18256/2023



Additional Registrar of Assurances-IV, Kelkata

87AB 460581

Cartified that the Document is admitted of Registration. The StructureSheet and the endorsement shares of the admitted the this document on the next state.

Assistances-IV, Kolket

1 6 DEC 2023

REGISTERED DEVELOPMENT AGREEMENT along with REGISTERED DEVELOPMENT POWER OF ATTORNEY

this indenture and power of attorney is made on this 16th day of December. Two Thousand Twenty Three (2023).

BETWEEN

SWAPNADIP DAS Advocate 6, Old Port Office Street, Crambers Cround Roman No. 56 Rs. 23 SEP 2023 SIPRA PRI Licence No.: 18A 2 3 SEP 2023 Code: 1070 No. 8. Road Kolkata-700-00:



1 & DEC 2023

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> ADDITIONAL REGISTRAR OF ASSISTMANDES IV. KOLKATA 1 6 DEC 2023

(1). MRS. SUTAPA MUKHERJEE (PAN no. AEWPM2022A) (AADHAAR No. 4816 3926 6393) & (MOBILE NO. 9830055317), married daughter of late Sudhir Kumar Banerjee and widow of Late Bimal Mukherjee, by faith - Hindu, by occupation - House wife, by Nationality - Indian; (2). MRS. SHRABANI MUKHERJEE (PAN no. AQPPM9012P) (AADHAAR No. 2964 2259 4153) & (MOBILE NO. 9836659520), married daughter of Late Bimal Mukherjee and wife of Manotosh Toppo, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Village - Bhatenda, School Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal; hereinafter called the "Owners" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include their heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the ONE PART.

AND

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, (PAN No. AAOCS9984L), a Private Limited Company, having its office at Synthesis Business Park, 7th Floor, Block - A, Room No. - 12, opposite Eco Park Gate no. 2, Action area - 2A, New Town, P.O. New Town, P.S. Rajarhat, District - 24 Parganas (north), Pin code - 700156, State - West Bengal, represented through its Director namely MR. ARINDAM BANERJEE, (PAN no. AEFPB8754F) & (MOBILE NO. 9830792002), son of Late Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Siddha Pines", Block - Silver1, Flat - SL401, opposite Derozio College, Rajarhat Giopalpur, P.O. & P.S. Rajarhat, District - 24 Parganas (North), Pin code - 700136, State - West Bengal, hereinafter called and referred to as the "DEVELOPER / PROMOTER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the OTHER PART.

1. Recitals & Background of the Premises:

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Absolute Ownership of Kiran Chandra Karmakar: One Kiran Chandra Karmakar was the absolute owner of 49 satak land lying and situated at Mouza - Bhatenda, J.L No. 28, Touzi No.2998, R.S./L.R. Dag No. 586 corresponding to R.S./L.R. Khatian No. 349, Bishnupur-I Gram Panchayet, P.S. Rajarhat, A.D.S.R. Office Bidhannagar, Salt Lake City (Presently Rajarhat, Newtown) Pargana - Kalikata.

- 1.1. Demise of Kiran Chandra Karmakar: Kiran Chandra Karmakar died intetstate leaving behind as his legal heir and heiress 2 (two) wives namely Smt. Durba Rani Karmakar and Bimala Bala Karmakar, 7 (seven) sons namely Ashutosh Karmakar, Sunil Karmakar, Sushil Karmakar, Anil Chandra Karmakar, Krishna Chandra Karmakar, Sushanto Karmakar, Sukumar Karmakar and 4 (four) daughters namely Reba Karmakar, Renuka Ghosh, Indubala Karmakar and Nalini Karmakar who jointly inherited 49 satak land. Record of Rights: Sukumar Karmakar recorded his name with the Block Land and Land Reforms Office under L.R. Khatian No. 820 and has been paying taxes from time to time.
- 1.2. Ownership of Sri Bimal Mukherjee (now deceased) & Ors.: Bimal Mukherjee (now deceased), Mantu Mallick and Bijoy Ghosh were the owners of the Schedule A, B, C and D respectively, hereunder written and mentioned below respectively by way of 4 (four) different "Bengali Saf Bikray Kobala vide Deed Nos. 8974, 8975, 8976 & 17685, all are recorded in Book No. I, Volume No. 192, Pages from 237 to 244, being No. 8974, for the year 1997; Book No. I, Volume No. 192, Pages from 245 to 252, being No. 8975, for the year 1997 all dated 24.10.1997 and all are registered at the office of A.D.S.R. Bidhannagar, Salt lake City AND Book No. I, Volume No. 1523-2021, Pages from 748705 to 74874, being No. 17685 for the year 2021 respectively and registered at the office of A.D.S.R. Rajarhat dated 17.11.2021.



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1.3. Absolute Ownership of Bimal Mukherjee (now deceased): That said Bimal Mukherjee (now deceased), became the owner and occupier of the Schedule "A" Property and Schedule "D" Property by way of Two separate Sale Deed (Saf Bikray Kobala), vide Deed Nos. 8974 for the year 1997 and 17685 for the year 2021.

1.4. Absolute Ownership of Mantu Mallick: That said Mantu Mallick became the owner and occupier of the Schedule "B" Property by way of Sale Deed (Saf

Bikray Kobala), vide Deed No. 8975.

1.5. Absolute Ownership of Bijoy Ghosh: That said Bijoy Ghosh became the owner and occupier of the Schedule "C" Property by way of Sale Deed (Saf

Bikray Kobala), vide Deed No. 8976.

1.6. Repurchase of Bimal Mukherjee: That said Bimal Mukherjee (now deceased), again purchased the Schedule "B" Property from one Mantu Mallick by virtue of Bengali Saf Bikray Kobala vide Deed Nos. 00307 for the year 2022, recorded in Book No. I, Volume No. 1523-2022, Pages from 18452 to 18475 and registered at the office of A.D.S.R. Rajarhat dated 23.12.2021 and Schedule "C" Property from one Bijoy Ghosh by virtue of Bengali Saf Bikray Kobala vide Deed Nos. 00308 for the year 2022, recorded in Book No. I, Volume No. 1523-2022, Pages from 18476 to 18499 and registered at the office of A.D.S.R. Rajarhat dated 23.12.2021.

1.7. Record of Rights: The said LANDOWNER therein namely Bimal Mukherjee (now deceased) mutated his name in respect thereof the said land in the concerned B.L. & L.R.O. office under L.R. Khatian No. 1610 and in the records of Rajarhat Bishnupur Gram Panchayat in respect of plots of land total measuring about 41 (Forty One) Decimal be the same a little more or less under Rajarhat Bishnupur 1 No. Gram Panchayet, Kolkata - 700135 under the

Police Station - Rajarhat, in the District - North 24 - Parganas.

1.8. In the manner aforesaid the said LANDOWNER therein namely Bimal Mukherjee (now deceased) thus became the absolute owner and seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece of the Bastu land containing by estimation an area of 41 (Forty One) Decimal be the same a little more or less out of 49 Decimal of land, lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 805, 299/1, 169/1, 631/1 & 318/1, L.R. Khatian No. 1610, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal, Thus, by way of above-mentioned Schedule "E", the LANDOWNERS therein namely Bimal Mukherjee (now deceased) became the joint and absolute owners of 41 (Forty One) Decimal be the same a little more or less and have been possessing and enjoying their respective plot of land without interruption of others.

1.9. Demise of Bimal Mukherjee: Bimal Mukherjee died intestate on 21.11.2022 leaving behind as his legal heir and heiress his wife Sutapa Mukherjee and daughter Shrabani Mukherjee who jointly inherited the entire property/Total

Land morefully mentioned in Schedule "E" herein under.

1.10. Absolute Ownership of Sutapa Mukherjee and Shrabani Mukherjee: Sutapa Mukherjee and Shrabani Mukherjee became the absolute owners of the morefully mentioned in Schedule "E" herein under by virtue of inheritance

according to the Hindu Succession Act.

1.11. Record of Rights: The said LANDOWNERS therein namely Sutapa Mukherjee and Shrabani Mukherjee: Sutapa Mukherjee and Shrabani Mukherjee mutated their names in respect thereof the said land in the concerned B.L. & L.R.O. office under L.R. Khatian Nos. 5462 and 5463 and in the records of Rajarhat Bishnupur Gram Panchayat in respect of plots of land total measuring about 41 (Forty One) Decimal be the same a little more or less under Rajarhat Bishnupur 1 No. Gram Panchayet, Kolkata - 700135 under the Police Station - Rajarhat, in the District - North 24 - Parganas.



ADDITIONAL REGISTRAR OF ASSURBUNDES-IV, KOLKATA

1 6 DEC 2023



Government of West Bengal **GRIPS 2.0 Acknowledgement Receipt** Payment Summary





GRIPS Payment Detail

GRIPS Payment ID:

151220232031764411

Payment Init. Date:

15/12/2023 12:01:41

Total Amount:

30089

No of GRN:

Bank/Gateway:

SBI EPay

Payment Mode:

SBI Epay

BRN:

8219498485213

BRN Date:

15/12/2023 12:02:25

Payment Status:

Successful

Payment Init. From:

Department Portal

Depositor Details

Depositor's Name:

Mr Arindam Banerjee

Mobile:

9830006976

Payment(GRN) Details

Sl. No.

GRN

Department

Amount (₹)

192023240317644128

Directorate of Registration & Stamp Revenue

30089

Total

30089

IN WORDS:

THIRTY THOUSAND EIGHTY NINE ONLY.

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

pages below.





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





	192023240317644128				
GRN Details			I DESCRIPTION OF THE PROPERTY		
GRN:	192023240317644128	Payment Mode:	SBI Epay		
GRN Date:	15/12/2023 12:01:41	Bank/Gateway:	SBIePay Payment Gateway		
BRN:	8219498485213	BRN Date:	15/12/2023 12:02:25		
Gateway Ref ID:	IGAQOSZCK8	Method:	State Bank of India NB		
GRIPS Payment ID:	151220232031764411	Payment Init. Date:	15/12/2023 12:01:41		
Payment Status:	Successful	Payment Ref. No:	2002996905/3/2023		

Depositor Details

Depositor's Name:

Mr Arindam Banerjee

Address:

Rajarhat Gopalpur Kolkata 700136

Mobile:

9830006976

Period From (dd/mm/yyyy): 15/12/2023

Period To (dd/mm/yyyy):

15/12/2023

Payment Ref ID:

2002996905/3/2023

Dept Ref ID/DRN:

2002996905/3/2023

Payment Details

il. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002996905/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	20061
2	2002996905/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	10028

Total 30089

[Query No/*/Query Year]

IN WORDS: THIRTY THOUSAND EIGHTY NINE ONLY. the second of the second

1.12. Project property: ALL THAT piece and parcel of a Bagan land measuring 20 (Twenty) Decimal be the same a little more or less (10 Decimal of Sutapa Mukherjee and 10 Decimal of Shrabani Mukherjee) out of 41 (Forty One) Decimal be the same a little more or less, lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 805, 299/1, 169/1, 631/1 & 318/1, 826/1, 858/1, 450/1, 446/1, 30, 148, 800, 634, 637, L.R. Khatian nos. 1611 and 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), new L.R. Khatian No. 5462 (in the name of Sutapa Mukherjee), new L.R. Khatian No. 5463 (in the name of Shrabani Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal, more fully described in the Schedule 'F' written hereunder.

1.13. Development Agreement by & between the parties herein:

The Owners herein expressed their desire to develop the said premises by constructing a Multistoried Building consisting of flats, Garages and Shops etc. on the said land thereon but due to lack of construction fund, the Owners jointly approached the Developer herein to develop the said premises by constructing a Multistoried Building consisting of flats / Garages / Shops etc. on the said land morefully described in the Schedule 'A' written hereunder at the cost and expenses of the said Developer and accordingly the said Owners have agreed to execute one Registered DEVELOPMENT AGREEMENT along with Registered Development Power of Attorney in favour SWEET INFRASTRUCTURE PRIVATE LIMITED, having its Office at Synthesis Business Park, 7th Floor, Block - A, Room No. - 12, opposite Eco Park Gate no. 2, Action area - 2A, New Town, P.O. New Town, P.S. Rajarhat, District - 24 Parganas (north), Pin code - 700156, State - West Bengal, represented by its managing Director namely SRI. ARINDAM BANERJEE, son of Sri. Alok Banerjee, residing at "Siddha Pines", Block - Silver1, Flat - SL401, opposite Derozio College, Rajarhat Giopalpur, P.O. & P.S. Rajarhat, District - 24 Parganas (North), Pin code - 700136, State - West Bengal, Developer herein as their Constituted Attorney and to avoid future contradiction and confrontation the Owners have agreed to execute this Agreement in favour of the Developer as mutually agreed upon and the Owners herein agreed to develop the aforesaid building on the following terms and

1.14. Registered Power of Attorney: For the smooth running of the said project, the Owners have agreed to execute a Registered Development Power of Attorney by which the Owners herein will appoint and nominate the Developer herein.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :-ARTICLE - I, DEFINITION

2.1. LAWS/REGULATIONS - For the purpose of this JOINT DEVELOPMENT AGREEMENT, unless the context otherwise requires: -

Act" means the Real Estate (Regulations and Development) Act, 2016 (Act 16 of 2016, dated 26.03.2016) as amended by the Real Estate (Regulations and Development) Removal of Difficulties Order, 2016 dated 28.10.2016.

That the said Development Agreement, the content and the purports thereof shall be primarily guided by the provisions of the afore-mentioned act and

order alongwith all its subsequent amendments.

"Advertisement" means any document described or issued a advertisement iii. through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment of inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.

"Agreement for sale" means an agreement entered into the promoter and



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the allottee.

"allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case maybe, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.

"apartment" whether called block, chamber, dwelling unit, flat, office, vi. showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified.

"architect" means a person registered as an architect under the provisions of vii.

the Architects Act, 1972 (20 of 1972).

"building" includes any structure or erection or part of a structure or erection viii. which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related ix.

"car parking area" means such area as may be prescribed.

"carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Xi.

"Commencement certificate" means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.

xii. "common areas" mean-

a. the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

b. the staircases, lifts, staircase and lift lobbles, fire escapes and common entrances and exits of buildings; !

c. the common basements, terraces, parks, play areas, open parking areas and common storage spaces.

d. the Premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.

e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.

f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.

g. all community and commercial facilities as provided in the real estate

h. all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

competent authority" means the local authority or any authority xiii. created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property, xiv.

"completion certificate" means the completion certificate, or such other



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certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

"day" means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to

"development" with its grammatical variations and cognate expressions, xvi. means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes redevelopment;

"development works" means the external development works and xvii.

internal development works on immovable property;

"engineer" means a person who possesses a bachelor degree or xviii. equivalent from an institution recognized by the all India Council of Technical Education or any University or any Institution recognized under a law or is registered as any engineer under any law for the time being in

"external development works" includes roads and road systems xix. landscaping, water supply, sewage and drainage system, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or any outside, a project for his benefit, as may be proof under the local laws; XX.

"family" includes husband, wife, minor son and unmarried daughter wholly dependent on a person;

"garage" means a place within a project having a roof and walls on xxi.

three uncovered parking space such as open parking areas;

"immovable property" includes land, building, rights of ways, lights or xxii. any other benefits arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass; xxiii.

"interest" means the rates of interest payable by the promoter or the

allotee, as the case may be;

"internal development works" means roads, footpaths, water supply, xxiv. sewers, drains, parks, tree planting, street lighting, provision for sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit as per sanctioned plans; XXV.

"local authority" means the Municipal Corporation or Municipality or Panchayats or any other local body constituted under any law for the time being in force for providing Municipal Services or basic services, as the

case may be in respect of areas under its Jurisdiction

"occupancy certificate" means the occupancy certificate, or such other xxvi. certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity. xxvii.

"Promoter" means,-

a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

a person who develops land into a project, whether or not the II. person also constructs structures on any of the plots, for the



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purpose of selling to other persons all or some of the plots in the said project, whether with or without structures there on; or

 buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

 b. plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

III. any development authority or any other public body in respect of allottees of-

IV. an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

V. any other person who acts himself as a builder, colonizer, contractor, promoter, estate promoter or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

VI. Such other person who constructs any building or apartment for sale to the general public.

xxviii. "prospectus" means any document described or issued as a prospectus or any notice, circular, or other document offering for sale of any real estate project or inviting any person to make advances or deposits for such purposes;

xxix. "real estate agent" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case maybe, and includes property dealers, brokers, middlemen by whatever name called;.

xxx. "real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case maybe, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

xxxi. "regulations" means the regulations made by the Authority under this Act:

xxxii. "rule" means the rules made under this Act by the State Government;

**xxiii. "sanctioned plan" means the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;

State Government means the State Government in the Housing Department; Words and expressions used herein but not defined in this Act and defined in any law for the time being in force or in the municipal laws or such other relevant laws of the State Government shall have the same meanings respectively assigned to them in those laws.



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2.2. OWNERS / VENDORS SHALL MEAN

Sutapa Mukherjee and Shrabani Mukherjee, to execute all sorts of documents in connection with the Development of the land mentioned in Schedule 'A' written hereunder and for executing any sorts of documents, Agreements and also to give Power of Attorney on behalf of the Company to SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, for the purpose of Development, Sale and to register all Sale Deeds / Conveyances in favour of the prospective purchaser.

2.3. DEVELOPER / PROMOTER SHALL MEAN

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED. represented through its Managing Director namely **MR. ARINDAM BANERJEE** and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.4. PREMISES / LAND SHALL MEAN

ALL THAT piece and parcel of a Bagan land measuring 20 (Twenty) Decimal be the same a little more or less (10 Decimal of Sutapa Mukherjee and 10 Decimal of Shrabani Mukherjee) out of 41 (Forty One) Decimal be the same a little more or less, lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 805, 299/1, 169/1, 631/1 & 318/1, 826/1, 858/1, 450/1, 446/1, 30, 148, 800, 634, 637, L.R. Khatian nos. 1611 and 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), new L.R. Khatian No. 5462 (in the name of Sutapa Mukherjee), new L.R. Khatian No. 5463 (in the name of Shrabani Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal.

2.5. BUILDING

Shall mean **Multistoried Building** to be constructed by the **Developer** herein according to the sanctioned plan issued by the competent authorities including, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule 'A'** written hereunder and referred to as the **"SAID BUILDING"**.

2.6. COMMON FACILITIES AND AMENITIES:

Shall mean entrance of the building, corridor, staircase, passage, driveway, lift, machine room, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.7. THE ARCHITECT

Shall mean such person or persons who may be appointed by the **Developer** for designing, planning and supervision of the building.

2.8. BUILDING PLAN

Shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the **Rajarhat Bishnupur 1 No. Gram Panchayet** and / or any other such competent authorities as the case may be and amended thereof.

2.9. PROJECT

shall mean the work of development undertaken and to be done by the **Developer** in respect of the Premises in pursuance of the Agreement and / or any modification or extension thereof till such development of the Premises be completed and possession of the completed Flats be made over to the Unit **Owners**.

2.10. FORCE MAJEURE

Shall include natural calamities, Act of God, flood, pandemic situation like Covid 19, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of



ADDITIONAL REGISTRAR OF ASSURAGES 17, KOLKATA 1 6 DEC 2023 Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Developer**.

2.11. SALABLE SPACE:

Shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the **Owner's allocation**.

2.12. LAND OWNER'S ALLOCATION:

It has been further agreed by and between the parties herein that the **Owners** will get the following:-

a. A sum of Rs. 10,00,000/- (Rupees Ten Lacs) only will be paid by the Developer to the Owners as refundable.

b. 30% of the total salable area from the proposed building which will be constructed on the Schedule "F" property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid Schedule "F" property save and except the Developer's Allocation more fully described in the Schedule "H" hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof.

c. Apart from the Owner's allocation mentioned in Schedule 'G' hereof, the Owners are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in Schedule 'I' & Schedule 'J' hereof.

d. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph 2.11(a & b) and also Common facilities morefully mentioned in Schedule 'I' & Schedule 'J' respectively here of Agreement written hereunder would be the full and final consideration of the Owners.

2.13. DEVELOPER / PROMOTER'S ALLOCATION:

Shall mean remaining 70% of the total salable area from the proposed Multistoried Building (excluding Owner's allocation), including the proportionate share of common facilities, common parts and common amenities of the building which is more fully described in the Schedule 'I' & Schedule 'I' respectively written hereunder.

2.14. BUILT UP AREA / COVERED-AREA:

Shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

2.15. SUPER BUILT-UP AREA

Shall mean the area of a Flat to be computed by adding the Built-up Area of the Flat with proportionate share in the Common Portions & Common services i.e. Driveways, Walkways, Security rooms, Boundary walls, Drains, Septic tanks, Underground reservoirs, Service toilets, Maintenance room, Generator room, Electrical rooms, Gym room, Community Hall and any other additional Space provided for common services. For convenience of calculation the **Developer** may ascertain a percentage (25% more or less, of the Built up Area) to calculate the Super Built up Area, as may be deemed appropriate by the **Developer** in its absolute discretion.

2.16. APPLICABLE LAW

Shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include Change in Laws.



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2.17. ADVOCATE FOR THE PROJECT

Shall mean Mr. Swapnadip Das, Advocate having his Office at no.6. Old Post Office Street, ground floor, Room no.56, Kolkata – 700001.

2.18. TRANSFEREE

Shall mean a person / firm / limited company / association of person to whom any space in the building has been transferred.

2.19. SINGULAR

Shall include plural and vice versa.

2.20. MASCULINE GENDER

Shall include feminine and neutral genders and vice versa.

ARTICLE - II, COMMENCEMENT

3.1. This Agreement shall be deemed to have been commenced on and with effect from THIS DAY.

ARTICLE - III, OWNER'S RIGHT & REPORESENTATION

4.1. Rightful legal possession

- 4.1.A. The Owners are now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as immediate possession to the Developer to develop the said premises. The Owners hereby represent and covenant that the land comprising the Said Property is butted and bounded on all sides as per plan annexed herewith.
- 4.1.B. There is/are no existing agreement(s) regarding the development or sale of the said premises and that all other agreement(s) if any made prior to this agreement, be treated as cancelled and the Owners agree to indemnify and keep indemnified the Developer against any or all claims made by any third party in respect of the said premises and the Developer has or shall have no liability in this regard. That the Owners shall handover the vacant peaceful and exclusive possession of the aforesaid property after meeting all liabilities pertaining to project property to the Developer and the Owners have not executed any Power of Attorney in respect of the Said Property or any part thereof for any purpose whatsoever in favour of any person and the Owners have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the Said Property or any part thereof.
- 4.1.C. The Owners shall pay and clear up all the arrears on account of Khajna/ Municipal / Panchayat taxes and outgoing of the said project land up to the date of execution of this instant agreement. It is further agreed by and between the parties that the Owners shall not pay any taxes and municipal taxes and other taxes in respect of the said project property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said property would be borne by the Developer from the date of execution of these presents till the date of handing over the entire share of the sale proceeds as per Owner's allocation mentioned herein above. After getting the Possession Letter of Flats/Units/Car Parking Spaces as per Owner's allocation mentioned herein, the Owners shall pay respective Electricity, GST, tax and khajna, Maintenance for their allocated portion.

4.2. Free from Encumbrances

- 4.2.A. The Owners specifically undertake that the said property has not been subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax or other Statutory Law.
- 4.2.B. The Owners hereby unequivocally and unambiguously declare that the said plots of lands are free from all encumbrances and liens, lispendents, attachments, trust acquisitions requisitions whatsoever and howsoever and the Owners have marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act and that no certificate proceeding and no notice of attachment has or have been instituted



ADDITIONAL REGISTRAR OF ASSUME TERMINEL KATA

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and / or served upon the Owners under the Income Tax Act. 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute and that no notice has ever been served upon the Owners and the Owners hereby also declare that there is no excess vacant land in the said property within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act the Owners hereby also declare that they never created any mortgage of their Schedule "A" mentioned property to any Bank or Financial institutions.

4.3. That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the **Developer**. That the **Owners** undertake to make good all losses suffered by the **Developer** on account of any defect in title of the property and also undertake that if any defect has been found in future then they will repay the entire amount which they received from the Developer and also compensate the Developer for the monetary loss incurred by the **Developer** during construction and the said loss shall be computed by the Chartered Accountant of the Developer which the Owners shall accept the same without raising any dispute.

4.4. On and from the date of delivery of physical possession of the Owner's Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer / its nominee or assignees the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owner's Allocation and such charges are to include proportionate share of premises for the insurance of the building, water, fire charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time subject to the chargeability to actual Flat/property owners.

4.5. That the Owners undertake that said property is free from all encumbrances, attachments and Said Property is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.

- 4.6. That the Owners undertake to sign all the required documents that are required for the mutation of project land that are yet to be mutated in the name of the Owners in the records of the BL and LRO Department, Govt. of West Bengal at the cost of the Owners.
- 4.7. That if the Owners fail to provide the right title and interest of the said land for the purpose of the said project free from encumbrance(s) within the specified time as mentioned herein-above and, furthermore, if there be any emergence of encumbrance(s) thereafter at any time during the subsistence of the completion of the said project which in the opinion of the **Developer** cannot be resolved within a reasonable period and such might reasonably hamper the progress and profitability of the said project, in that case, the Developer shall have the right to terminate this instant development agreement and exit from the said project by assigning the said reason vide a written notice to the Owners which the Owners shall accept the same without raising any dispute and shall refund the said security advance and any other money and/or money's worth that may be relevant within a month from the receipt of the said notice to the Developer of the said project

4.8. That the total area of land is more or less 20 (Twenty) decimal.

ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

5.1. Authority of Developer: The Developer shall have authority to deal with the property in terms of the Agreement or negotiate with any person or persons or enter into any contract or Agreement or take any advance against its allocation or acquired right under these Agreement and in case the Developer requires any financial assistance from any Nationalized / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the Owners, the Owners shall



ADDITIONAL REGISTRAR OF ASSURE THE MOLKATA 1 6 DEC 2029 enter into any kind of Agreement and execute any sorts of documents that may be required time to time for this purpose.

5.2. Legal right of Construction: The Owners hereby grant permission, subject to what have been hereunder provided to the Developer to build new building upon the said land in accordance with the plan sanctioned by Rajarhat Bishnupur 1 No. Gram Panchayet or any other Govt. authorities and any amendment thereof in the name of the Owners with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

5.3. <u>Booking & Agreement for sale</u>: Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the Agreement with the Intending Purchaser/s will be signed by Developer herein on behalf of the

Owners as a Registered Power of Attorney Holder.

5.4. <u>Selling Rate</u>: The selling rate of the <u>Developer's allocation</u> will be fixed by the <u>Developer</u> without any permission or consultation with the <u>Owners</u> The profit & loss, earned from the project will be entirely received or borne by the <u>Developer</u> and no amount will be adjusted from the <u>Owners' Allocation</u> on account of loss or vice versa on account of profit from <u>Developer's allocation</u>.

5.5. <u>Legal power of Developer</u>: Developer is empowered to collect consideration money from the sale of **Developer's allocation** from the Intending Purchaser and issue money receipt in its own name, take advance and full and final consideration from the Intending Purchaser for **Developer's allocation** only.

5.6. <u>Delivery of Possession</u>: That on completion of the proposed <u>Multistoried Building</u> when the flats / Garages / Shops are ready for giving possession, the <u>Developer</u> will put the <u>Owners</u> in their allocation. The possession letter will be signed by the <u>Developer</u> and Power of Attorney holder of the <u>Owners</u> and <u>Owners</u> also will sign if needed. The Deed of Conveyance will be signed by the <u>Developer</u>, for its allocation, on behalf of and as representative and Registered Power of Attorney Holder of the <u>Owners</u> and the <u>Owners</u> will sign the Deed of Conveyance as Vendors, if needed.

5.7. Construction cost: All construction cost will be borne by the Developer.

- 5.8. <u>Authority of signature</u>: All applications, plans and other papers, documents and Plan that may be required by the <u>Developer</u> for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the <u>Developer</u> on behalf of the <u>Owners</u> and the <u>Developer</u> shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the <u>Developer</u>.
- 5.9. <u>Realization Of Sale Proceeds</u>: Upon sale of the apartments/units for <u>Developer</u>'s <u>allocation</u> only, the <u>Developer</u> shall be entitled to receive the entire sale proceeds in <u>its</u> name including earnest money, part payments, consideration, deposits and other amount from the Intending Purchaser/s and the <u>Developer</u> shall collect and deposit the Goods and Services Tax-(GST) (as <u>applicable</u>) against the sale proceeds to the office of the Government department and provide the valid receipts of the same to the <u>Owners</u>.
- 5.10. <u>Demolition of building</u>: The <u>Developer</u> herein shall demolish the existing structure, if any, at its own cost and the materials of the said demolished building shall be taken by the <u>Developer</u>.
- 5.11. The Developer herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

ARTICLE - V, CONSIDERATION

- 6.1. The Developer has agreed to build the said proposed building / unit at its own cost and expenses and Owners sha!! not be required to contribute any sums towards the construction of the said building or buildings on the said premises.
- 6.2. In consideration of the Owners having agreed to grant exclusive right for developing the said premises in addition to the Owner's allocation as herein provided, as mentioned herein.
- 6.3. Apart from the aforesaid consideration, which has already been made by the



ADDITIONAL REGISTRAR OF ASSURED TEST M KOLKATA 1 6 DEC 2028 **Developer** to the **Owners**, the **Developer** has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this **Development Agreement** and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows:

(a). Space allocation to the Owners.

(b). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.

(c). Cost, charge and expenses incurred for appointment of Engineer if any and

also sewerage, drainage and other connection.

- (d). Fees payable to Architect and the Engineers as also fees payable to the Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (e). Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.

(f). Cost of supervision of construction of the Owner's allocation of the said

premises.

6.4. The Owners having agreed to grant exclusive right for developing the said premises in term of these presents the Developer has agreed, undertaken to build the said building at its own cost and expenses and the Owners shall not be required to contribute any sum towards construction of the said building and or development of the land.

ARTICLE - VI, PROCEDURE

7.1. The Owners shall grant to the Developer one Registered Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of 24-Parganas (North) and other Govt. authorities.

ARTICLE - VII, DEALING OF SPACE IN THE BUILDING

8.1. The Developer shall on completion of the new building put the Owners in undisputed possession of the Owner's allocation together with all right of the common facilities and amenities as mentioned earlier.

8.2. The Owners shall be entitled to transfer or otherwise deal with Owner's allocation in the building and the Developer shall not in any way interfere or

disturb with peaceful possession of the Owner's Allocation.

8.3. 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 Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

ARTICLE - VIII, SPACE ALLOCATION

9.1. On completion of the proposed building the Owners agree to sign, execute and register at the cost of the Developer or Intending Purchaser all such agreements, documents, installments and writing as may be necessary and expedient for the purpose of transfer or sale of the Developer's Allocation.

ARTICLE - IX, POWER AND PROCEDURE

- 10.1. The Owners executing one Registered Power of Attorney in favour of the Developer including power of preparing and executing and signing and also presenting for registration of deed of conveyance for Developer's Allocation as follows:-
 - To construct the Multistoried Building upon the said property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned on our name by the appropriate authority or authorities and to sign on our behalf in the building plan and to file and obtain the same from said Authority or



ADDITIONAL REGISTRAR OF ASSUMATIONS IN KOLKATA 18 DEC 2023 authorities and to take all other necessary steps in the Rajarhat Bishnupur 1.

No. Gram Panchayet, in the District of 24-Parganas (North), West Bengal or any other Office or Offices.

To deal and correspond with the concerned Authorities in connection with or relating to the development of the said Property and in particular to do the following acts, deeds, matters and things including but not limited to:

(a) To apply for and obtain, sanction, revalidation with further alterations or

additions or modifications, as our said Attorney(s) may require;

(b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the land of the said Property;

- (c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue & Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on our behalf in connection with and other Concerned Authorities under any Statute as may be in force from time to time.
- 3. To appear and represent before the authorities of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of 24-Parganas (North), B.L.L.R.O, and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this Development Agreement for registration of flats.
- 4. To apply obtain electricity, Gas, water, Sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said **Developer** may think fit and proper.

5. To defend possession, manage and maintain the said premises including the building to be constructed thereon.

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6. To correspond with all concerned authorities. and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried on the land of the said Property and any other matters pertaining to the said Property.

7. To sign, verify and file application, forms, and building plans and for Multistoried Building, documents and papers in respect of the said premises before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.

 To amalgamate the said Property with any adjoining plot or plots for the purpose of development and to sign and execute all deeds and documents in this

behalf on our behalf.

9. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of our said Attorneys for the purpose of constructing the buildings on the land of the 'Said Property' and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of our said attorneys and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be



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necessary for getting the plans of the buildings sanctioned by the concerned authority and/or any other statutory authorities.

10. To appear and represent us before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said Property and to make such agreement(s) arrived at such arrangement as may be conducive to the development work and completing the same.

11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the Land from the date of the execution of the said Agreement onwards.

12. To sign transfer forms, documents and writings for transferring the Land in the records of Government or Panchayat authorities and other public authorities

and to do all other acts in connection therewith on our behalf.

13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority under the Urban Land (Ceiling and regulation) Act, 1976 and/or the permissions of any other statutory authority to be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all

applicable rules and regulations are strictly observed.

14. To invite tenders and offer for the purpose of construction of one or more building(s) or structure(s) on the land of the said Property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorney(s) may in its absolute discretion deem fit and proper and also to engage, appoint the contractors, Architect, labour, labour contractor (Rajmistri), Carpenter, Plumber etc and enter into the contract with such person(s) as our said Attorney may deem fit and proper to get all such building(s) or structure(s) duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of and/or construction on the land of the said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon and/or furnishing the Property therein as the said Attorney may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the Property to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the building(s) or structure(s) on the Land on such terms and conditions as our said Attorney(s) may in its absolute discretion deem fit and proper.

15. To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the land and/or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for suppliers of materials required in connection therewith, from time to time and to revoke their appointments and pay their remunerations/bills to be raised, time to time, including miscellaneous charges.

16. To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said land and/or any structure, building, or block, or any self contained flats or commercial spaces to be constructed on the said land and to execute Vakalatnamas or other necessary authorities in their favour from time to time and instruct them to initiate and/defend any proceedings before any judicial and quasi-judicial authority and/or any other statutory department and pay their remuneration/bills/fees including special fees and other charges to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.

17. To instruct the Advocate / Lawyer for preparing and / or drafting such



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agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above our said premises.

18. To appoint and engage Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in respect of the project to be constructed on the land of the said Property.

19. To enter upon the Land at any time, affix board, put the barbed wire fencing or construct a compound wall on the land of the said Property or any portion thereof as per demarcation thereof and to make all payments for getting the work

20. To represent before the public, local and/or private authorities in respect of the development of the said Property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or

development work and completing the same.

21. To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said Property.

22. To attend any Court of Law either Civil or Criminal and to represent in all Government Offices including BLLRO office on our behalf in connection with the construction of the proposed building upon the said properties mentioned in

Schedule below.

23. To sign all plaints, petition, application, forms, affidavit etc. and to file the same in any Court of Law or any other Office or Offices, if required.

24. In connection with or relating to the Land to take action against person or tenants, occupiers, etc. if any, in any court, to represent us in any Court of Law and to sign all applications, plaints, written statements, affidavits, review, appeal, petitions, on our behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the said Property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.

25. To make applications for obtaining certified copies of the proceedings in the Court, tribunal and other statutory authority whatsoever including Judgment, decree, Order, applications, pleadings, etc. and to receive the same on our behalf.

26. In the event any understanding or compromise reached between the parties, to negotiate and settle the terms of compromise and to sign and execute such

compromise deed etc. and to file the same in the courts.

27. In case the said Property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file or submit applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ petition, summons or other legal proceedings or motion and to appear and represent us in any court of justice including Tribunal and other statutory authority and before all magistrates, judges, judicial officers whatsoever as by the Attorney(s) shall be thought advisable and to commence and continue any such proceedings in any court of law and before any public officers or tribunals or other statutory authorities, as aforesaid, for receiving compensation, acquisition, requisition, reservation and/or relief for de-acquisition or derequisitioning or de-reservation or otherwise whatsoever.

28. To refer any dispute touching and arising out of the said Property and/or any structure, building, or block, or any self-contained flats or commercial spaces to



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be constructed on the said land to arbitration and also to take steps on our behalf and represent us before the arbitrator accordingly.

29. To appear in any suit, proceedings, motion, L.A. Office, I.T. Office etc. on our behalf and to file the statement or objection, Affidavit, Affidavit - in opposition etc. if required, in connection with the land mentioned in the Schedule herein below.

30. To call the tender, quotation etc. from the supplier for supply of cement, iron rod, sand, wood, iron grill etc.

31. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the Land and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.

32. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the land of the said Property that may be required for commencing the development work and to complete the same and for that to execute necessary documents including undertakings.

33. To empower on our behalf and in our name and to represent our interest before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any Act, Rules, Regulations or Bye-laws, for the time being in force, and also to appear before any public or Government officer or other Authorities whosoever and to execute the necessary documents in connection therewith.

34. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.

35. To make applications to the government or quasi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.

36. To manage and supervise the said Property and to take such of the steps as may be necessary to manage and supervise the said Property till the time of completion of its development.

37. To attend and to represent us before any Collector, Authorities or officers of Government of India or any other State or States, before all Revenue, Municipal, Public or other officers including those of Income-tax as and when occasion shall arise for any purpose connected with the said development work.

38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchasers on and for such price or consideration and upon such terms and conditions as our said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of only Developer's Allocation and to do all such necessary acts and things as may be necessary or proper in that behalf.

39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said Property and for that purpose to negotiate and execute agreement for sale with the prospective purchasers on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of only Developer's Allocation.

40. To book flats and to enter into all Agreements for sale or sales of flats which are to be constructed on the said properties mentioned in the Schedule below in respect of only Developer's Allocation.

41. To receive from the intending Purchaser or Purchasers any earnest money and / or advances and also the balance of purchase money on completion of such



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sale or sales and to give good and valid receipt for the same in respect of only **Developer's Allocation**.

42. To execute necessary Deeds of Conveyance in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named Developer on behalf of us and also to receive full and final consideration of the flats / shops / garages and / or car spaces and giving discharge the Intending Purchasers by issuing money receipts in its name in respect of only Developer's Allocation.

43. To attend along with us before any office of the Registrar and / or to execute and present for Registration and admit, Execution of any Agreement, Deed, Conveyance, Transfer, Assignment, Assurance Release, Indemnity or other instrument which is compulsory under the Registration Act and generally to do all

things necessary or expedient for Registration.

44. To ask for, demand, recover, receive and collect all money due and payable in connection with the said proposed building from the intending purchaser / purchasers or any other person or persons in connection with the said building or construction and to settle, compromise and compound any debt or claim whatsoever.

45. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our

said premises or any or portion thereof.

46. For all or any of the purposes herein before stated and to appear and represent our before all concerned authorities having Jurisdiction over the said premises as per the condition mentioned in the development agreement.

47. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which we could have done for

the completion of the said development work.

48. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the said Property and construction thereon and sale of the Units, including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.

49. To execute Deed of Rectification, Declaration and register the same before

any concerned registration offices in connection with said properties.

50. To apply for No Objection Certificate or necessary permissions from the Panchayat / Municipal authority for occupying the building and to do all acts

deeds or things for the said purpose.

- 51. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as our Attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in his or their place and we hereby agree at all times to ratify and confirm whatever our Attorney(s) or any such substitutes or substitute shall lawfully do or cause to be done in or about the said Property and the development of the same.
- 52. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time.
 53. And to do all such acts, things, deeds which are necessary for the aforesaid
- 54. To all acts and things in contemplation of and in achievement of the objects and purposes contained in the said Development Agreement which are otherwise mentioned hereinabove.
- **55. AND we HEREBY** agree to ratify and confirm whatsoever **our** said Attorneys shall do in the premises by virtue of these presents **AND we HEREBY DECLARE** that **we** have not done anything inconsistent with this Power of Attorney.
- 56. AND we DO HEREBY agree to ratify and confirm whatsoever all acts,



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deeds and things lawfully and bonafide done by **our** said Attorney which shall be construed as **our** acts, deeds and things done by **them** to all intents and purpose notwithstanding the facts that no special power in that behalf is contained in these presents.

ARTICLE - X, NEW BUILDING

- 11.1. Construction cost: The Developer shall at its own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time.
- 11.2. Installation of common amenities: The Developer shall install, erect in the building at Developer's own cost expanses electrification, permanent electric connection from the C.E.S.C / W.B.S.E.B., 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 the flats / shops / garages and / or car spaces therein Ownership basis and as may be mutually agreed upon.
- 11.3. Fees payable to Architect: All cost, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context.
- 11.4. Municipal / Panchayat and other Taxes: The Owners shall pay and clear up all the arrears on account of Panchayat taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the Owners shall not pay any taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the Developer from the date of execution of these presents till the date of handing over Owner's allocation.

ARTICLE - XI, COMMON FACILITIES

12.1. The Developer shall pay and bear all property, taxes and other dues and outgoing in respect of the said premises according to dues as and from the date of execution of this agreement.

12.2. After completion of this project or after receiving respective allocation the Owner and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

12.3. As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall pay to the Developer the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, if any, water, fire and damaging charges and taxes, light, sanction and maintenance, occasional 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 and other common facilities whatsoever agreed upon or may be mutually agreed from time to time.

12.4. The Owners shall not do any act, deed or things whereby the Developer may be prevented from construction and completion of the said building. The time factor will be countable regarding any unforeseen reason beyond the control of the Developer.

ARTICLE - XII, COMMON RESTRICTION

The **Owners** hereby agree and covenant with the **Developer** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following:-



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1 6 DEC 2023

13.1. No illegal & immoral act: Neither party shall use or permit to be used the obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any purpose or barred to the other party of the party of the other party of the oth

may cause any nuisance or hazard to the other occupiers of the building.

13.2. No breach of Laws and byelaws: 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 or violation and / or breach of any of the said laws byelaws and regulation.

13.3. Maintain of self unit: 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.

13.4. Maintenance of cleanliness of building: Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other

portion or portions of the building.

ARTICLE - XIII, OWNER'S OBLIGATION

14.1. <u>No interference</u>: The Owner hereby covenants with Developer not to cause any interference or hindrance in the construction of the building at the said premises by the Developer.

14.2. Owner covenant with Developer: The Owners hereby agree and covenant with Developer 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 allocation in the building at the said premises.

14.3. <u>Vesting of interest during Construction</u>: The Owners hereby agree and covenant with the <u>Developer</u> not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof in respect of <u>Developer's allocation</u>.

- 14.4. Owner's Co-operation: The Owners shall permit the Developer and its servants and agent with or without workmen and others at all reasonable times to enter into and upon the Owner's Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and / or for the purpose of putting down maintaining, repairing and testing drains, gas and water pipe and electric wire and for any similar purpose.
- 14.5. <u>Maintenance and miscellaneous fund</u>: The Owners shall pay the amount for Maintenance, transformer installation charges, personal Electric Meter installation charges, Generator charges and other common and extra facilities which have been provided by the Developer for Owner's Allocation. The amount in this regard calculated by the Developer should be paid by the Owners to the Developer Company before the receiving possession of the Owner's Allocation.

ARTICLE - XIV, DEVELOPER'S OBLIGATION

- 15.1. Time period of handing over the Possession: The Developer hereby agrees and covenants with the Owners to complete the construction of the building within 36 (Thirty Six) months from the date of starting construction. This period can be extended for a further period of 6 (Six) months subject to FORCE MAJEURE reasons.
- 15.2. <u>Developer covenants with Owners</u>: The <u>Developer</u> hereby agrees and covenants with the <u>Owners</u> not to do any act, deed or thing whereby the <u>Owners</u> are prevented from enjoying selling, assigning and / or disposing of any <u>Owner's Allocation</u> in the building at the said premises vice versa.

15.3. <u>Tax of Developer's allocation</u>: The Owners shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building.

ARTICLE - XV, OWNER'S INDEMNITY

16.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without interference or disturbances.



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ARTICLE - XVI, DEVELOPER'S INDEMNITY

17.1. The Developer hereby undertakes that the Owners shall enjoy their allocated space without interference or disturbances.

ARTICLE - XVII, MISCELLANEOUS

18.1. Fixing of Hording & banner: Immediately upon the Developer obtaining vacant possessions of the premises for the development, shall fix hoardings and banners and be entitled to start construction if laws of the land so permit after

obtaining sanction of the building plan from the competent authority.

18.2. Supplementary deeds and documents: 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 Owners and various applications and other documents may be required to be signed or made by the Owners for which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such legal act, deed, matters and things as and when required and the Owners shall execute any such additional Power of Attorney and / or authorization as may be required by the Developer for all such purposes and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or against the spirit of these presents.

18.3. Name of the Building: The name of the building shall be given by the Developer in due course. The Owners / or the Flat Owners and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

18.4. Association of building: The Developer and the Owners shall mutually frame scheme for the management and the administration of the said building and /

or common parts thereof after the completion of the said building.

18.5. Electric meter and Security deposit: The installation of electric meters charges of the entire project (including Owner's Allocation) shall be borne by the Owners and further more shall pay Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only) to the Developer for installation of Transformer and Purchaser/s shall also pay Rs. 24,000/- in respect of each Flat as security deposit to the

18.6. The Owners and the Developer have entered into this Agreement purely as

a Joint Venture between the parties hereto.

- 18.7. the Developer shall be entitled to borrow money for construction of the proposed Multistoried Building from any Bank of Financial Institutions without creating any financial liability of the Owners or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owner or any of his estate shall be responsible and / or made liable for payment of any dues if payable, by the Developer to such Banks and for that purpose.
- 18.8. Common Agreement / Deed : The Advocate for the project namely Mr. Swapnadip Das shall prepare a common Agreement For Sale and common Deed of Conveyance for all the prospective purchaser(s) in respect of entire project property.
- 18.9. Common Maintenance: The Owners, for Owner's Allocation, shall pay the maintenance charges from the date of receiving Owner's allocation in respect of respective flats/units to the Developer until the formation of the Owner's Association in the said multi-storied building project. The Developer or Owners shall not issue any possession letter before final registration of Flat/Unit in favour of the Purchaser/s.

18.10. The Developer herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

ARTICLE - XVIII, FORCE MAJEURE 19.1. In the event of any delay suffered by the Developer in performance of its obligations herein due to Force Majure or for reasons beyond the control of the Developer and in that event the time for construction of the building shall stand



ADDITIONAL REGISTRAR OF ASSILEUTES TO THE TOTAL WATER suitably extended.

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19.2. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including by contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, amendment in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control of the Developer.

ARTICLE - XIX, INDEMIFICATION

20. That the Owners in addition to all relevant documents relating to right, title and interest shall also provide a declaration supported by an affidavit that all the documents provided by the Owners to the Developer are true in nature and the representations by made by virtue of such are of true accounts born out of real knowledge of facts that have been submitted to Developer for the purpose of this said development multi-storied building project and have the full right and absolute authority to sign and execute all documents of every nature in the capacity of the Owners and the Owners have not agreed, committed or contracted or entered into any agreement for sale or lease of the said project property/land or any part thereof with/to any person or persons other than the Developer and that no mortgage, charge or any other encumbrances of any kind or nature on the said project property has / have been created on the said project property and the Developer have not done any act, deed, matter or thing whereby or by reason whereof, by which the development of the said project property/land may be prevented or be affected in any manner whatsoever and if there be any such breach from the side of the Owners in this regard, the Owners shall indemnify and keep indemnified the Developer against all losses, damages, costs, charges, expenses that will be incurred or suffered by the Developer on account of or arising out any such breach of any of these terms or any law, rules or regulations thereof

ARTICLE - XX, JURISDICTION

21.1. The Jurisdictional Court shall have the Jurisdiction to entertain and determine all action suits and proceeding arising out of these presents between the parties hereto.

22.1. The Developer has every right to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats in the said building to be constructed. The Stamp Duty and Registration charges and all formalities in connection therewith will be paid and borne by the Intending Purchaser and the Owners shall have no responsibility whatsoever in respect thereof. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expense shall be borne exclusively and paid by the Intending Purchaser, its nominee or nominees and / or prospective buyers.

21.2. The Parties shall attempt to settle any 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 instant Development Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996 as amended time to time till date and the Arbitrator to be appointed by the Developer. The process of litigation shall only be preferred by the Developer or the Owner if the final award as awarded by the arbitrator be alleged to be vexatious and arbitory.



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21.3. That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the Developer on the plot of land mentioned in Schedule 'A' shall be prepared by Mr. Swapnadip Das, Advocate having his Office at no. 6. Old Post Office Street, ground floor, Room no. 56, Kolkata - 700001 appointed Advocate for this entire project and the registration charges and all other expenses should be deposited by the Purchaser / Purchasers to the said Advocate.

21.4. Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or the Memorandum of any term or condition herein contained and/or relating to interpretation thereof shall be referred to proper court of law having jurisdiction over

the place of issue.

ARTICLE - XXII, DEFAULTS & CONSEQUENCES

If the Developer fails to complete the project due to any defect arising from the part of the Owners or any defect subsequently found in respect of the land then the Owners return the investment of the Developer along with interest @ 12% per annum within 3 (Three) months from the date of Notice issued by the Developer concern.

THE SCHEDULE " A " BOVE REFERRED TO

ALL THAT piece or parcel of Bagan land containing by estimation an area of 16 (Sixteen) Satak be the same a little more or less including all easement rights and appurtenances thereto lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat , comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 805, 299/1, 169/1, 631/1 & 318/1, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal and butted and bounded in the manner follows:

ON THE NORTH

: Property of Gopal Mondal

ON THE SOUTH

: Property of Kiran Karmakar & Ors

ON THE EAST

: Property of Bimal Mukherjee and Rajarhat Siksha Niketan

Vidyalaya

ON THE WEST

: Common Passage

THE SCHEDULE " B " ABOVE REFERRED TO

ALL THAT piece or parcel of Bagan land containing by estimation an area of 4 (Four) Satak be the same a little more or less including all easement rights and appurtenances thereto lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat , comprised in R.S./L.R. Dag No. 586 under R.S. Khatian No. 349, L.R. Kri Khatian no. 826/1, L.R. Khatian No. 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal and butted and bounded in the manner follows:

ON THE NORTH

: Property of Gopal Mondal

ON THE SOUTH

: Property of Kiran Karmakar & Ors

ON THE EAST

: Property of Bimal Mukherjee and Rajarhat Siksha Niketan

Vidyalava

ON THE WEST

: Common Passage

THE SCHEDULE " C " ABOVE REFERRED TO

ALL THAT piece or parcel of Bagan land containing by estimation an area of 3 (Three) Satak be the same a little more or less including all easement rights and appurtenances thereto lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat , comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 858/1, 450/1, 446/1, L.R. Khatian no. 1611, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee),



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A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal and butted and bounded in the manner follows:

ON THE NORTH

: Property of Gopal Mondal

ON THE SOUTH

: Property of Kiran Karmakar & Ors

ON THE EAST

: Property of Bimal Mukherjee and Rajarhat Siksha Niketan

Vidyalaya

ON THE WEST

: Common Passage

THE SCHEDULE " D " BOVE REFERRED TO

ALL THAT piece or parcel of Bagan land containing by estimation an area of 18.324 (Eighteen point Three Two Four) Satak be the same a little more or less including all easement rights and appurtenances thereto lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat , comprised in R.S./L.R. Dag No. 586 under R.S. Khatian No. 349, L.R. Khatian no. 473, 30, 148, 800, 634, 637, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code – 700135, in the District - North 24 - Parganas, West Bengal and butted and bounded in the manner follows:

ON THE NORTH

: Dag no. 585

ON THE SOUTH

: Dag no. 598

ON THE EAST

: Dag no. 586 (p)

ON THE WEST

: Dag no. 600

THE SCHEDULE " E " ABOVE REFERRED TO

(Total Land of Sutapa Mukherjee and Shrabani Mukherjee)

ALL THAT piece and parcel of a Bagan land measuring 41 (Forty One) Decimal be the same a little more or less out of 49 Decimal of land, lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Togzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 805, 299/1, 169/1, 631/1 & 318/1, 826/1, 858/1, 450/1, 446/1, 30, 148, 800, 634, 637, L.R. Khatian nos. 1611 and 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), new L.R. Khatian No. 5462 (in the name of Sutapa Mukherjee), new L.R. Khatian No. 5463 (in the name of Shrabani Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135, in the District - North 24 - Parganas, West Bengal being butted and bounded by:

ON THE NORTH

: R.S. / L.R. Dag Nos. 585

ON THE SOUTH

: R.S. / L.R. Dag Nos. 586 (p)

ON THE EAST

: Property of Rajarhat Siksha Niketan

ON THE WEST : R.S. / L.R. Dag Nos. 600

THE SCHEDULE " F " ABOVE REFERRED TO

(Said Property/Total Land)

[Subject Matter of Development]

ALL THAT piece and parcel of a Bagan land measuring 20 (Twenty) Decimal be the same a little more or less (10 Decimal of Sutapa Mukherjee and 10 Decimal of Shrabani Mukherjee) out of 41 (Forty One) Decimal be the same a little more or less, lying and situate at Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 586 under R.S. Khatian Nos. 349, 805, 299/1, 169/1, 631/1 & 318/1, 826/1, 858/1, 450/1, 446/1, 30, 148, 800, 634, 637, L.R. Khatian nos. 1611 and 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), new L.R. Khatian No. 5463 (in the name of Shrabani Mukherjee), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code -



OF ASSURED TO LEATA

700135, in the District - North 24 - Parganas, West Bengal, being butted and bounded by:

ON THE NORTH

: R.S. / L.R. Dag Nos. 586 (p)

ON THE SOUTH : R.S. / L.R. Dag Nos. 597 & 598 : R.S. / L.R. Dag Nos. 586 (p) & 589

ON THE EAST ON THE WEST

: R.S. / L.R. Dag Nos. 600

It is clearly stated herein that there are no road around those plots of land.

SCHEDULE "G" ABOVE REFERRED TO

(Owner's Allocation)

The Owners will get as following :-

a. A sum of Rs. 10,00,000/- (Rupees Ten Lacs) only will be paid by the Developer to the Owners as refundable.

- b. 30% of the total salable area from the proposed building which will be constructed on the Schedule "F" property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid Schedule "F" property save and except the Developer's Allocation more fully described in the Schedule "H" hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof.
- c. Apart from the Owner's allocation mentioned in Schedule 'G' hereof, the Owners are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in Schedule 'I' & Schedule 'J' hereof.
- d. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph 2.11(a & b) and also Common facilities morefully mentioned in Schedule 'I' & Schedule 'J' respectively here of Agreement written hereunder would be the full and final consideration of the Owners.

THE SCHEDULE "H" ABOVE REFERRED TO (Developer's Allocation)

ALL THAT the remaining 70% of the salable area on the Schedule "F" property hereinabove as per proposed valid sanction together with undivided importable proportionate share or interest over the aforesaid Schedule "F" property save and except the Owner's Allocation more fully described in the Schedule "G" hereinabove along with right of egress and ingress over the main entrance gate and all other common rights in the landings; lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof.

THE SCHEDULE "I" ABOVE REFERRED TO (Common Facilities)

- Staircase on all floors.
- 2. Staircase landing and lift landings on all floors and roof of the top floor.
- 3. Common passage on the ground floor.
- 4. Water pump, water tank (overhead and underground) water pipes and other common plumbing installation.
- Drainage and sewerage.
- 6. Pump house.
- Electrical wiring, meters and fittings.
- Boundary walls and main gates.
- 9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.



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OF ASSURE, 150 JU, KOLKATA
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THE SCHEDULE "J" ABOVE REFERRED TO (Specification of the work)

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flash door.
4	Windows	Aluminium windows.
5	Living / Dining	Flooring – Marbel / Vitrified Tiles.
6	Bedrooms	Flooring - Marbel / Vitrified Tiles.
7	Kitchen	Flooring – Anti Skid Tiles. Counter – Black Stone / Granite Platform with Stainless Steel Sink & Tiles upto 2 feet height above counter.
8	Toilets	Flooring – Anti Skid Tiles. Wall Tiles – Tiles upto 6 feet/Door helght. Sanitary wares – White branded fittings CP fittings – Superior quality fittings – ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be Plaster of Paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

Extra Work: Any extra works other than the standard schedule shall be charged extra as decided by the **Developer** and such amount shall be deposited before execution of such works to the **Developer**. Nobody has the right to do any extra work by their own labour all extra work will be done through the **Developer**.





ADDITIONAL REGISTRAR

OF ASSURA, CES IV, KOLKATA

1 6 DEC 2023

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

SIGNED SEALED AND DELIVERED By the parties at KOLKATA In presence of :

WITNESSES:

1. Reisesh Kumar Ganel Stelate Racheshyam Gand 6.01d Post Office St. Kol-1

2. Armas Mukkayer 510-Pareimal Mukhayer Bhatenda Rajarhat 601-135

Sutata Mukhanlee

Shrabani Mulkher gee

Signature of the Owners.

Sweet Hut Infrostructure (P) Ltd.

Director

Signature of the Developer.

Read over, Explained, Drafted
& Prepared By me as per
documents and information
supplied to me:-

Sri.Swapnadip Das,
- Advocate.

6, Old Post Office Street, Gr. Floor, Room No. 56 Kolkata - 700 001 ■9830168651■

全(033) 22481990全

E.Mail :swapnadip_das@ yahoo.com Enrolment no. WB/1782/02



ADDITIONAL REGISTRAR OF ASSURAL DES IV. KOLKATA 1 6 DEC 2023

Memo of consideration

RECEIVED with thanks of and from the within named **Developer** a sum of Rs. 10,00,000/- (Rupees Ten Lacs) only as refundable consideration with good health and sound mind and put our signature on this **Development Agreement** without any provocation of any person and/or without any pressure raised by any person as per Memo below:-

SI. no.	Dated	Mode of Payment	Amount
1.	04.03.22	Cheque no. 000344 (HOFO)	10,00,000/
2.			1 W 12 E-200
3.			
4.			
5.			

Total: Rs. 10,00,000/-(Rupees Ten Lacs) only.

WITNESSES:

1. Rasiel Kumer Gand

2 Agmas Mulchayer

Sutapa Multhenles

Signature of the Owners.



ADDITIONAL REGISTRAR OF ASSURANCES IV, KOLKATA 1 6 DEC 2028

SPECIMEN FORM FOR THE FINGERPRINRTS



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
ro Fe	LEFT HAND				0	
A. K.		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
SULAPA	RIGHT HAND			0		



		LITTLE FINGER	FINGER	MIDDLE	FORE FINGER	тнимв
· parties	LEFT HAND	0			0	
11 Makhert		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Strabani	RIGHT HAND	***				



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
Gampi	LEFT HAND	0				
Car		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
B	RIGHT HAND	VII.		(1)		



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

1 6 DEC 2023

5

SITE PLAN OF PART OF R.S.& L.R. DAG NO. - 586, AT MOUZA - BHATENDA, J.L.NO. - 28, R.S NO - 50, L.R. KHATIAN NO. - 5462,5463, TOUZI NO. - 2998, P.S. - RAJARHAT, DIST. - NORTH 24 PARGANAS, UNDER RAJARHAT - BISHNUPUR 1 NO. GRAM PANCHAYET.

SCALE - 1" = 30'-0".

DEVELOPER - SWEET HUT INFRASTRUCTURE PVT. LTD.

OWNERS - 1. SMT. SUTAPA MUKHERJEE. 2. SMT. SHRABANI MUKHERJEE



COLOUR	REFERENCE	AREA			
OCLOOM	KETEKENGE	DEC	1		Г
	R.S.& L.R. DAG NO 586 (P)	20			

MORE OR LESS

Shrabani mukherjee.
SIGNATURE OF OWNERS

For Sweet Hut Infrastructure (P) Ltd.
Anders Barry

Director

SIGNATURE OF DEVELOPER

COPIED BY M. BISWAS, SURVEYER RAJARHAT.

NOT TO FILD



N

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA 1 6 DEC 2023

Major Information of the Deed

Deed No :	I-1904-17893/2023	Date of Registration	16/12/2023			
Query No / Year 1904-2002996905/2023		Office where deed is registered				
Query Date	05/12/2023 10:16:31 PM	A.R.A IV KOLKATA, I	District: Kolkata			
Applicant Name, Address & Other Details	Swapnadip Das 6, Old Post Office Street, Thana : 700001, Mobile No. : 983016865	: Hare Street, District : Kolkata, WEST BENGAL, PIN - 51, Status :Advocate				
Transaction		Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immo Property, Declaration [No of Declaration : 2 [4311] Other than Immovable Property, Re [Rs : 10,00,000/-]				
Set Forth value		Market Value				
		Rs. 1,35,00,000/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 20,071/- (Article:48(g))	v	Rs. 10,112/- (Article:E, E, E,)				
Remarks			VW-1-00			

Land Details:

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code: 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	DOMESTIC TO STATE OF THE STATE	Market Value (In Rs.)	Other Details
	LR-586 (RS :-)	LR-5462	Bastu	Bagan	10 Dec		10350013089857	Property is on Road Adjacent to Metal Road,
1000	LR-586 (RS)	LR-5463	Bastu	Bagan	10 Dec		67,50,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			20Dec	0 /-	135,00,000 /-	
	Grand	Total:			20Dec	0 /-	135,00,000 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger p	rint and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Mrs SUTAPA MUKHERJEE Wife of Late BIMAL MUKHERJEE Executed by: Self, Date of Execution: 16/12/2023 , Admitted by: Self, Date of Admission: 16/12/2023 ,Place : Office		Captured	Site for Milherian
		16/13/2023	16/12/2623	18/12/2023

,BHATENDA SCHOOL ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AExxxxxx2A, Aadhaar No: 48xxxxxxxx6393, Status: Individual, Executed by: Self, Date of Execution: 16/12/2023

, Admitted by: Self, Date of Admission: 16/12/2023 ,Place: Office

2	Name	Photo	Finger Print	Signature
	Mrs SHRABANI MUKHERJEE Wife of MANOTOSH TAPPO Executed by: Self, Date of Execution: 16/12/2023 , Admitted by: Self, Date of Admission: 16/12/2023 ,Place : Office		Captured	of the adaptive property desired
	100000000	15/12/2023	16/12/2023	16/12/2023

,BHATENDA SCHOOL ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AQxxxxxx2P, Aadhaar No: 29xxxxxxx4153, Status: Individual, Executed by: Self, Date of Execution: 16/12/2023

, Admitted by: Self, Date of Admission: 16/12/2023 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	SWEET HUT INFRASTRUCTURE PRIVATE LIMITED "SYNTHESIS BUSINESS PARK,7TH FLOOR,ROOM NO.12,NEW TOWN, Block/Sector: A, City:- Not Specified, P.O:- NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, PAN No.:: AAxxxxxx4L,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature			
	Mr ARINDAM BANERJEE (Presentant) Son of Late ALOK BANERJEE Date of Execution = 16/12/2023, , Admitted by: Self, Date of Admission: 16/12/2023, Place of Admission of Execution: Office		Captured				
		Dec 16 2023 11:44AM	LTI 18/12/2023	16/12/2023			
	SIDDHA PINES,RAJARHAT GOPALPUR, City:- Not Specified, P.O:- RAJARHAT GOPALPUR, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxxx4F,Aadhaar No Not Provided by UIDAI						

Name	Photo	Finger Print	Signature
Mr SWAPNADIP DAS Son of Late D DAS 6,Old Post Office Street,Ground Floor,Room No.56, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001		Captured	Swapmain our
	16/12/2023	16/12/2023	16/12/2023

Transf	er of property for L	1
SI.No	From	To. with area (Name-Area)
1	Mrs SUTAPA MUKHERJEE	SWEET HUT INFRASTRUCTURE PRIVATE LIMITED-10 Dec
Trans	fer of property for L	2
SI.No	From	To. with area (Name-Area)
1	Mrs SHRABANI MUKHERJEE	SWEET HUT INFRASTRUCTURE PRIVATE LIMITED-10 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code: 700135

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1 LR Plot No:- 586, LR Khatian No:- 5462		Owner:কুল কুনরী, Gurdian:ফিল ফুন্মী, Address:দিল , Classification:কাদ, Area:0.20000000 Acre,	Mrs SUTAPA MUKHERJEE
L2	LR Plot No:- 586, LR Khatian No:- 5463	Owner:রাকী মুগারী, Gurdian:জিল মুগারী, Address:জিজ , Classification:বাসান, Area:0.21000000 Acre,	Mrs SHRABANI MUKHERJEE

Endorsement For Deed Number: I - 190417893 / 2023

On 16-12-2023

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

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

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

Presented for registration at 11:01 hrs on 16-12-2023, at the Office of the A.R.A. - IV KOLKATA by Mr ARINDAM BANERJEE ...

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,35,00,000/-

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

Execution is admitted on 16/12/2023 by 1. Mrs SUTAPA MUKHERJEE, Wife of Late BIMAL MUKHERJEE, BHATENDA SCHOOL ROAD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife, 2. Mrs SHRABANI MUKHERJEE, Wife of MANOTOSH TAPPO, BHATENDA SCHOOL ROAD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife

Indetified by Mr SWAPNADIP DAS, . . Son of Late D DAS, 6,Old Post Office Street, Ground Floor, Room No.56, P.O: G P O, Thana: Hare Street, . Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 16-12-2023 by Mr ARINDAM BANERJEE.

Indetified by Mr SWAPNADIP DAS, . . Son of Late D DAS, 6,Old Post Office Street, Ground Floor, Room No.56, P.O. G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,112.00/- (B = Rs 10,000.00/- ,E = Rs 28.00/- ,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 10.028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2023 12:02PM with Govt. Ref. No: 192023240317644128 on 15-12-2023, Amount Rs: 10,028/-, Bank: SBI EPay (SBIePay), Ref. No. 8219498485213 on 15-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 20,061/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 82670, Amount: Rs.10.00/-, Date of Purchase: 23/09/2023, Vendor name: SIPRA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2023 12:02PM with Govt. Ref. No: 192023240317644128 on 15-12-2023, Amount Rs: 20,061/-, Bank: SBI EPay (SBIePay), Ref. No. 8219498485213 on 15-12-2023, Head of Account 0030-02-103-003-02

mm

Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 73775 to 73814 being No 190417893 for the year 2023.



Mr. TO

Digitally signed by MOHUL MUKHOPADHYAY Date: 2024.01.25 12:43:40 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 25/01/2024 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.