdanga, District:-North 24-Parganas, West Bengal, India, PIN - 700121 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BNxxxxxx4J, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of

Admitted by: Self, Date of Admission: 15/03/2021 ,Place: Office

Name	Photo	The state of the s	Office Comments
SOUMEN MAITY Son of Late SHYAMAPADA MAITY Executed by: Self, Date of Execution: 15/03/2021 , Admitted by: Self, Date of Admission: 15/03/2021 ,Place : Office	6.40	Finger Print	Signature Sou Man Mouly-
TABARERIA D.O. DED.	15/03/2021	L11 15/03/2021	15/03/2021

TABABERIA, P.O:- BERABERIA, P.S:- Amdanga, District:-North 24-Parganas, West Bengal, India, PIN - 700121 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: BMxxxxxx5F, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 15/03/2021

Admitted by: Self, Date of Admission: 15/03/2021 ,Place: Office

#### Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	SINGH CONSTRUCTION  BERABERIA, P.O:- BERABERIA, P.S:- Amdanga, District:-North 24-Parganas, West Bengal, India, PIN - 700121  PAN No.:: BNxxxxxx6Q, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

#### Representative Details:

l	Name	Photo	Finger Print	Signature
the to see or co. or	ASHOKE SINGH Son of Late PROBHU NATH SINGH Date of Execution - 15/03/2021, Admitted by: Self, Date of Admission: 5/03/2021, Place of idmission of Execution: Office	JA,		Aphok Singl
		Mar 15 2021 2:16PM	LTI 15/03/2021	24-Parganas, West Bengal, India,

nation: Business, Citizen of: India, , PAN No.:: BNxxxxxx6Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SINGH CONSTRUCTION (as PROPRIETOR)

#### entifier Details :

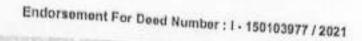
JAKIR HOSSAIN GAZI	Photo	Finger Print	Signature
Sen of ABDUL OHAB GAZI Bijoy Pur, P.O NILGUNJ BAZAR, P.S Amdanga, District-North 24-Parganas, West Bengel, India, PIN - 700121	8		Julies Noss-1304:
dentifier Of SATYAJIT MAITY, SOU	15/03/2021	15/03/2021	15/03/2021

SI.No	fer of property for L	
1		To. with area (Name-Area)
	SATYAJIT MAITY	SINGH CONSTRUCTION
Trans	fer of property for La	2
ACCUSION NOT THE REAL PROPERTY.		
SI.No	From	The state of the s
SI.No	From SOUMEN MAITY	To. with area (Name-Area)

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Amdanga, Gram Panchayat: BERABERIA, Mouza: Chharuhat, Ji No: 75, Pin Code:

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 612, LR Khatlen No:- 1398	Owner:সভাৰত নাইতি , Gurdian:খাদাপ থাইতি, Address:দিখ , Classification:খাদ, Area:0.07000000 Acre,	SATYAJIT MAITY
L2	LR Plot No:- 612, LR Khatlan No:- 1399	Owner:প্রদান মাইট . Gurdian:শ্রামান্দ মাইটি, Address:দিল , Classification:শাদি, Area:0.07000000 Acre,	SOUMEN MAITY





#### On 15-03-2021

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

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

Presented for registration at 11:40 hrs on 15-03-2021, at the Office of the D.S.R. - I NORTH 24-PARGANAS by

### 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

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

Execution is admitted on 15/03/2021 by 1. SATYAJIT MAITY, Son of Late SHYAMAPADA MAITY, TABABERIA, P.O. BERABERIA, Thana: Amdanga, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by Profession Service, 2. SOUMEN MAITY, Son of Late SHYAMAPADA MAITY, TABABERIA, P.O. BERABERIA, Thana: Amdanga, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by Profession Retired Person Indetified by JAKIR HOSSAIN GAZI, . . Son of ABDUL OHAB GAZI, Bijoy Pur, P.O: NILGUNJ BAZAR, Thana: Amdanga, . North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 15-03-2021 by ASHOKE SINGH, PROPRIETOR, SINGH CONSTRUCTION (Sole Proprietoship), BERABERIA, P.O:- BERABERIA, P.S:- Amdanga, District:-North 24-Parganas, West Bengal, India, PIN -700121

Indetified by JAKIR HOSSAIN GAZI, , , Son of ABOUL OHAB GAZI, Bijoy Pur, P.O: NILGUNJ BAZAR, Thana: Amdanga, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by profession Law Clerk

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,053/- ( B = Rs 1,00,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,053/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2021 10:13AM with Govt. Ref. No: 192020210244674801 on 15-03-2021, Amount Rs: 20,007/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BANXRI6 on 15-03-2021, Head of Account 0030-03-104-001-

Online on 15/03/2021 1:05PM with Govt, Ref. No: 192020210244816931 on 15-03-2021, Amount Rs: 80,048/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKP8472928 on 15-03-2021, Head of Account 0030-03-104-001-18

#### 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/-, by online = Rs 5,021/-

Description of Stamp

Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 2250, Amount: Rs.5,000/-, Date of Purchase: 08/03/2021, Vendor name: TAPAS KUMAR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt, of WB Online on 15/03/2021 10:13AM with Govt. Ref. No: 192020210244674801 on 15-03-2021, Amount Rs: 5,001/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BANXRI6 on 15-03-2021, Head of Account 0030-02-103-003-02 Online on 15/03/2021 1:05PM with Govt. Ref. No: 192020210244816931 on 15-03-2021, Amount Rs: 20/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKP8472928 on 15-03-2021, Head of Account 0030-02-103-003-02



Satyajit Biswas DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1501-2021, Page from 141153 to 141191
being No 150103977 for the year 2021.



ARD THE

Digitally signed by SATYAJIT BISWAS Date: 2021.03.26 15:43:43 +05:30 Reason: Digital Signing of Deed.

(Satyajit Biswas) 2021/03/26 03:43:43 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS West Bengal.

(This document is digitally signed.)