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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AM 248330

23/10/24
04/21/2662725/24

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this the 23rd day of October, 2024 (Two Thousand and Twenty Four) B E T W E E N

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

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

12 3 OCT 2024

Handwritten notes and signatures in the bottom right corner, including the name 'A.D.S.R. Garia' and other illegible text.

22054

19 SEP 2024

No..... ₹ 50/- Date.....

Name : Sumit Dutta Chowdhury

Address :

Vendor :

Advocate
ALIPORE POLICE COURT
Kolkata - 700 027

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27



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

12 3 OCT 2024

Identified by
Barsha Saha
D/o. Ashok Saha
Alipore Police Court
Sept-27.

(1) **MR. SUVANKAR DAS**, having Income Tax (PAN AGUPD7157M) (Aadhaar No. 940186074118) date of birth 29.08.1979, son of : Sri Krishna Kanta Das, by occupation : Business, by faith Hindu, Nationality – Indian and residing at : Boral Bhattacharjee Para, P.O. – Boral, P.S. – Narendrapur formerly Sonarpur, Kolkata : 700 154, District : South 24 Parganas, (2) **SRI PANKU GHOSH**(PAN No. DCPPG7156D)(Aadhar No. 3469 34178699) date of birth 1.01.1987, son of Late Bablu Ghosh, by faith – Hindu, by Nationality Indian, by occupation Service, residing at Boral Saral Dighi, P.O. Boral, Police Station- Narendrapur, Kolkata – 700154, District – South 24 – Parganas, Mob No. 7439500317, hereinafter called and referred to as the **OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART:**

A N D

“M/S DAS PROPERTIES” a proprietorship firm having its office at Boral Bhattacharjee Para, P.O. Boral, P.S. Sonarpur, Kolkata 700154, represented by its Proprietor namely **SRI SUVANKAR DAS**(PAN No. AGUPD7157M)(Adhar No. 940186074118) date of birth 29.08.1979 son of Sri Krishna Kanta Das, by faith – Hindu, by Nationality Indian, by occupation – Business, residing at Boral Bhattacharjee Para, P.O. Boral, Police Station- Sonarpur, Kolkata – 700154, District – South 24 – Parganas, hereinafter called and referred to as the **“DEVELOPER”** (which terms or expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include all his heirs, executors, administrators legal representatives and assigns) of the **OTHER PART.**



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

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(A) **WHEREAS** one Smt. Binapani Ghosh wife of Late Prafulla Kumar Ghosh was sole & absolute owner of a ALL THAT piece and parcel of land measuring 1 Cotha 8 Chittak together with an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarapur now Narendrapur, A.D.S.R. Sonarapur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53, within the jurisdiction of Rajpur-Sonarapur Municipality, Ward No.33, in the District of South 24 – Parganas, by virtue of a Deed of Gift executed by the Governor of the State of West Bengal on 8.07.2003, which was duly registered in the office of the A.D.S.R. Alipore, recorded in Book No. I, Volume No. 1, Pages 213 to 216, being Deed No. 54 for the year 2003 AND while seized and possessed the said land, for her urgent need of money transferred the said property by way of a Deed of Sale (Bengali Kobala) to Sri Suvankar Das son of Sri Krishnakanta Das the owner/first party herein on 26.12.2014, which was duly registered in the office of the A.D.S.R. Sonarapur, recorded in Book No. I, Volume No. 2, Pages 1874 to 1885, being Deed No. 0545 for the year 2014.

AND WHEREAS after purchasing the said Suvankar Das being a owner of the said land measuring about 1 Cotha 8 Chittak together with an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarapur now Narendrapur, A.D.S.R. Sonarapur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53, within the jurisdiction of Rajpur-Sonarapur Municipality, Ward No.33, in the District of South 24 – Parganas, mutated his name before the Rajpure Sonarapur Municipality, being Holding No. 785, Boral Majher Para, Kolkata 700154. On the other hand one Smt. Shila Ghosh wife of Late Bablu Ghosh was sole & absolute owner of a ALL THAT piece and parcel of land measuring 2 Cotha 8 Chittak together with an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarapur now Narendrapur, A.D.S.R. Sonarapur now

Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53/1, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No.33, in the District of South 24 – Parganas, by virtue of a Deed of Gift executed by the Governor of the State of West Bengal on 29.09.2003, which was duly registered in the office of the A.D.S.R. Alipore, recorded in Book No. I, Volume No. 1, Pages 269 to 272, being Deed No. 68 for the year 2003 AND while seized and possessed the said land, for her urgent need of money transferred a part of land measuring about 8 Chittak out of 2 Cotha 8 Chittak, by way of a Deed of Sale (Bengali Kobala) to Sri Suvankar Das son of Sri Krishnakanta Das the owner/first party herein on 29.01.2010, which was duly registered in the office of the A.D.S.R. Sonarpur, recorded in Book No. I, Volume No. 3, Pages 1648 to 1663, being Deed No. 0811 for the year 2010.

AND WHEREAS after purchasing the said Suvankar Das being a owner of the said land measuring about 8 Chittak together with an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarpur now Narendrapur, A.D.S.R. Sonarpur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53/1, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No.33, in the District of South 24 – Parganas, mutated his name before the Rajpure Sonarpur Municipality, being Holding No. 486/1, Boral Majher Para, Kolkata 700154. So, said Suvankar Das by virtue of two separate Deed of Sale, he is the sole & absolute owner of a land measuring about 2 Cotha 00 Chittak 00 Sqft., A.D.S.R. Sonarpur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53 & 53/1, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No.33, in the District of South 24 – Parganas, Kolkata 700154.

(B) WHEREAS one Smt. Shila Ghosh wife of Late Bablu Ghosh was sole & absolute owner of a ALL THAT piece and parcel of land measuring 2 Cotha 8 Chittak together with



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an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarpur now Narendrapur, A.D.S.R. Sonarpur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53/1, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No.33, in the District of South 24 – Parganas, by virtue of a Deed of Gift executed by the Governor of the State of West Bengal on 29.09.2003, which was duly registered in the office of the A.D.S.R. Alipore, recorded in Book No. 1, Volume No. 1, Pages 269 to 272, being Deed No. 68 for the year 2003 AND while seized and possessed the said land, for her urgent need of money transferred a part of land measuring about 8 Chittak out of 2 Cotha 8 Chittak, by way of a Deed of Sale(Bengali Kobala) to Sri Suvankar Das son of Sri Krishnakanta Das the owner/first party herein on 29.01.2010, which was duly registered in the office of the A.D.S.R. Sonarpur, recorded in Book No. 1, Volume No. 3, Pages 1648 to 1663, being Deed No. 0811 for the year 2010.

AND WHEREAS so the said Shila Ghosh wife of Late Bablu Ghosh sole and absolute owner of a rest of the land measuring 2 Cotha 00 Chittak together with an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarpur now Narendrapur, A.D.S.R. Sonarpur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53/1, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No.33, in the District of South 24 – Parganas, AND while seized and possessed the said Shila Ghosh died intestate on 25.08.2020, and her husband Bablu Ghosh died intestate on 13.04.2020 leaving behind their only son namely Panku Ghosh the owner/second party herein, that one brother of Panku Ghosh, namely Pintu Ghosh, who died prior to his parents i.e. on 8.12.2017, so, according to Hindu Succession Act, the said Panku ghosh is the sole and absolute owner of a land measuring 2 Cotha 00 Chittak together with an old dilapidated structure standing thereon, lying and situate under Police Station-Sonarpur now Narendrapur, A.D.S.R. Sonarpur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No.520, in LOP No. 53/1,

within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No.33, in the District of South 24 – Parganas, subsequently the said Panku Ghosh mutated his name before the Rajpure Sonarpur Municipality, being Holding No. 486, Boral Majher Para, Kolkata 700154.

AND WHEREAS in the premises the owner hereto became the absolute and lawful owners of their respective demarcated plots of land the aforesaid plots are situated contiguous to each other and the parties hereto jointly intended to enjoy the said properties by themselves and for that the parties hereto have decided to their respective plots/properties by mutual exchange with a view to proper utilization of the said property and/or properties by a single holding number, subsequently they executed a Deed of Exchange on 20.02.2024, the said Deed was registered in the Office of the Addl. Dist. Sub Registrar at Garia, South 24 Parganas, recorded in Book No.1, Volume No. 1629-2024, Pages 19984-20007, being Deed No. 162900875 for the year 2024.

AND WHEREAS after the said Deed of Exchange the present owners herein jointly mutated their name before the Rajpur Sonarpur Municipality, being Holding No. 486, Boral Majher Para, Kolkata 700154, and paying Tax in regular basis.

The Owners herein further desired of development of their aforesaid land property measuring about 4 Cotha 00 Chittak 00 Sqft. and accordingly she have approached the present Builder/Developer herein for development of the said property/premises by way of making construction of a new building at the said premises and in the matter of such development the Owners have represented to the Builder as follows :

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- i) The Owners are the absolute Owners of the said property more fully mentioned in the First Schedule hereunder written.
- ii) The said property is free from all encumbrances and the same is in khas, absolute and peaceful possession of the Owner and no person or persons other than the Owners have any right of occupancy or otherwise in the premises.
- iii) There is no suit, litigation or legal proceeding pending in respect of the said premises or any part thereof.
- iv) No person other than the Owners have any right, title and/or interest of any nature whatsoever in the premises or any part thereof.
- v) The premises or any part thereof is not affected by any requisition or acquisition or any alignment of any authority or authorities and the same is not affected under any proceedings of Urban Land (Ceiling and Regulations) Act, 1976.
- vi) The Owners have not in anyway dealt with the said premises whereby the right, title and interest of the Owner as to the Ownership is and/or maybe liable to be affected in any manner whatsoever.

Relying on the aforesaid representations of the Owner and believing the same to be true and correct the Developer/Builder has agreed to undertake the development work of the said property/premises on the terms conditions hereinafter appearing.,

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER AND THE BUILDER as follows :

1. That the First Party/Owner have requested the Developer to cause necessary development by making construction of the building into and over the said property morefully mentioned in the FIRST SCHEDULE hereunder written and the Developer has agreed to construct the

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proposed building in accordance with the Sanctioned Building Plan to be obtained by the Developer from the local Municipality or any other authorities concerned.

2. In the new to be constructed building the Owners shall be entitled to get 3(Three) flats, measuring about 540 Sqft. Built up area each, on the First floor, Second floor, Third Floor, North-West-South facing, and One shop room measuring about 90 Sqft. on the Ground floor, on the South-East side, on the new proposed building together with proportionate undivided proportionate share of the land underneath the building as per building sanction plan, (hereinafter referred to as the Owner's allocation as per mutual consent) fully described in the Second Schedule hereunder written, in addition to the Owner's allocation the Builder shall also pay a sum of Rs. 2,00,000/-(Two Lakh) only as forfeit money along with two flats on the first floor, second floor and shop room to the Owner No. 2 herein.

Payment Schedule :

- a) At the time of this Agreement Rs. 1,00,000/-(One Lakh) only.
- b) Rest amount will be paid at the time of delivery of the Owner's allocation.
- c) Rs. 5,000/-(Five Thousand) P.M. for the alternative accommodation.

3. Besides the Owner's allocation as aforesaid the Builder shall be entitled to retain the remaining constructed areas comprising of flats, Car parking, shop room etc. (hereinafter referred to as the Developer/Builders' allocation) in the new building fully described in the Third Schedule hereunder .

proposed building is situated in the Government Building Plot in the vicinity of the
 (The Government Building Plot is now under construction)

1. In the new to be constructed building the Owners shall be entitled to the following:
 measuring about 240 sq. ft. built up area, on the East East Street Road, from the
 North-West Street Road and the shop room measuring about 60 sq. ft. on the East East
 on the South-East side of the new proposed building together with proportionate undivided
 proportionate share of the land underlying the building as per building section plan
 (hereinafter referred to as the Owner's allocation as per mutual consent) shall be made in
 the Second Schedule hereto in addition to the Owner's allocation in the building
 shall also pay a sum of Rs. 1,00,000/- (One Lakh) only as building money along with two flat
 on the first floor second floor and shop room to the Owner No. 2.

Second Schedule:

- a) At the time of this Agreement Rs. 1,00,000/- (One Lakh) only.
- b) Rent amount will be paid at the time of delivery of the Owner's allocation.
- c) Rs. 2,000/- (Two Thousand) P.M. for the alternative accommodation.

3. Besides the above, the Builder shall be entitled to retain the
 of that Car parking, shop room etc. (hereinafter
 (location) in the new building (if) described in the



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4. That since the date of plan sanction, in such a situation the construction work should be started after this Development Agreement.

5. That the Second Party/Developer shall erect and construct the building as per the said sanctioned plan(s) duly accorded by the Rajpore Sonarpur Municipality or otherwise as may be permissible under the concerned rules comprising of several self contained flats, apartments, garage at its own costs and expenses of the Developer and the First Party shall however sign all papers, documents, declarations as may be required for completion of the said building and shall also co-operate with the Developer to enable it's to complete the building at the earliest.

6. Subject to Force Meajure and circumstances beyond control the Builder shall complete the construction of the new building in the said premises in habitable conditions within the period of 30 (Thirty) months from the date of sanctioned plan, subject to completion of the all papers & documents including conversion.

7. From the date of delivery of vacant possession of the said premises in favour of the Builder, the Builder shall hold the possession of the premises till completion of the Project and delivery of possession of the Owners' allocation and Builders' allocation (in favour of intending Purchasers, out of Builders' allocation).

8. Till such time the Owner deliver possession of the said premises in favour of the Builder, the Owner shall pay and/or clear all due rates and taxes to the concerned authority in regard to the said premises and from the date of receiving such possession the Builder shall pay and/or clear all rates and taxes of the premises until such time the respective possession of

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Owners' allocation and Builder's allocations are delivered and after delivery of such possession the Owner shall remain liable to pay rates and taxes for owner's allocations and the Purchasers of Builder's allocation shall also be responsible and liable for their portion.

9. The Builder shall construct and complete the new building in the premises in accordance with the Sanctioned Building Plan duly accorded by the concerned authority.

10. During the period of construction and till such time, the Owner shall cooperate with the Developer from any corner regarding project.

11. The Owner shall from time to time answer and comply with all requisitions made by their Advocate appointed by the Builder for the Project for establishing valid title of the Owner in the premises.

12. After getting possession of the said premises the Builder shall carry out all jobs for the project and shall be entitled to utilize the existing water supply and electricity in the premises and the Builder shall pay all such charges for the same and also take full responsibility to protect the same from all risks & damages.

13. All costs, charges, expenses etc. for construction of the new building in the said premises shall be borne by the Builder and the Owner shall have no financial obligations thereof.

14. The Owner shall be exclusively entitled to deal with the Owner's allocated area in the new building and the Builder shall be exclusively entitled to the Builder's allocated area therein and the Builder shall be at liberty to sale/transfer the allocated portion in favour of

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South 24 Paryanas

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any person or persons(not having any criminal record and/or activities) at any consideration which may be considered fit by the builder and the Owner shall not be entitled to interfere in such sale in any manner.

15. Only after completion of construction and delivery of possession of Owners' allocation in the new building before any intending purchaser or purchasers, the Owner shall convey and transfer to the Builder and/or it's nominee or nominees i.e. prospective purchasers therein the undivided proportionate share in the land appurtenant to the flats, car parking space etc. out of Builder's allocation.

16. During the period of construction the Builder shall take all responsibilities of Labors' fees, charges, costs of materials, liabilities for accident, action taken by the Municipality etc. And the Builder shall keep the Owner saved, harmless and indemnified in respect of any loss or damage that may arise in construction of the new building and the Owner shall not be responsible in any manner whatsoever and similarly the Owner shall keep the Builder saved, harmless and indemnified in respect of any claim over and in respect of the Ownership of the said premises.

17. In order to proceed with the construction and as well as to enable the Builder to receive any advance/earnest /consideration money from the intending purchasers of flats, car parking space in the new building out of Builder's allocation, the Owner shall grant a Development Power of Attorney in favour of the Builder and if required the Owner shall attend any Registration Office within the territory of India for registration of the said Development Power of Attorney and the Builder shall bear all costs/expenses of registration of such Power of Attorney.

...shall be deemed to be the property of the Owner and the Owner shall not be entitled to transfer or
...in any manner.

15. Only after completion of construction and delivery of possession of the plot, the Owner shall transfer the
the new building before any mortgage or purchase. The Owner shall transfer the
transfer to the Builder and if a mortgage or purchase is made, the mortgage or purchase shall be
undivided property shall be the joint property of the Owner and the Builder and the Builder shall not
of Builder's allocation.

16. During the period of construction the Builder shall take all responsibilities of the plot and
the changes made in the plot shall be the responsibility of the Builder and the Builder shall not be
And the Builder shall keep the Owner saved, harmless and indemnified in respect of any loss
or damage that may arise in connection of the new building and the Owner shall not be
responsible in any manner whatsoever and similarly the Owner shall keep the Builder saved,
harmless and indemnified in respect of any claim or loss and in respect of the ownership of the
plot and the plot.

17. In order to complete the construction and as well as to enable the Builder to receive
any advance money from the intending purchaser of the plot, the Owner shall grant a Development
Power to the Builder and if required the Owner shall stand up
Registration of the plot and the Builder shall be the registration of the plot and the Builder shall be the
Power of Attorney. The Builder shall bear all costs and expenses of registration of the plot and the Builder shall be the
of Attorney.



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18. Upon completion of construction of the new building, the Builder shall inform the Owner to take delivery of possession of the Owner's allocated area in the new building in good and habitable conditions and the Owner within 30 days from the date of such intimation shall take possession of their allocations therein.

19. During the period of construction the Owner shall not cause any interference in construction work to be carried out by the Builder. However the Owner shall be entitled to inspect the site till the construction of the new building is fully complete.

20. The Developer shall be under the strict obligation to complete the construction of the new building within 30(Thirty) months from the date of sanction plan, if the developer fails to complete the project the owner give another 6 month as extension period without any further claim or demand.

21. The Builder shall arrange water supply, Electricity connection for the entirety of the new building including the Owners' area and the Owner shall reimburse the Builder proportionately, the total amount of deposits and expenses as to be required to obtain electricity from Electricity Board in their allocated area.

22. After completion of construction the Owner and the Builder shall form an Association of Owner in the New Building for the purpose of maintenance, safety, security of the Building and common portions thereof and in such association the Owner and the prospective Purchasers shall also join and shall observe the rules and regulations thereof.

23. The construction shall not be carried out without obtaining the necessary permits from the competent authorities.

18. Upon completion of construction of the new building, the Builder shall submit the Owner a copy of the title deed of the land on which the new building is situated and the Owner shall, within 30 days from the date of such submission, submit the necessary documents to the competent authorities for the purpose of obtaining the necessary permits for the construction of the new building.

19. During the period of construction the Owner shall not cause any interference or obstruction to the work to be carried out by the Builder. However, the Owner shall be entitled to inspect the site at all times the construction of the new building is in progress.

20. The Builder shall be under the strict obligation to complete the construction of the new building within 30 (Thirty) months from the date of execution plan. If the developer fails to complete the project the owner give another 6 months as extension period without any further claim or demand.

21. The Builder shall arrange water supply, electricity connection for the supply of the new building including the Owner's area and the Owner shall reimburse the Builder proportionately the total amount of deposits and expenses as to be required to obtain electricity from the relevant authorities.

22. After the completion of the new building, the Owner and the Builder shall form an Association of Owners and the Builder shall be responsible for the maintenance and security of the building and common areas. In such association the Owner and the prospective Purchaser shall observe the rules and regulations thereof.



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23. The Owner herein has appointed the Second party as the exclusive Builder for construction of new building at the said premises and during continuance of this Agreement shall not be entitled to engage any other person/firm for the purpose of construction without obtaining written consent from the Builder and the Developer herein named will also not be permitted of handover or assign the project to any person or firm.

24. The Builder shall complete the constructions of the new building in accordance with the specifications given in the specification hereunder written with standard materials & quality.

25. It is declared by the Owner that in the event any additional work or jobs are done in the Owners' allocated portion, the Owner shall bear all costs of such additional jobs.

26. The Developer will have the right and authority to execute and register the Deed of Conveyance(s) or any other documents unto through the Developer's Advocate namely Mr. Sumit Dutta Chowdhury and in favour of the intending/prospective purchaser(s) on the basis of the Power of Attorney in respect of the flats etc. belonging to the Developer (i.e. Developer's allocation). The Owner/First Party shall have no right and authority to revoke cancel or rescind this agreement or the General Power of Attorney until such time construction of the building is completed within above mentioned period and sale and transfer of the remaining portions (other than Owner's allocation) is complete unless the power is being misused and/or their interest is being prejudiced. The Owner hereby are agreed to make themselves available at the time of registration of the Deed of Conveyance(s) in favour of the Purchaser/s to execute the same as the Owner in respect of the property under reference.

A circular official stamp of the Government of West Bengal, Department of Land Revenue. The outer ring contains the text "GOVERNMENT OF WEST BENGAL" at the top and "DEPARTMENT OF LAND REVENUE" at the bottom. Inside this, a smaller ring contains the Bengali text "পশ্চিমবঙ্গ সরকার" and "ভূমি-স্বত্ব বিভাগ". In the center of the stamp is the State Emblem of India, featuring the Lion Capital of Ashoka.



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South 24 Parganas

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27. That both the parties will indemnify or keep indemnified the other party against all loss and damages out of their own obligation as stated hereinbefore and in the event of any disputes or differences relating to this agreement the parties shall have the right and option to take appropriate steps against the other partying accordance with the Laws of the land.

28. All disputes and/or differences touching any affair of this agreement between the parties hereto shall be referred to Arbitration to such person as may be mutually acceptable, failing which to 2 (two) Arbitrators one to be appointed by each of the Parties. The Arbitrator shall be entitled to appoint an umpire and such Arbitration shall be accordance with the Provisions of Arbitration and Conciliation Act, 1996.

29. Courts of District South 24-Parganas, Alipore have territorial jurisdictions over the said property shall have the jurisdiction in all matters relating to or arising out of this agreement.

30. That the Developer shall have right to execute sale deed, Agreement for Sale, mortgage deed, or any other deed in like nature with the bank/financial Institution/Government agencies under the control and guidance of the Reserve Bank of India. in respect Developer's allocation.

31. Any terms, conditions & covenants mentioned herein may be altered, verified, modified between the parties hereto and in all such cases the same shall be always in writing and this agreement and/or its terms shall have commencement on and from the date of execution of these presents.

that both the parties will voluntarily or being induced by the other party agree to
this and thereby not to have any objection to these provisions and in the event of any
dispute or difference arising in this agreement the parties shall have the right and power to
take appropriate steps against the other partying concerned with the loss of the land.

18. All disputes under this agreement involving any right of the agreement between the
parties herein shall be referred to Arbitration in such manner as may be mutually acceptable
which shall be a final Arbitration and to be appointed by each of the parties. The Arbitration
shall be confined to dispute on matters and such Arbitration shall be accordance with the
Provisions of Arbitration and Conciliation Act, 1996.

19. Courts of District South 24 Parganas, Kolkata have territorial jurisdiction over the
land property shall have the jurisdiction in all matters relating to or arising out of this
agreement.

20. That the Developer shall have right to exercise and shall Agreement for Sale mortgage
bank or any other bank in the name with the bank/financial institution/consentment
agencies and the signature of the Executive Bank of India in respect Developer's



21. In all such cases the same shall be always in writing
and the parties shall have communication on and from the date of
execution of these provisions.

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32. The Developer will be under the strict obligation to take the completion certificate from the competent authority & hand over the copy of the same to the Owner and the other purchasers of the proposed building.

33. The Developer will be eligible to take any loan from any Bank or financial institute or individual for the construction of proposed new building by way of mortgaging the property or any part thereof under this project, but the individual purchaser/s may take loan from any sector/Bank to purchase units from the project under equitable mortgage.

FIRST SCHEDULE REFERRED TO ABOVE

(Description of the land whereon or whereupon the proposed building will be constructed)

ALL THAT piece and parcel of land measuring about 4 Cotha 00 Chittak, lying and situate under Police Station-Sonarpur now Narendrapur, A.D.S.R. Sonarpur now Garia at Mouza-Boral, J.L.NO.61, comprised in Dag No. 520, L.R. Dag No. 667, in LOP No. 53/1, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No. 33, being Holding No. 486, Boral Majher Para, in the District of South 24 – Parganas, Kolkata 700154, TOGETHER WITH all easement rights benefits, facilities and other advantages attached therein and the said property is butted and bounded in the manner following ;

ON THE NORTH :- LOP No. 52 & 53
 ON THE SOUTH :- LOP No. 54
 ON THE EAST :- 22'ft. Boral Majher Para Road
 ON THE WEST :- Excess Land

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The Developer will be under the strict obligation to take the complete responsibility for the development of the land and the construction of the proposed building.

3.2. The Developer will be eligible to take any loan or financial assistance or individual for the construction of proposed new building by way of mortgaging the property of any part thereof under this project, but the individual mortgagor may not have any security to purchase from the project under separate mortgage.

FIRST SCHEDULE REFERRED TO ABOVE

(Description of the land wherein or whereupon the proposed building will be constructed)

ALL THAT piece and parcel of land measuring about 4 Cents 10 Chittak 5 Ping and situated under Police Station-Sourpur now Narayanpur A.T.S.R. Sourpur now Garia at Mouza-Boral, I.L.NO.61, comprised in Dag No. 230, L.R. Dag No. 667, in L.O.P. No. 231, within the jurisdiction of Rajpur-Sourpur Municipality, Ward No. 11, being Holding No. 436 Boral Major Part in the District of South 24 - Parganas, Kolkata 700124 TOGETHER WITH all easement rights benefits facilities and other advantages attached thereto and the said property is better and bounded in the manner following:



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

23 OCT 2024

SECOND SCHEDULE REFERRED TO ABOVE

(Owner's allocation)

ALL THAT 3(Three) flats, measuring about 540 Sqft. Built up area each, on the First floor, Second floor, Third Floor, North-West-South facing, and One shop room measuring about 90 Sqft. on the Ground floor, on the South-East side, on the new proposed building together with proportionate undivided proportionate share of the land underneath the building as per building sanction plan, in addition to the Owner's allocation the Builder shall also pay a sum of Rs. 2,00,000/-(Two Lakh) only as forfeit money.

Payment Schedule :

- a) At the time of this Agreement Rs. 1,00,000/-(One Lakh) only.
- b) Rest amount will be paid at the time of delivery of the Owner's allocation.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's allocation)

ALL THAT remaining constructed area as per sanction plan, of the new building consisting of several self contained flats, Car parking spaces, shop room etc. in the proposed building (save and except Owners' allocation as mentioned above) to be constructed by the Developer herein together with undivided proportionate share in the land and other common right over the common spaces in the proposed building.

SPECIFICATION OF THE PROPOSED BUILDING/CONSTRUCTION

The construction of the proposed building shall be constructed in accordance with the sanctioned building Plan, design and specification of the Municipality.

STRUCTURE AND FOUNDATION:- Building designed on R. C. C. foundations confirming to national Building Code Rules of Concerning Authority or as per sanction plan floor and design.

FLOOR & SKIRTING:- All bed rooms and dining will have floor tiles finish with dado including common areas.

TOILETS:- Toilets will be provided with PVC pipe for general water supply from over head tank with water connection from reasonable source i.e. Municipality or deeptubewell. One standard white basin, one white commode EPWC with low down cistern for toilet and walls have glaze tiles upon 6'-0" height all around and 6'-0" height in bath area and flooring will be anti skit tiles and provision a cut round shape on the wall or exhaust fan.

KITCHEN :- Kitchen will have caste-in-tiles with 4" skirting all around, Kitchen will have one Black stone table and one steel sink, walls have glaze tiles upon 6'-0" height, 2'-6" height from the top of Black stone kitchen table and provision a cut round shape on the wall or exhaust fan.

DOORS & DOORS FRAMES:- All doors will have Sal wooden frame and water proof flush door.

WINDOWS FRAME & GRILLS:- All windows are made by Aluminum sliding with iron grill.

INTERNAL WALLS:- Plaster walls finished with putti, Bricks works will be done 8" thickness for external and 3" for internal partition walls.

EXTERNAL WALLS:- External walls to be water proof colour paint.

WIRING:- All concealed wiring (Havels/Finolex) in every rooms with ISI approved brand, toilet, kitchen, living-cum-dining and verandah (switch & other materials will be Pritam branded).

BED ROOM :-

1. One bracket light point.
2. One tube -light point.
3. One ceiling fan point.
4. One night lamp point.
5. One 6 pin plug point on switch board.
6. One AC point for one flat.

LIVING/DINING:-

1. One tube -light point.
2. One bracket light point.
3. One ceiling fan point.
4. One 5 AMP point.
5. One 5 pin plug point on switch Board.
6. One Electric Call bell attached at Flat entrance along with one Magic eye and one hans-bolt, tower-bolt(Main door).

TOILET & KITCHEN :-

1. One Ex-fan point(Toilet).
2. One light point(Toilet).
3. One Geyser point(Toilet).
4. One fan point(Kitchen).
5. Two 15 AMP point(Kitchen).
6. One 5 AMP point(Kitchen).

(SIGNED BY THE ADVOCATE)
 Advocate
 Alipore Police Court, Kolkata 700027
 1-437/2862501

ASD 130 & S

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specific
in adv
Be it

1. One bracket light point
2. One tube light point
3. One ceiling fan point
4. One electric point
5. One 6 pin plug point on switch board
6. One AC point for one fan

LIVING ROOM

1. One tube light point
2. One bracket light point
3. One ceiling fan point
4. One 2 AMP point
5. One 2 pin plug point on switch board
6. One Electric Call bell attached at Exit entrance along with one mirror and one hand-bell tower-bell chain door

TOILET & KITCHEN

1. One Ex fan point (Toilet)
2. One light point (Toilet)
3. One



✓
A.D.S.R. Garla
South 24 Parganas

23 OCT 2024

Anything extra is demanded by the OWNER apart from the technical specification given that shall be made or done by the cost of the Owner payable in advance according to the market price.

Be it mentioned that Electric Transformer or generator if required for the interest of all flat owners of the said building, the cost will be bear by the all flat owners.

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

SIGNED SEALED AT KOLKATA

IN THE PRESENCE OF

WITNESSES ;

1. *Sumit Dutta Chowdhury*
Alipore Police Court.
Kol-27

2. *Barsha Saha*
Alipore Police Court
Kol-27.

Panku Ghosh

PANKU GHOSH

SIGNATURE OF THE OWNER

M/S DAS PROPERTIES
Panku Ghosh
Proprietor

SIGNATURE OF THE BUILDER/ DEVELOPER

Drafted by :

Sumit Dutta Chowdhury

(SUMIT DUTTA CHOWDHURY)

Advocate

Alipore Police Court, Kolkata 700027.

F-487/276/2001

MEMO OF CONSIDERATION

RECEIVED from the within named Developer/Builder the within mentioned sum of Rs. 1,00,000/- (One Lakh) only being part of the consideration as aforesaid, as per memo below ;

MEMO

Cash ————— 23.10.24 ————— 1,00,000/-

WITNESSES:

1. Sumit Dutta Choudhary
Alipore Police Court
kot-27.

PANKU GHOSH

SIGNATURE OF THE OWNERS

2. Barsha Saha
Alipore Police Court
kot-27.



left
hand
right
hand



✓
A.D.S.R. Garia
South 24 Parganas

23 OCT 2024



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

Name SUVANKAR DAS
Signature



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

Name PANKU GHOSH
Signature PANKU GHOSH

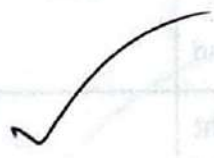
	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name
Signature

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

Name
Signature





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

23 OCT 2024



भारत सरकार
Unique Identification Authority of India

Enrolment No.: 0640/53104/00635

Download Date: 01/04/2018

To
Suvankar Das
S/O: Krishnakanta Das
BHATTACHARYA PARA
BORAL
Rajpur Sonarpur(m)
Boral
South 24 Parganas West Bengal - 700154
9836825993

Generation Date: 28/04/2018



QR Code with Photograph

आपका आधार क्रमिक / Your Aadhaar No. :

9401 8607 4118

VID : 9110 5009 6463 8083

मेरा आधार, मेरी पहचान



Suvankar Das
Date of Birth/DOB: 29/08/1979
Male/ MALE

9401 8607 4118

VID : 9110 5009 6463 8083

मेरा आधार, मेरी पहचान

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



192024250249637098

Details

ARN:	192024250249637098	Payment Mode:	SBI Epay
ARN Date:	21/10/2024 12:53:56	Bank/Gateway:	SBIePay Payment Gateway
BRN:	8548316555735	BRN Date:	21/10/2024 12:55:32
Gateway Ref ID:	242950868221	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	211020242024963708	Payment Init. Date:	21/10/2024 12:53:56
Payment Status:	Successful	Payment Ref. No:	2002662725/4/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SUVANKAR DAS
Address:	BORAL BHATTACHARJEE PARA, KOLKATA- 700154
Mobile:	9836825993
Email:	sreejitaenterprise2018@gmail.com
Period From (dd/mm/yyyy):	21/10/2024
Period To (dd/mm/yyyy):	21/10/2024
Payment Ref ID:	2002662725/4/2024
Dept Ref ID/DRN:	2002662725/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002662725/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	6971
2	2002662725/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				7992

IN WORDS: SEVEN THOUSAND NINE HUNDRED NINETY TWO ONLY.

PAID

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUVANKAR DAS
KRISHNA KANTA DAS
29/08/1979

Permanent Account Number

AGUPD7157M


Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



नाम
PANKU GHOSH

पिता का नाम / Father's Name
BABLU GHOSH

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
DCPPG7166D



जन्म की तिथि
Date of Birth
01/01/1987

हस्ताक्षर
Signature



ভারত সরকার

ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির খরচ / Enrollment No.: 2010/17553/12680

To
PANKU GHOSH
পাংকু গোস্বামী
19/06/2014
S/O: Bablu Ghosh
BORAL SARAL DIGHI
Raipur Sonarpur(m)
Boral South 24 Parganas
West Bengal - 700154



KL943154525FT
94315452



আপনার আধার সংখ্যা / Your Aadhaar No.:
3469 3417 8699

আধার - সাধারণ মানুষের অধিকার



পাংকু গোস্বামী
PANKU GHOSH
পিতা : বাবলু গোস্বামী
Father: Bablu Ghosh
জন্মতারিখ / DOB: 01/01/1987
পুরুষ / Male
3469 3417 8699



আধার - সাধারণ মানুষের অধিকার

Major Information of the Deed

I-1629-04991/2024		Date of Registration	23/10/2024
Year	1629-2002662725/2024	Office where deed is registered	
Date	19/10/2024 12:01:42 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Ant Name, Address er Details	Sumit Dutta Chowdhury Alipore Police Court,, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831214197, Status :Advocate		
Transaction	Additional Transaction		
[110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]	
Set Forth value		Market Value	
Rs. 1,30,000/-		Rs. 53,53,125/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 1,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip, (Urban area)		

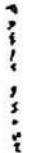
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Majherpara (Boral), Mouza: Boral, Ward No: 33, Holding No:486 Pin Code : 700154

Sch No	Plot Number	Khatian Number	Land Proposed ROR	Area of Land Use	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-667 (RS :-)	LR-53	Bastu	Bastu	4 Katha	1,00,000/-	52,80,000/- Road: 22 Ft.,
Grand Total :					6.6Dec	1,00,000 -/-	52,80,000 -/-

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-	73,125/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		100 sq ft	30,000 -/-	73,125 -/-	

Photo, Finger print and Signature			
Name	Photo	Finger Print	Signature
Mr. Das Krishna Kanta by: Self, Date of n: 23/10/2024 ted by: Self, Date of sion: 23/10/2024 ,Place fice		 Captured LT 23/10/2024	 23/10/2024
Mr. Bhattacharjee Para,, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: Indiadate of Birth:XX-XX-1XX9 , PAN No.:: AGxxxxxx7M, Aadhaar No: 94xxxxxxxx4118, Status :Individual, Executed by: Self, Date of Execution: 23/10/2024 Status :Individual, Executed by: Self, Date of Admission: 23/10/2024 ,Place : Office , Admitted by: Self, Date of Admission: 23/10/2024 ,Place : Office			
Name	Photo	Finger Print	Signature
Mr. Panku Ghosh Son of Late Bablu Ghosh Executed by: Self, Date of Execution: 23/10/2024 , Admitted by: Self, Date of Admission: 23/10/2024 ,Place : Office		 Captured LT 23/10/2024	 23/10/2024
Boral Saral Dighl,, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: Indiadate of Birth:XX-XX-1XX7 , PAN No.:: dcxxxxxx6d, Aadhaar No: 34xxxxxxxx8699, Status :Individual, Executed by: Self, Date of Execution: 23/10/2024 , Admitted by: Self, Date of Admission: 23/10/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS. DAS PROPERTIES Boral Bhattacharjee Para,, Block/Sector: Boral, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 , PAN No.:: AGxxxxxx7M, Aadhaar No: 94xxxxxxxx4118, Status :Organization, Executed by: Representative

ive Details :

ne,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Suvankar Das (Presentant) Son of Mr. Krishna Kantia Das Date of Execution - 23/10/2024, , Admitted by: Self, Date of Admission: 23/10/2024, Place of Admission of Execution: Office		 Captured	
Oct 23 2024 11:34AM	23/10/2024	LTI	23/10/2024

Boral Bhattacharjee Para,, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No::: AGxxxxxx7M, Aadhaar No: 94xxxxxxxx4118 Status : Representative, Representative of : , PAN No::: AGxxxxxx7M, Aadhaar No: 94xxxxxxxx4118 Status : Representative, Representative of : MS. DAS PROPERTIES (as proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Miss Barsha Saha Daughter of Late Ashok Saha Alipore Police Court,, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
23/10/2024	23/10/2024	23/10/2024	23/10/2024

Identifier Of Mr Suvankar Das, Mr Panku Ghosh, Mr Suvankar Das

Transfer of property for L1			
Sl.No	From	To. with area (Name-Area)	
1	Mr Suvankar Das	MS. DAS PROPERTIES-3.3 Dec	
2	Mr Panku Ghosh	MS. DAS PROPERTIES-3.3 Dec	
Transfer of property for S1			
Sl.No	From	To. with area (Name-Area)	
1	Mr Suvankar Das	MS. DAS PROPERTIES-50.00000000 Sq Ft	
2	Mr Panku Ghosh	MS. DAS PROPERTIES-50.00000000 Sq Ft	

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Majherpara (Boral), Mouza: Boral , Ward No: 33, Holding No:486 Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 667, LR Khatian No:- 53		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 162904991 / 2024

23-10-2024

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 10:49 hrs on 23-10-2024, at the Office of the A.D.S.R. GARIA by Mr Suvankar Das ."

Presented 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

53.53,125/-

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

Execution is admitted on 23/10/2024 by 1. Mr Suvankar Das, Son of Mr Krishna Kantia Das, Boral Bhattacharjee Para,, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business, 2. Mr Panku Ghosh, Son of Late Bablu Ghosh, Boral Saral Dighi,, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Service

Indefied by Miss Barsha Saha, , Daughter of Late Ashok Saha, Alipore Police Court,, P.O: Alipore, Thana: Alipore, ,

South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 23-10-2024 by Mr Suvankar Das, proprietor, MS. DAS PROPERTIES, Boral Bhattacharjee Para,, Block/Sector: Boral, City:- Not Specified, P.O:- Boral, P.S.-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Indefied by Miss Barsha Saha, , Daughter of Late Ashok Saha, Alipore Police Court,, P.O: Alipore, Thana: Alipore, ,

South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021.00/- (B = Rs 1,000.00/- , E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/10/2024 12:55PM with Govt. Ref. No: 192024250249637098 on 21-10-2024, Amount Rs: 1,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 8548316555735 on 21-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 50.00/- by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 22054, Amount: Rs.50.00/-, Date of Purchase: 19/09/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 21/10/2024 12:55PM with Govt. Ref. No: 192024250249637098 on 21-10-2024, Amount Rs: 6,971/-, Bank: SBI EPay (SBIEPay), Ref. No. 8548316555735 on 21-10-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2024, Page from 119891 to 119920
being No 162904991 for the year 2024.



Digitally signed by SANJEEV KUMAR SHAW
Date: 2024.10.23 17:06:40 +05:30
Reason: Digital Signing of Deed.

(Sanjeev Kumar Shaw) 23/10/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.