





Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED [PAN : 3.2 AAKCP0267B], a Private Limited Company, incorporated under the provisions of the Companies Act, 1956, having its office at AC-15/12, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Directors namely (1) PAROMITA CHAKRABORTY [PAN : AEJPC4247G], [AADHAAR NO. 337612903473] & [MOBILE NO. 9231521532], wife of Basudeb Chakraborty, daughter of Late Amal Chandra Ray @ Late Amal Chandra Roy, by faith - Hindu, by occupation -Business, by nationality - Indian, residing at AC-15/12, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) JAYEETA RAY [PAN: BDEPR0709R], [AADHAAR NO. 825540098416] & [MOBILE NO. 9836511103], wife of Biswajit Ray, daughter of Bhaskar Ganguly, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at C/o. Biswajit Ray, M/407, Fortune Township, P.O. Kazipara, P.S. Barasat, Kolkata - 700124, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representative, and assigns) of the OTHER PART.

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

- 4. Subject Matter of Development :
- 4.1 Development Project & Appurtenances:
- 4.1.1 Schedule/Project Property: ALL THAT piece and parcel of a demarcated and vacant plot of Bastu land measuring 10 (Ten) Decimals be the same a little more or less, lying and situate at Mouza - Turkisitarampur, J.L. No. 100 under P.S. Bishnupur, comprised in R.S. Dag No. 137, L.R. Dag No. 428/842, L.R. Khatian No. 742 & 11.86 (Eleven Point Eight Six) Decimals be the same a little more or less, lying and situate at Mouza - Turkisitarampur, J.L. No. 100 under P.S. Bishnupur, comprised in R.S. Dag No. 137, L.R. Dag No. 428, L.R. Khatian No. 742 (in the name of Mukesh Kumar Agarwala), in total 21.86 (Twenty One Point Eight Six) Decimals, A.D.S.R.O. Bishnupur, within the local limit of Bishnupur Municipality in Ward No 16 having municipal holding no 306/B/7/1, in the District - Bankura, Pin No. 722122, in the State of West Bengal, more fully described in the First Schedule hereinafter written wherein one hand made sketch map is attached herewith this Development Agreement which will be part and parcel of this Development Agreement.
- 5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:

Representations and Warranties Regarding Title: The Landowners have made the following representation to the Developer regarding title.

CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF MUKESH KUMAR AGARWALA, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS:

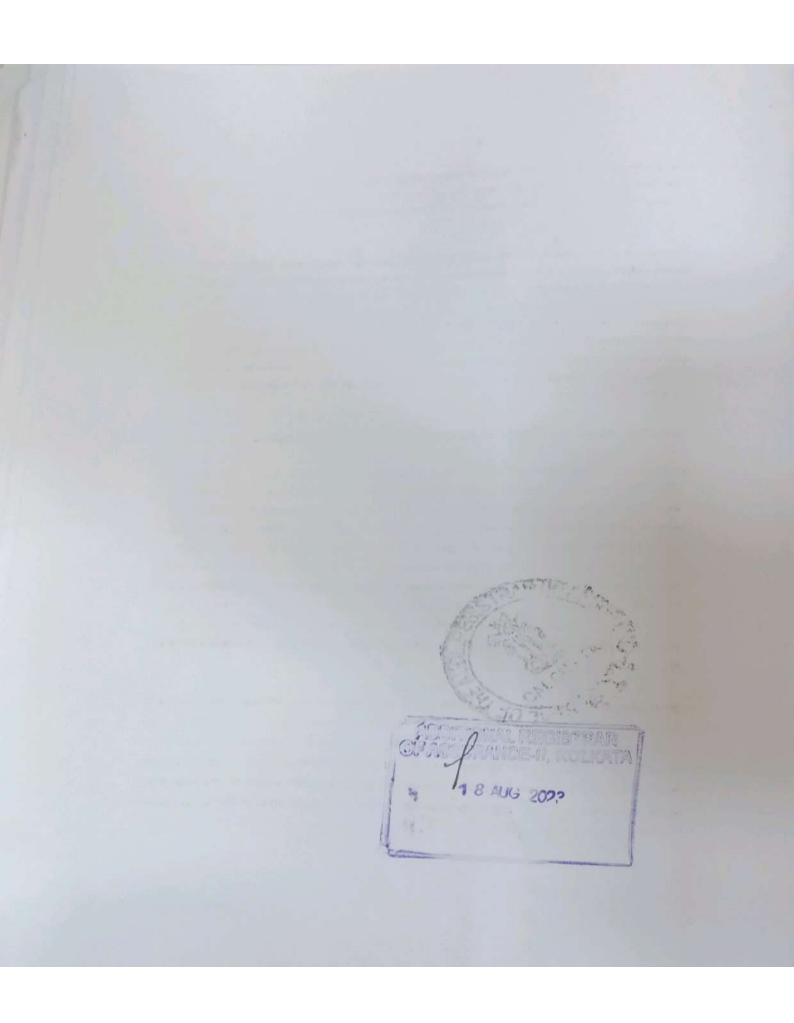
5.1 Absolute Joint Ownership of (1) Nandalal Dey & (2) Ajit Kumar Dey: (1)
Nandalal Dey & (2) Ajit Kumar Dey both sons of Late Bholanath Dey were
the absolute joint owners of ALL THAT piece and parcel of land measuring
18 (Eighteen) Decimals more or less, comprised in R.S. Dag No. 137 in LR

Plot No 428/842, under Kri Khatian No. 5 & 238, lying and situate at Mouza - Turkisitarampur, J.L. No. 100, P.S. Bishnupur, within the local limit of Bishnupur Municipality in the District Bankura which has been transferred by strength of a Registered Deed of Conveyance or Sale which was registered on 15.02.1992, registered in the office of the Additional District Sub-Registrar, Bishnupur, and recorded in Book No. I, being Deed No. 492 for the year 1992 by said Nandalal Dey & Ajit Kumar Dey in favour of one Sati Choudhuri, wife of Susanta Kumar Choudhuri.

- 5.2 Demise of Sati Choudhuri: The said Sati Choudhuri died intestate leaving behind her husband namely (1) Susanta Kumar Choudhuri & daughter namely (2) Indrani Choudhuri Dutta as her heirs and successors in interest in respect of the aforementioned plot of land measuring 18 (Eighteen) Decimals more or less.
- Ownership of Landowner: Then said (1) Susanta Kumar Choudhuri & (2) Indrani Choudhuri Dutta in joint transferred the ALL THAT piece and parcel of land butted and bounded measuring 16.65 decimal out of measuring area 18 (Eighteen) Decimals more or less, comprised in R.S. Dag No. 137 in LR Plot No 428/842, under LR Khatian No. 548/1, lying and situate at Mouza Turkisitarampur, J.L. No. 100, P.S. Bishnupur, within the local limit of Bishnupur Municipality in the District Bankura by strength of a Registered Deed of Conveyance or Sale which was registered on 25.02.2016, registered in the office of the Additional District Sub-Registrar, Bishnupur, and recorded in Book No. I, being Deed No. 401 for the year 2016, in favour of Mukesh Kumar Agarwala son of Basanta Kumar Agarwala.
- Absolute Ownership of (1) Ganesh Chandra Chattopadhyay: Ganesh Chandra Chattopadhyay was the absolute owner of ALL THAT piece and parcel of land measuring 92 (Ninety Two) Decimals more or less, comprised in R.S. Dag No. 137, lying and situate at Mouza Turkisitarampur, J.L. No. 100, P.S. Bishnupur, within the local limit of Bishnupur Municipality in the District Bankura which has been transferred by Ganesh Chandra Chattopadhyay by the dint of a Registered Deed of Gift which was registered on 16.08.1990, registered in the office of the Additional District Sub-

Registrar, Bishnupur, and recorded in Book No. I, being Deed No. 3580 for the year 1990, in favour of one Purnima Banerjee (Rajguru) wife of Anadinath Banerjee (Rajguru).

- Absolute Joint Ownership of (1) Uma Sankar Ghosal & (2) Sandip Ghosal & (3) Anup Ghosal & (4) Samir Ghosal: (1) Uma Sankar Ghosal & (2) Sandip Ghosal & (3) Anup Ghosal all sons of Samir Ghosal & (4) Samir Ghosal son of Late Gadadhar Ghosal were the absolute joint owners of ALL THAT piece and parcel of land measuring 92 (Ninety Two) Decimals more or less, comprised in R.S. Dag No. 137 in LR Plot No 428, under Modified LR Khatian No. 302/2, lying and situate at Mouza Turkisitarampur, J.L. No. 100, P.S. Bishnupur, within the local limit of Bishnupur Municipality in the District Bankura which has been acquired by above mentioned four persons by strength of a Registered Deed of Conveyance or Sale which was executed on 10.02.1997, registered in the office of the Additional District Sub-Registrar, Bishnupur, and recorded in Book No. I, being Deed No. 394 for the year 1997 from Purnima Banerjee (Rajguru) wife of Anadinath Banerjee (Rajguru).
- Ownership of Landowner: Then said (1) Uma Sankar Ghosal & (2) Sandip Ghosal & (3) Anup Ghosal all sons of Samir Ghosal & (4) Samir Ghosal son of Late Gadadhar Ghosal in joint transferred the ALL THAT piece and parcel of land butted and bounded measuring 292/3 decimal out of measuring area 92 (Ninety Two) Decimals more or less, comprised in R.S. Dag No. 137 in LR Plot No 428, under LR Khatian No. 302/2, lying and situate at Mouza Turkisitarampur, J.L. No. 100, P.S. Bishnupur, within the local limit of Bishnupur Municipality in the District Bankura by strength of a Registered Deed of Conveyance or Sale which was registered on 17.10.1997, registered in the office of the Additional District Sub-Registrar, Bishnupur, and recorded in Book No. I, being Deed No. 2127 for the year 1997, in favour of Mukesh Kumar Agarwala son of Basanta Kumar Agarwala.
- 5.6 L.R. Record: After having absolute possession and absolute ownership over the aforesaid property, the said Mukesh Kumar Agarwala duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No.



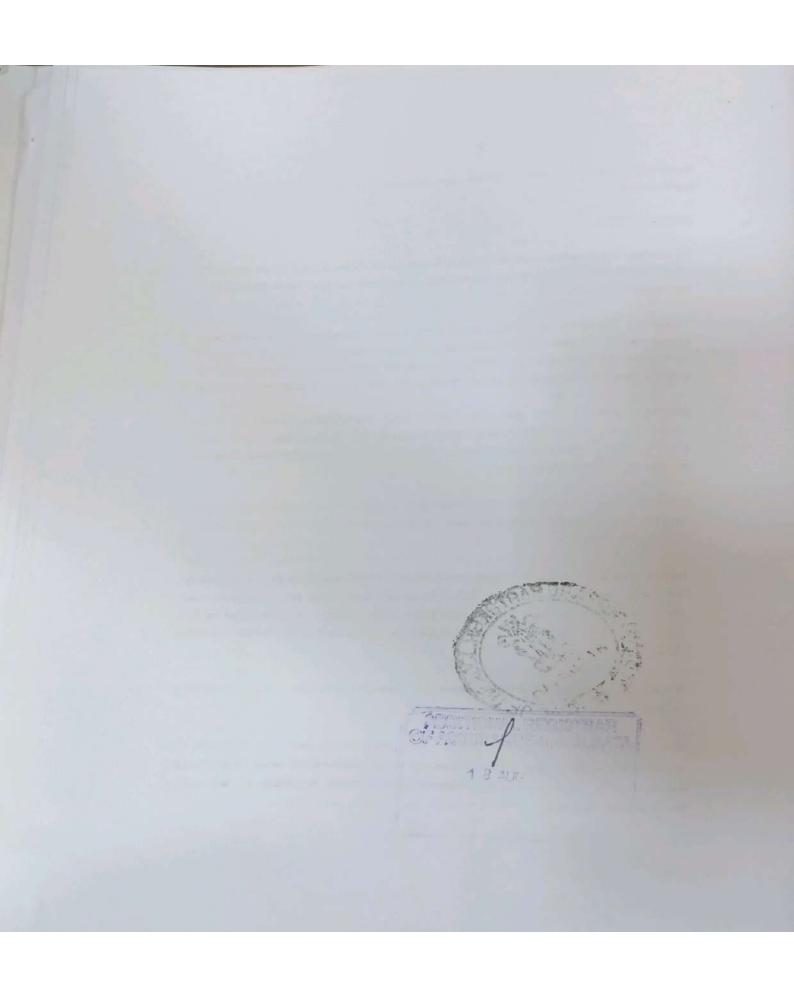
742 in respect of LR Plot No 428 measuring area 33 decimal instead of purchasing area 292/3 decimal & in respect of LR Plot No 428/842 measuring area 17 decimal instead of purchasing area 16.65 decimal.

- 5.7 Conversion of Land: The said Mukesh Kumar Agarwala, Landowner herein applied before the concerned office for conversion of land possessed by him in L.R. Dag No. 428/842 from Danga' to Bastu', and the concerned office duly converted the name of the said land from 'Danga' to 'Bastu' in respect of L.R. Dag No. 428/842 on 05.06.23 vide Memo No. 798/BLLRO/BISHNUPUR & L.R. Dag No. 428 from Danga' to 'Bastu', and the concerned office duly converted the name of the said land from 'Danga' to 'Bastu' in respect of L.R. Dag No. 428 on 04.08.23 vide Memo No. 1142/SDLLRO/BISHNUPUR.
- 6. DESIRE OF DEVELOPMENT OF THE LAND &ACCEPTANCE :
- 6.1 Desire of Development of Land: The said Mukesh Kumar Agarwala, Landowner herein, expresses his desire to develop his aforesaid plot of land, which is more fully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the Developer herein accepted the said proposal and the Landowner herein has decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.
- 7. REGISTERED POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT:
- 7.1 Registered Development Power of Attorney After Registered Development Agreement: For the smooth running of the said project, the said Mukesh Kumar Agarwala, Landowner herein, agreed to execute a Registered Power of Attorney After Registered Development Agreement, by which the said Mukesh Kumar Agarwala, Landowner herein, has appointed and nominated the said PLB Developers Consultants Private Limited,

Developer herein as their Constituted Attorney, to act on behalf of the Landowner.

8. **DEFINITION**:

- 8.1 **Building:** Shall mean a multi storied building so to be constructed on the schedule property, which is more fully described in the First Schedule hereunder written.
- 8.2 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift room and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 Saleable Space: Shall mean the space within the building, which is to be available as an unit/flat/shop/car parking for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 Landowners' Allocation: Shall mean the consideration against the project by the Landowners, which is more fully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation:** Shall mean all the remaining area of the proposed building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written herein below.
- 8.6 Architect/Engineer: Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer:** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.



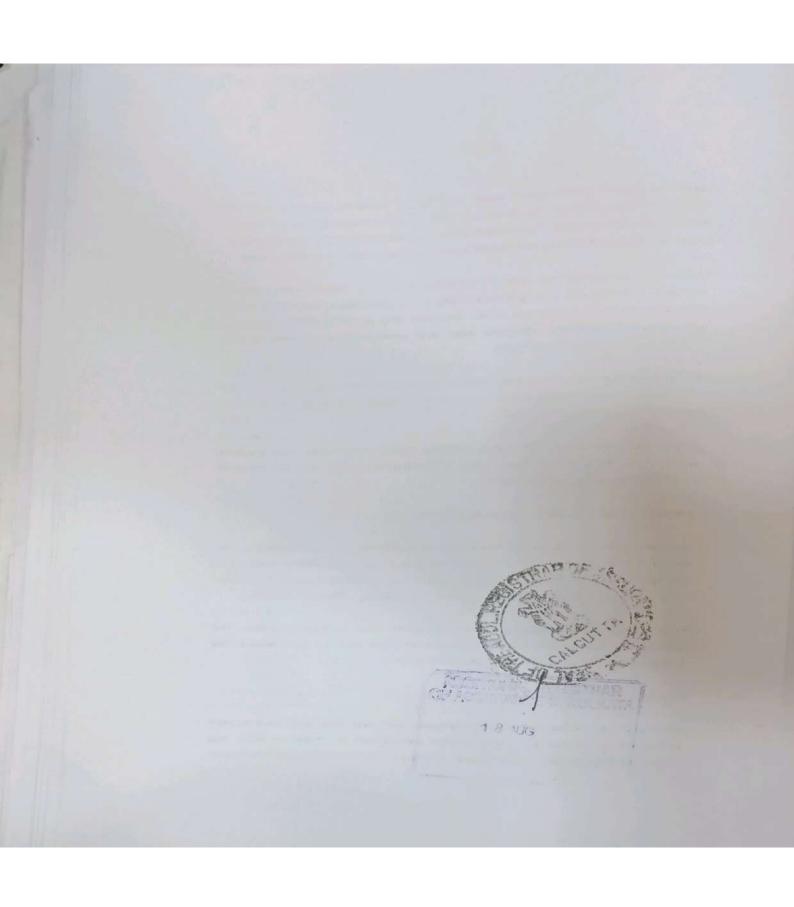
- 8.8 Building Plan: Shall mean such sanctioned building plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority/authorities for construction of the building, including its modification and amenities and alterations.
- 8.9 Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the unit has been built. It includes carpet area of the unit plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 Total Covered Area: Here total covered area means, built up/lockable area of the unit plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 8.11 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus proportionate share of 25% of total covered area (being service area).

9. LANDOWNERS' RIGHT & REPRESENTATION:

- 9.1 Indemnification regarding Possession & Delivery: The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 9.2 Free From Encumbrance: The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

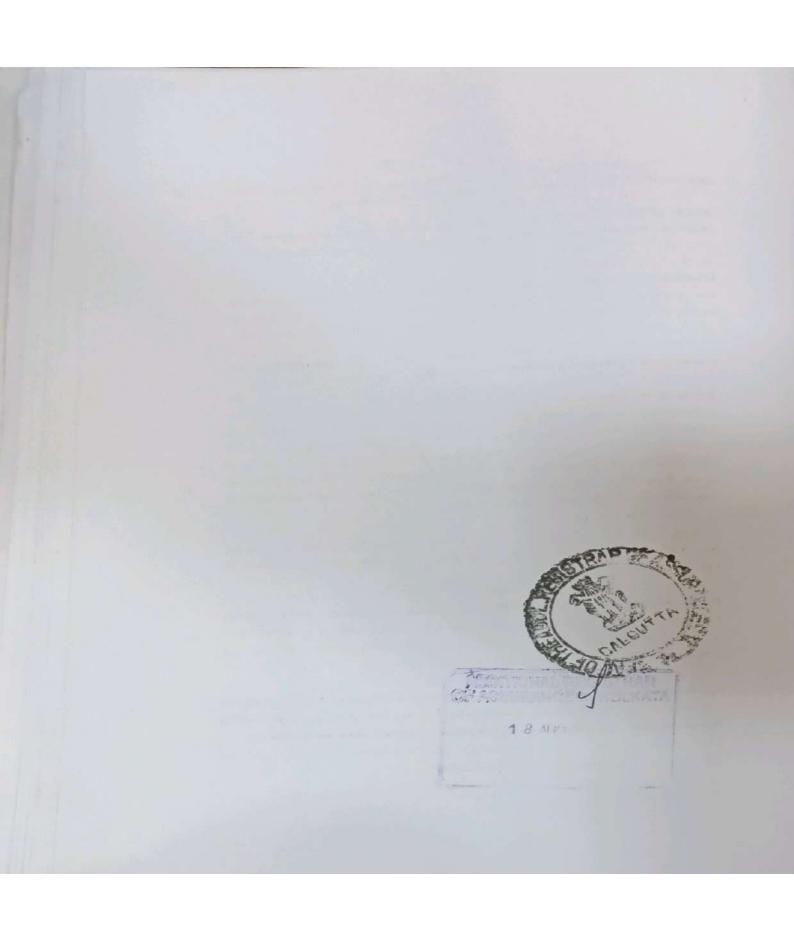
10. **DEVELOPER'S RIGHTS:**

10.1 Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money



or take any advance against their allocation or acquired right under these agreement, in this regard the Landowners have no liability.

- 10.2 **Right of Construction:** The Landowner hereby grants permission an exclusive rights to the Developer to build new building upon the schedule property.
- 10.3 Construction Cost: The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.
- 10.4 Sale Proceeds of Developer's Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holder. All the sale consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.
- 10.6 **Selling Rate:** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 10.7 **Profit &Loss:** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 Possession to the Landowner: On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowner by executing a Deed of Release.



- 10.9 **Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.
- 10.10. Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners in respect of Developer's Allocation.

11. CONSIDERATION:

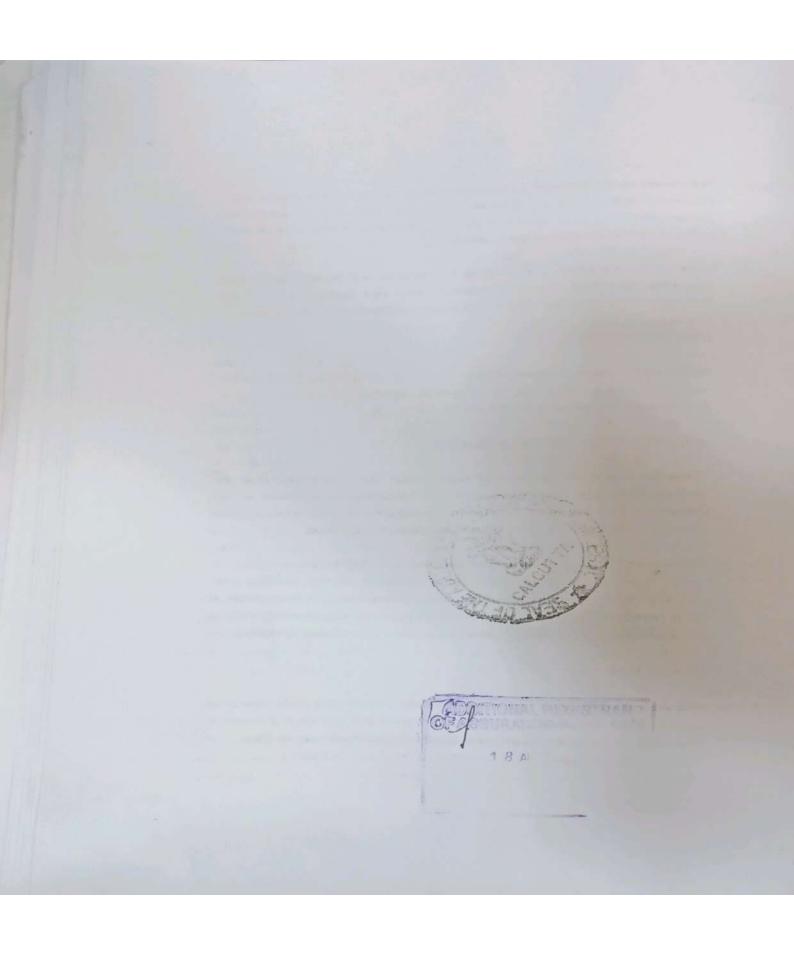
11.1. Permission against Consideration: The Landowner grants permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

12. DEALING OF SPACE IN THE BUILDING:

- 12.1 Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.
- 12.2 Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **NEW BUILDING:**

13.1 **Completion of Project**: The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.



- Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
- 13.4 Taxes & Other Taxes of the Property: The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property up to the date of this agreement. And after that the Developer will pay/will be borne the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Municipal taxes and other taxes including GST payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or their nominees and the Landowners and/or their nominee/nominees respectively.
- 13.5 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

14. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:

14.1 **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowners' Allocation in the building

and certificate of the Architect/L.B.S of the authority being provided to that effect.

- 14.2 Payment of Taxes: Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.
- Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

15. COMMON RESTRICTION :

- 15.1 Restriction of Landowner and Developer in common: The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-
- 15.2 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

- Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 15.4 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 15.7 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

15.9 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

16. LANDOWNERS' OBLIGATION:

16.1 No Interference:

The Landowner hereby agrees and covenants with the Developer:

- not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

17. DEVELOPER'S OBLIGATIONS:

17.1 Time Schedule of Handing Over Landowners' Allocation: The Developer hereby agree and covenant with the Landowners to handover Landowners' Allocation within 36 (Thirty Six) months from the date of signing the building plan from the concerned authority. The Landowner also permits the Developer a grace period of 6 (Six) months more to handover the possession of Landowners' Allocation.

- 17.2 **Penalty:** If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.2,000/- (Rupees Two Thousand) only per month to the Landowners as demurrage.
- 17.3 **No Violation:** The Developer hereby agree and covenant with the Landowners:
 - not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
 - (ii) not to do any act, deed or thing, whereby the Landowners is prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

18. LANDOWNERS' INDEMNITY:

18.1 Indemnity: The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

19. **DEVELOPER'S INDEMNITY:**

The Developer hereby undertake to keep the Landowner:

- (i) Indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) Against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

20. MISCELLANEOUS:

- 20.1 Contract Not Partnership: The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- Not specified Premises: It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.
- Not Responsible: The Landowners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- Process of Issuing Notice: Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.



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- 20.5 Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 20.6 Name of the Building: The name of the building shall be given by the Developer in due course.
- 20.7 Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting its/their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of its/their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 20.8 **Documentation:** The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

21. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

22. ALTERNATIVE DISPUTE RESOLUTION:

- Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal described in Clause 22.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 22.2 Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be jointly nominated by both the parties herein.
- 22.3 Place: The place of arbitration shall be Kolkata only.
- Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 23. <u>JURISDICTION</u>: In connection with the aforesaid arbitration proceeding, only the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO [Description of Land]

SCHEDULE/PROJECT PROPERTY: ALL THAT piece and parcel of a demarcated and vacant plot of Bastu land measuring 10 (Ten.) Decimals be the same a little more or less, lying and situate at Mouza - Turkisitarampur, J.L. No. 100 under P.S. Bishnupur, comprised in R.S. Dag No. 137, L.R. Dag No. 428/842, L.R. Khatian No. 742 & 11.86 (Eleven Point Eight Six.) Decimals be the same a little more or less, lying and situate at Mouza - Turkisitarampur, J.L. No. 100 under P.S. Bishnupur, comprised in R.S. Dag No. 137, L.R. Dag No. 428, L.R. Khatian No. 742 (in the name of Mukesh Kumar Agarwala), in total 21.86 (Twenty One Point Eight Six.) Decimals, A.D.S.R.O. Bishnupur, within the local limit of Bishnupur Municipality in Ward No 16 having municipal holding no 306/B/7/1, in the District - Bankura, Pin No. 722122, in the State of West Bengal, more fully described in the First Schedule hereinafter written wherein one hand made sketch map is attached herewith this Development Agreement which will be part and parcel of this Development Agreement. The said demarcated plot is butted and bounded as follows:-

ON THE NORTH : Rest Land of LR Plot No 428 & 428/842.

ON THE SOUTH : Rest Land of LR Plot No 428.

ON THE EAST : NH 60 Road.

ON THE WEST : Land of SOUTH EASTERN RAILWAY.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION: The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building/s over and above the same will be entitled to have the allocation in the manner as follows:-

The Landowners' Allocation will be allotted as follows :- :-

The Landowner will get 35% (Thirty Five Percent) of the total sanctioned area
in the proposed building in form of self-contained flats/commercial spaces,
so to be constructed by the Developer on the schedule property, which is

more fully mentioned in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities and common facilities in the said building.

Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flats/shops/garages within the purview of the Landowners' Allocation.

- 2. The Landowners will also get a sum of Rs.10,000/- (Rupees Ten Thousand) only as refundable security deposit to be payable by the Developer at the time of signing, executing and registering of this present Development Agreement. The aforesaid security deposit will be returned back by the Landowners to the Developer on or before receiving possession of their Landowners' Allocation.
- It is also settled that except the Landowners' Allocation as stated above, the other constructed area of the building will exclusively be treated as Developer's Allocation.
- 4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
- 5. The Landowners hereby give permission to the Developer to amalgamate the other adjacent plot of the present Landowners and hereby given their no objection of the said amalgamation. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate of their land ratio held by the landowners on the land/amalgamated plot of land.

THE THIRD SCHEDULE ABOVE REFERRED TO [Developer's Allocation]

DEVELOPER'S ALLOCATION: Shall mean all the remaining 65% (Sixty Five Percent) of the constructed area in the proposed building (excluding Owners' Allocation as described above) including the common facilities, common parts and common amenities of the building/s and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO [Specifications]

- STRUCTURE: Building/s designed with R.C.C. Frame structure resting on individual column, design approved by the competent authority.
- 2. EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar.
- 3. INTERNAL WALL: 3" % 5" thick brick wall and plastered with cement mortar.
- 4. FLOORING: Flooring of flat will be of Floor Tiles.
- BATH ROOM: Bath room fitted up to door height with glazed tiles of standard brand.
- KITCHEN: Cooking platform will be of Black stone with stainless steel sink and glazed tiles fitted up to 2'-6" height above the platform to protect the oil spot.
- TOILET: Toilet of European type commode with standard P.V.C. Cistern. All
 fittings are of standard brand. One wash hand basin will be in dining space/
 toilet
- DOORS: Sal Wood Frame. Main Door will be wooden & other door palla of the flat of flush door.
- 9. WINDOWS: Aluminium Sliding window
- WATER SUPPLY: Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
- 11. PLUMBING: Toilet concealed plumbing with PVC Pipe with two bibcock, one shower and standard cistern fittings in the main toilet and one bibcock and

standard cistern fittings in the attached toilet, all fittings are standard quality.

- 12. BALCONY: Balcony will be covered up to 2'-6" height.
- 13. LIFT: Four person capacity lift will be provided.

ELECTRICAL WORKS:

- 1. Full concealed wiring with copper conduit.
- 2. In Bed Room: Two light points, only one 5 amp. plug point, one fan point.
- Living/Dining Room: Two light points, One Fan point, one 5 amp plug point, one 15 amp plug point (as per required area).
- 4. Kitchen: One light point, one exhaust fan point and one 15 amp. plug point.
- 5. Toilet: One light point, one 15 amp. plug point, one exhaust fan point.
- 6. Balcony: One light point.
- 7. One light point at main entrance.
- 8. Calling bell: One calling bell point at the main entrance.

PAINTING :

a) Inside wall of the flat will be finished with putty and external wall with standard exterior paint or equivalent.

EXTRA WORK: Any work other than specified above would be regarded as extra work for which separate payment is required to be made.

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

SIGNED, SEALED AND DELIVERED

by the parties, in presence of:

1. Nitai Sankan.

Mukesh Kumar Agarwala

2. Ayanika Kahmakar. Baguiahi, Kolkaba! 700059

Landowner

Paronila Chekreber 3-

Paromita Chakraborty

Jayeeta Ray

Tayala Ray

Directors of

PLB Developers Consultants

Private Limited

Developer

Drafted By

SUBHABRATA BASU

Advocate falkabrila tour

ENROLMENT NO. WB-1889/2010 >

MOB: 9836170309/9038392332

subhabratabasullm@gmail.com

Bassackpose cont

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a refundable sum of Rs.10,000/- (Rupees Ten Thousand) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Cash/Cheque No.	Date	Bank & Branch	Amount
ONLINE	18.08.2023		10,000

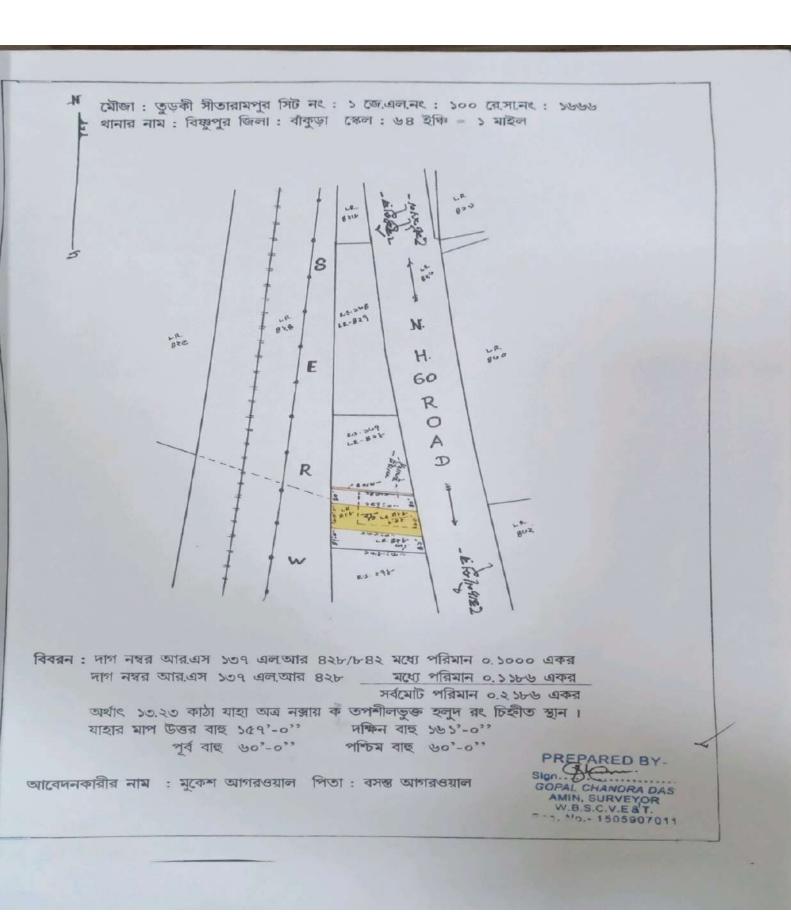
Witnesses :-

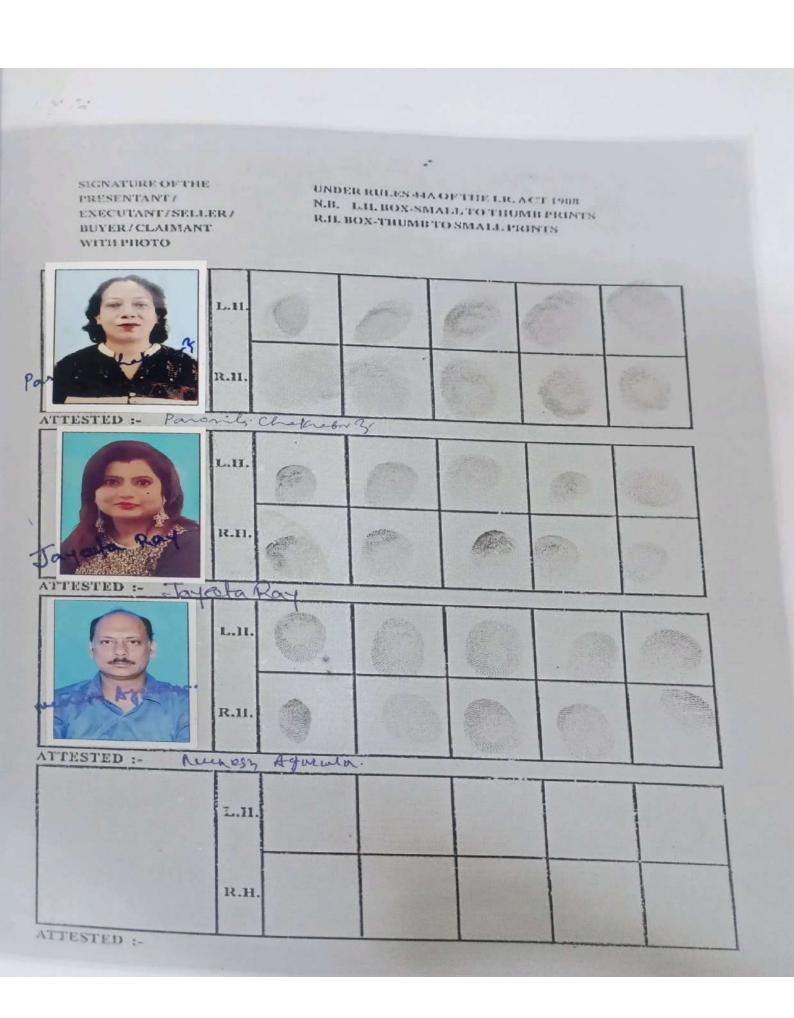
1. Nitai Sankan.

Mukesh Kumar Agarwala

Landowner

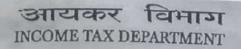
2. Ayanika Kanmahar. Bagulahi, Kolkaha! 700059.







Survives.

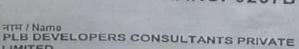


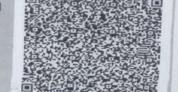


भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AAKCP0267B





23082018

निगमन/गठन की तारीख Date of Incorporation/Formation 23/08/2018

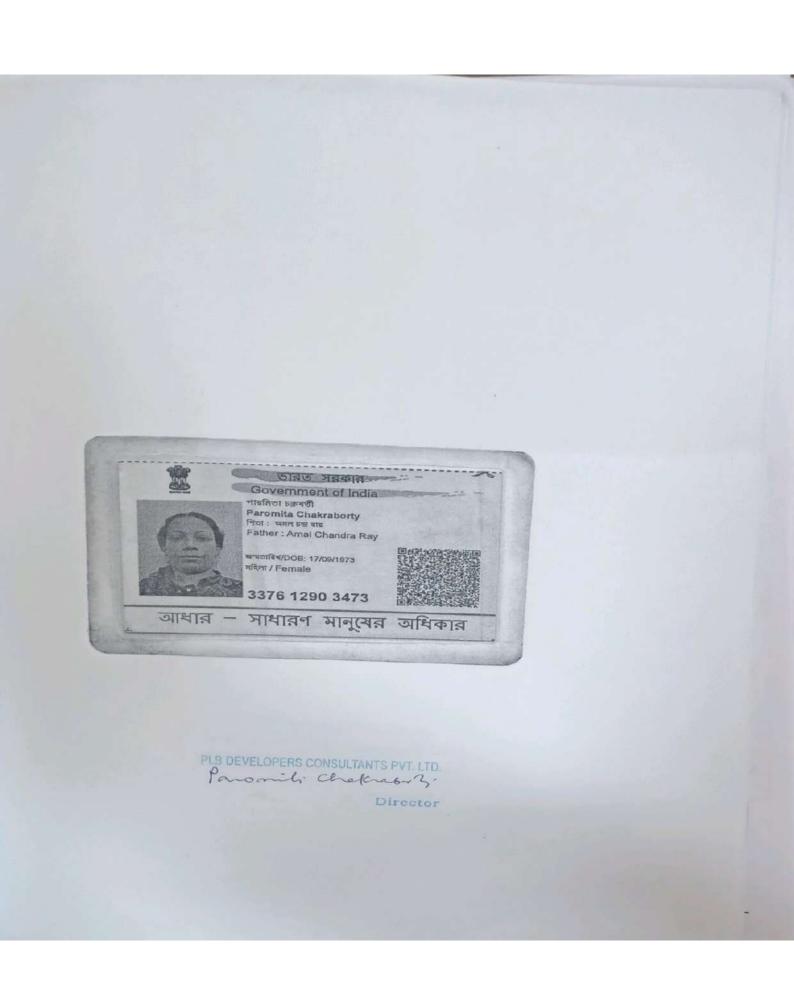
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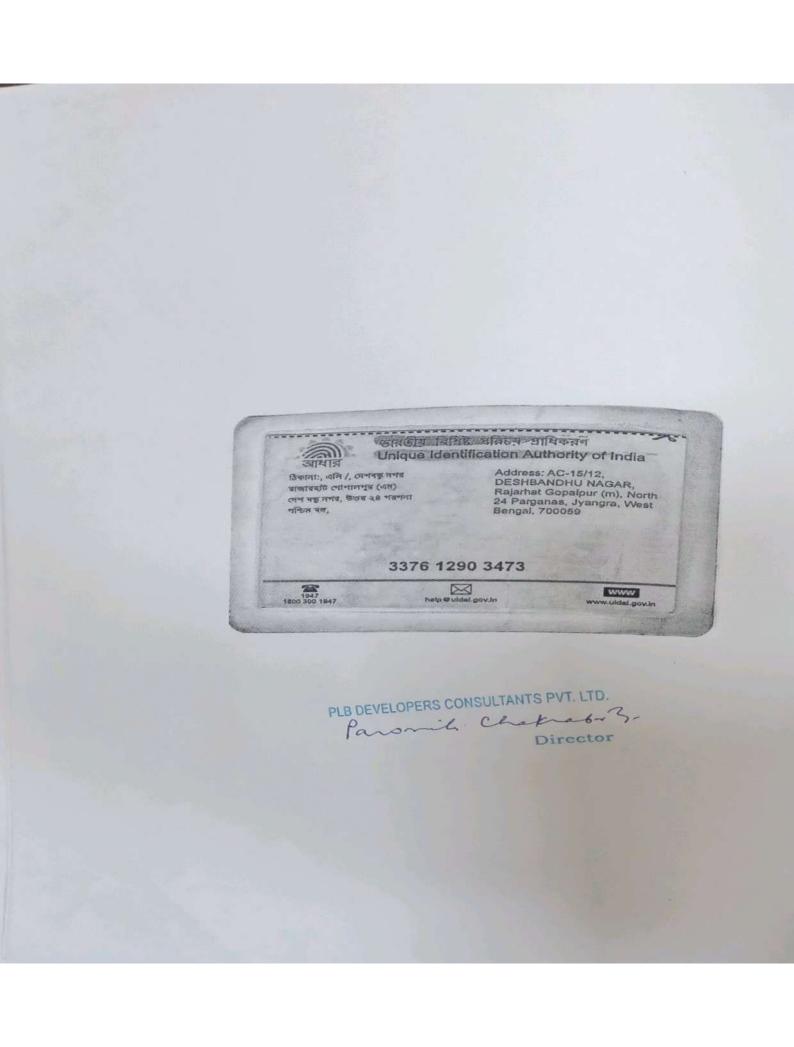
PLB DEVELOPERS CONSULTANTS PVT. LTD. Jayerta

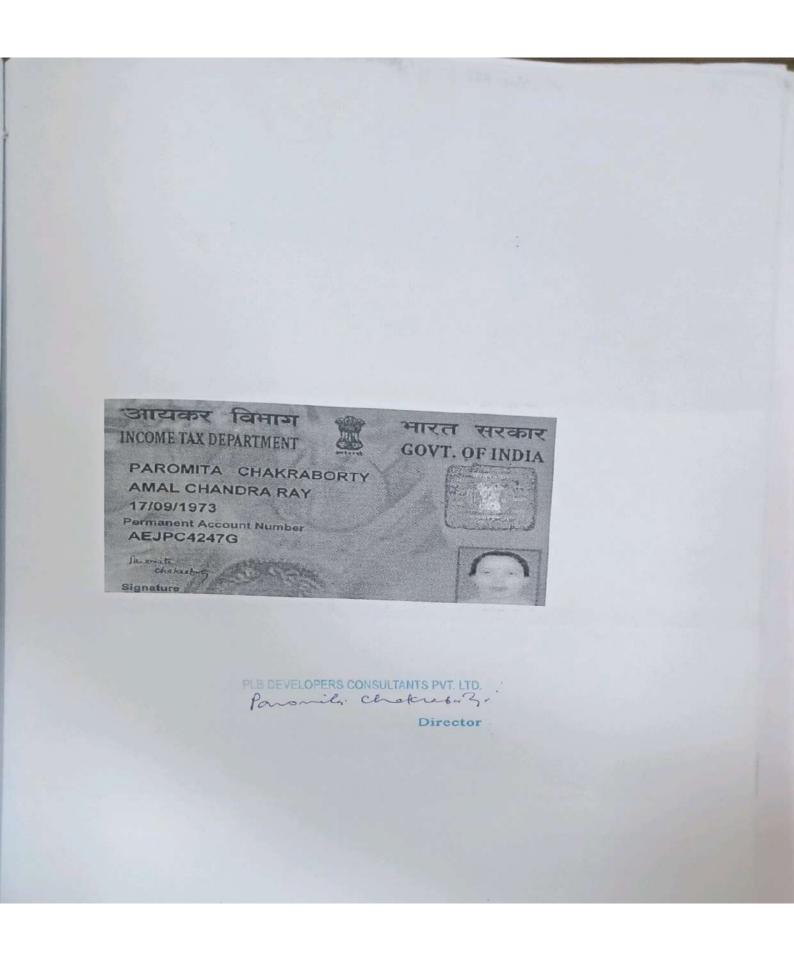
Director

PLB DEVELOPERS CONSULTANTS PVT. LTD.

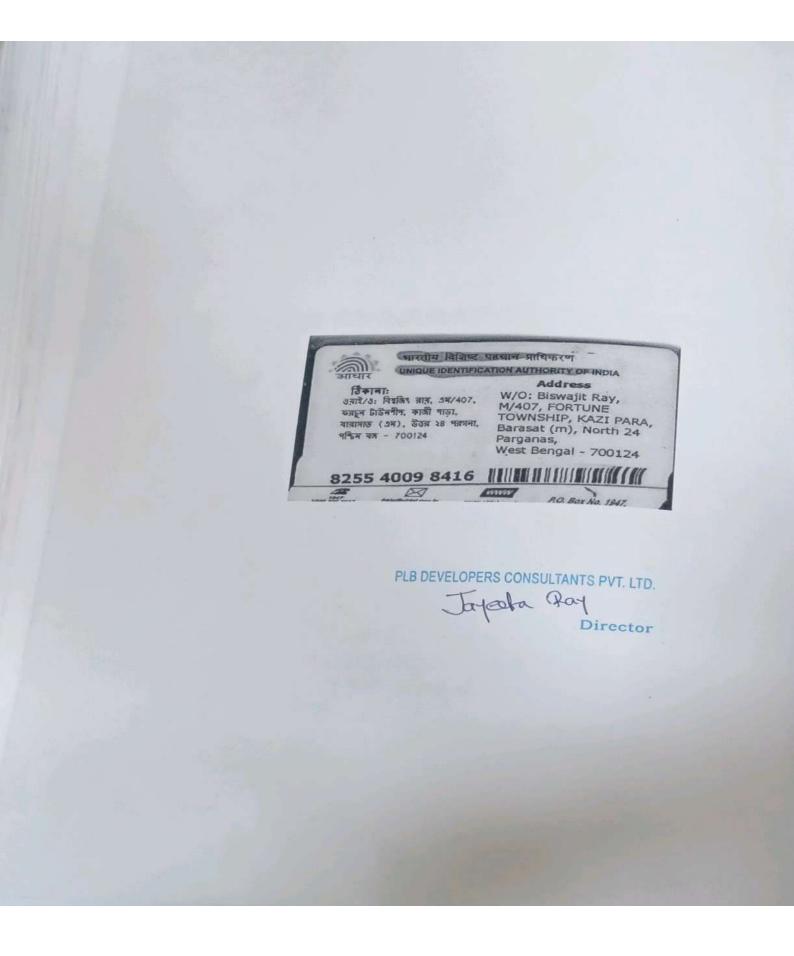
Director

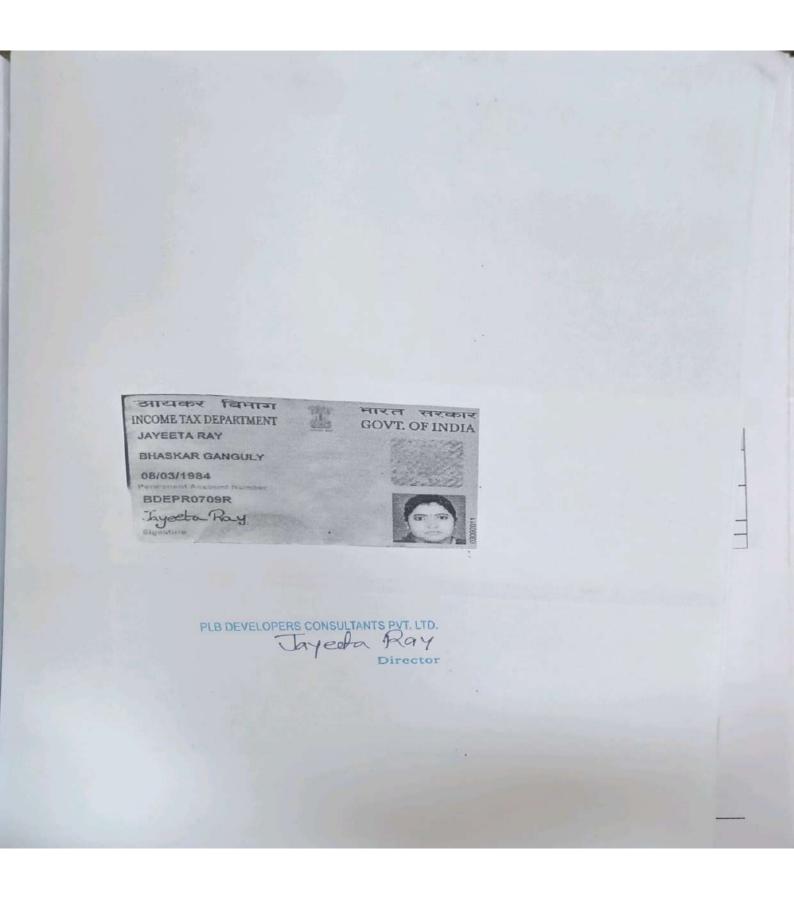


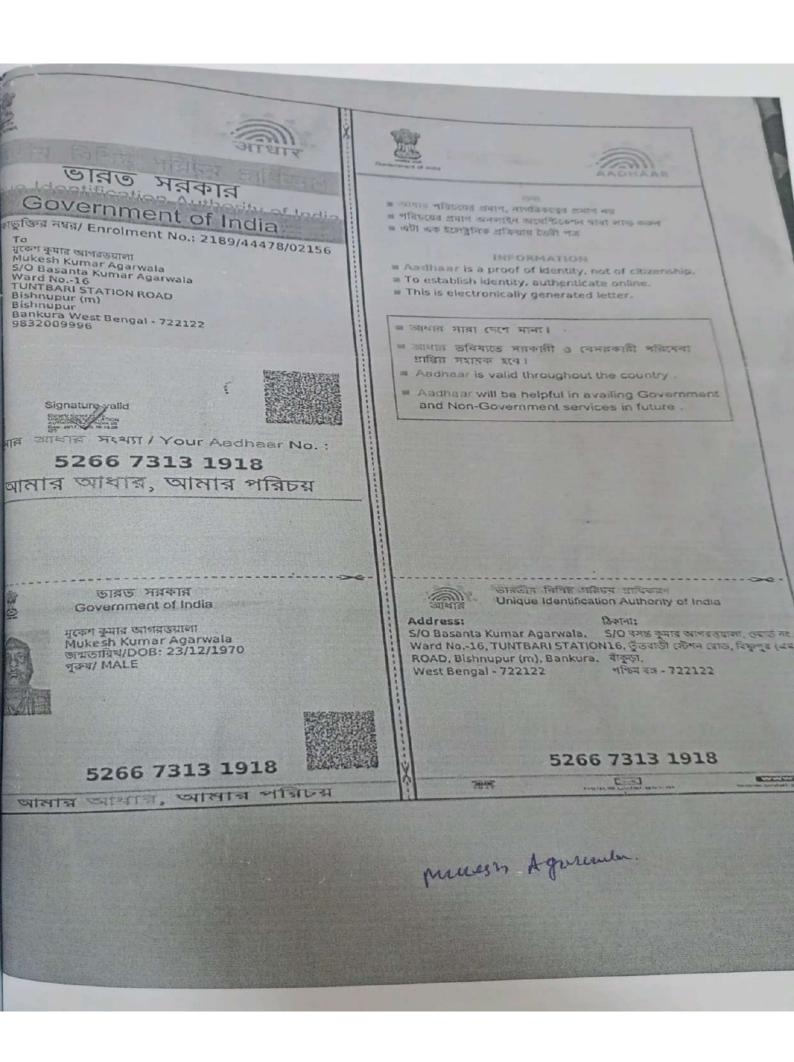














Major Information of the Deed

ad No :	I-1902-10945/2023	Date of Registration	18/08/2023		
ery No / Year	1902-2002047717/2023	Office where deed is registered			
ary Date	10/08/2023 12:44:35 AM		A.R.A II KOLKATA, District: Kolkata		
plicant Name, Address other Details					
insaction		Additional Transaction			
10] Sale, Development Agreement or Construction reement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,000/-]			
Forth value		Market Value			
21-		Rs. 95,33,076/-			
ampduty Paid(SD)		Registration Fee Paid			
10,021/- (Article:48(g))		Rs. 205/- (Article:E, E, B)			
emarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urba area)				

and Details :

istrict: Bankura, P.S.- Bishnupur, Municipality: BISHNUPUR, Mouza: Turkisitarampur, , Ward No: 16, Holding

Plot Number		Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
LR-428/842 (RS :-)		Bastu	Danga	10 Dec		43,60,968/-	Property is on Road Adjacent to Metal Road,
LR-428 (RS	LR-742	Bastu	Danga	11.86 Dec	1/-	51,72,108/-	Property is on Road Adjacent to Metal Road,
	TOTAL	:		21.86Dec	2/-	95,33,076 /-	
Grand	Total:			21.86Dec	2/-	95,33,076 /-	

22082023 Query No:-19022002047717 / 2023 Deed No :1 - 190210945 / 2023, Document is digitally signed.

Page 30 of 34

Land Lord Details :

SI No

SI

Name, Address, Photo, Finger print and Signature

Name
Shri MUKESH KUMAR
AGARWALA
Son of Mr BASANTA
KUMAR AGARWALA
Executed by: Self, Date of
Execution: 18/08/2023
, Admitted by: Self, Date of
Admission: 18/08/2023 ,Place
: Office





Finger Print

18/08/2023

Signature

STATION ROAD, TUNTBARI, City:-, P.O:- BISHNUPUR, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACXXXXXXOM, Aadhaar No: 52xxxxxxxx1918, Status:Individual, Executed by: Self, Date of Execution: 18/08/2023, Admitted by: Self, Date of Admission: 18/08/2023, Place: Office

Developer Details :

Name, Address, Photo, Finger print and Signature

PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED

DESHBANDHU NAGAR, BAGUIATI, AC-15/12, City:-, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.:: AAxxxxxx7B, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature

Smt PAROMITA
CHAKRABORTY
Wife of Shri BASUDEB
CHAKRABORTY
Date of Execution 18/08/2023, Admitted by:
Self, Date of Admission:
18/08/2023, Place of
Admission of Execution: Office

Name





Signature

18/08/2023

DESHBANDHU NAGAR, BAGUIATI, AC-15/12, City:-, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx7G, Aadhaar No: 33xxxxxxxx3473 Status Representative, Representative of: PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED (as DIRECTORS)

2008/2023 Query No:-19022002047717 / 2023 Deed No :I - 190210945 / 2023, Document is digitally signed.

Page 31 of 34

Name Photo Finger Print Signature Smt JAYEETA RAY (Presentant) Wife of Shri BISWAJIT RAY Date of Execution 18/08/2023, Admitted by: Self, Date of Admission: 18/08/2023, Place of Admission of Execution: Office Aug 18 2023 7:40PM LTI 18/08/2023

FORTUNE TOWNSHIP, M/407, City:-, P.O:- KAZIPARA, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BDxxxxxxx9R, Aadhaar No: 82xxxxxxxx8416 Status: Representative, Representative of: PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED (as DIRECTORS)

entifier Details :

ame	Photo	Finger Print	Signature
r SUBHABRATA BASU on of Shri SAJAL BASU ANAKALYAN ROAD, 74, City:-, P.O:- MTA, P.S:-Nimta, District:-North 24- arganas, West Bengal, India, PIN:- p0049	8	Distribution of the second	Ser -
	18/08/2023	18/08/2023	18/08/2023

rransf	er of property for L1				
INO	From	To. with area (Name-Area)			
	Shri MUKESH KUMAR AGARWALA	PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED-10 Dec			
trans	fer of property for L2				
SI.No	From	To. with area (Name-Area)			
	Shri MUKESH KUMAR AGARWALA	PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED-11.86 Dec			

land Details as per Land Record

Strict: Bankura, P.S:- Bishnupur, Municipality: BISHNUPUR, Mouza: Turkisitarampur, , Ward No: 16, Holding

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 428/842, LR Khatian No:- 742		Seller is not the recorded Owner as per Applicant.
	LR Plot No:- 428, LR Khatian		Seller is not the recorded Owner as per Applicant.

2023 Query No:-19022002047717 / 2023 Deed No :1 - 190210945 / 2023, Document is digitally signed.

Endorsement For Deed Number: 1 - 190210945 / 2023

, 18-08-2023

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

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

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

resented for registration at 19:09 hrs on 18-08-2023, at the Office of the A.R.A. - II KOLKATA by Smt JAYEETA RAY

ertificate of Market Value(WB PUVI rules of 2001)

rertified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,33,076/-

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

xecution is admitted on 18/08/2023 by Shri MUKESH KUMAR AGARWALA, Son of Mr BASANTA KUMAR IGARWALA, STATION ROAD, TUNTBARI, P.O: BISHNUPUR, Thana: Bishnupur, , Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by Profession Business

ndetified by Mr SUBHABRATA BASU, , , Son of Shri SAJAL BASU, JANAKALYAN ROAD, 74, P.O: NIMTA, Thana: North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-08-2023 by Smt PAROMITA CHAKRABORTY, DIRECTORS, PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED (Private Limited Company), DESHBANDHU NAGAR, BAGUIATI, AC-15/12, City:-p O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Indetified by Mr SUBHABRATA BASU, , , Son of Shri SAJAL BASU, JANAKALYAN ROAD, 74, P.O: NIMTA, Thana: North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Advocate

Execution is admitted on 18-08-2023 by Smt JAYEETA RAY, DIRECTORS, PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED (Private Limited Company), DESHBANDHU NAGAR, BAGUIATI, AC-15/12, City:-, P.O:-DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

indetified by Mr SUBHABRATA BASU, , , Son of Shri SAJAL BASU, JANAKALYAN ROAD, 74, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 205.00/- (B = Rs 100.00/- ,E = Rs 21.00/-Rs 55 00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 121/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/08/2023 9:21AM with Govt. Ref. No: 192023240174446928 on 18-08-2023, Amount Rs: 121/-, Bank:
SBI EPay (SBIePay), Ref. No. 9864394560126 on 18-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

Description of Stamp

Stamp: Type: Impressed, Serial no 1729, Amount: Rs.100.00/-, Date of Purchase: 11/08/2023, Vendor name: J K Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2023 9:21AM with Govt. Ref. No: 192023240174446928 on 18-08-2023, Amount Rs: 9,921/-, Bank: SBI EPay (SBIePay), Ref. No. 9864394560126 on 18-08-2023, Head of Account 0030-02-103-003-02



Satyajit Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA Kolkata, West Bengal

7008/2023 Query No:-19022002047717 / 2023 Deed No :I - 190210945 / 2023, Document is digitally signed.

Endorsement For Deed Number : I - 190210945 / 2023

18-08-2023

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

of Indian Stamp Act 1899.

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

esented for registration at 19:09 hrs on 18-08-2023, at the Office of the A.R.A. - II KOLKATA by Smt JAYEETA RAY

prtificate of Market Value(WB PUVI rules of 2001)

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Execution is admitted on 18/08/2023 by Shri MUKESH KUMAR AGARWALA, Son of Mr BASANTA KUMAR AGARWALA, STATION ROAD, TUNTBARI, P.O: BISHNUPUR, Thana: Bishnupur, , Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by Profession Business

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

execution is admitted on 18-08-2023 by Smt PAROMITA CHAKRABORTY, DIRECTORS, PLB DEVELOPERS CONSULTANTS PRIVATE LIMITED (Private Limited Company), DESHBANDHU NAGAR, BAGUIATI, AC-15/12, City:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

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PRIVATE LIMITED (Private Limited Company), DESHBANDHU NAGAR, BAGUIATI, AC-15/12, City:-, P.O:DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

indetified by Mr SUBHABRATA BASU, . . Son of Shri SAJAL BASU, JANAKALYAN ROAD, 74, P.O. NIMTA, Thana: North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 205.00/- (B = Rs 100.00/-, E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 121/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2023 9:21AM with Govt. Ref. No: 192023240174446928 on 18-08-2023, Amount Rs: 121/-, Bank: SBI EPay (SBIePay), Ref. No. 9864394560126 on 18-08-2023, Head of Account 0030-03-104-001-16

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Salt

Satyajit Biswas

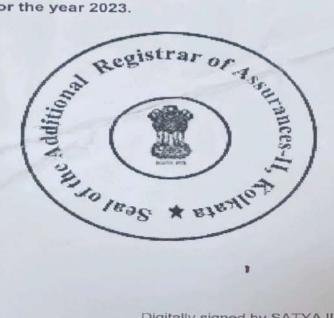
ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Query No:-19022002047717 / 2023 Deed No :1 - 190210945 / 2023, Document is digitally signed

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2023, Page from 349954 to 349987
being No 190210945 for the year 2023.



Digitally signed by SATYAJIT BISWAS Date: 2023.08.22 13:01:30 -07:00 Reason: Digital Signing of Deed.

pros

(Satyajit Biswas) 2023/08/22 01:01:30 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)

22/08/2023 Query No:-19022002047717 / 2023 Deed No: 1 - 190210945 / 2023, Document is digitally signed.

Pane 34 of 34