

19/12/2024

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Noted that the Document is submitted to registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this document.

19 DEC 2024

Additional Registrar
of Assurances-II Kolkata

DEVELOPMENT AGREEMENT

ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

1. Date : 19/12/2024.
2. Place : Kolkata
3. Parties :
 - 3.1 MIHIR NASKAR @ MIHIR KUMAR NASKAR [PAN : ADMPN4995L] [AADHAAR NO. 771739532484] [DOB. 23.03.1970] [MOBILE NO. 8617219592], son of Late Anil

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ADD.
RE.
29 OCT 2024
SURANJAN MUKHERJEE
Lawyer
243, K. S. Road, K. H. I.

Pinaki Chattopadhyay
Advocate
Judge's Court Barasat

29 OCT 2024

29 OCT 2024

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REGISTRAR
OF ASSURANCE - II, KOLKATA

19 DEC 2024

Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at M.B. 283, Mahishbathan, Bidhannagar (m), P.O. Milan Bazar, P.S. East Bidhannagar, Kolkata - 700102, District North 24 Parganas, West Bengal. Hereinafter called and referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

AND

3.2

ANU CONSTRUCTION [PAN : ACFFA0350G], [DATE OF INCORPORATION/FORMATION : 13.12.2023], a Partnership Firm, having its office address Flat No. 5, Block-Nilachal, Jagannath Abasan, AE-56, Hana Para, Krishnapur, P.O. Milan Bazar, P.S. Baguiati, Kolkata - 700102, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SHYAM SUNDAR BAIRAGI [PAN : ASRPB3054G], [AADHAAR NO. 760935502009], [D.O.B. : 14.02.1970] & [MOBILE NO. 9830322761]**, son of Late Krishna Pada Bairagi, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 5, Block-Nilachal, Jagannath Abasan, AE-56, Hana Para, Krishnapur, P.O. Milan Bazar, P.S. Baguiati, Kolkata - 700102, District North 24 Parganas, West Bengal & (2) **SHYAMAL HALDER [PAN. AEXPH1622N], [AADHAAR NO. 607574644119], [D.O.B. : 06.10.1965] & [MOBILE NO. 9830956860]**, son of Late Ananta Halder, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Gouranga Nagar, Jyotinagar, Aswininagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal. Hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

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NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. Subject Matter of Development :

4.1 Development Project & Appurtenances :

4.1.1 Project/Schedule Property : ALL THAT piece and parcel of a demarcated plot of Bastu boundaried land measuring **04 (Four) cottah 11 (Eleven) chittack 39 (Thirty Nine) sq.ft.** be the same a little more or less Together With cement flooring residential Tiles Shed measuring **100 (One Hundred) sq.ft.** be the same a little more or less out of **11 (Eleven) Decimals** more or less, lying and situated at **Mouza - Mahisbathan**, J.L. No. 18, Touzi No. 10, P.S. Bidhannagar East (previously Rajarhat), comprised in C.S. Dag No. 297, **R.S./L.R. Dag No. 299**, under C.S. Khatian No. 76, R.S. Khatian No. 78, L.R. Khatian No. 13/1 corresponding to **L.R. Khatian No. 270/2**, A.D.S.R.O. Bidhan Nagar, Salt Lake City, within the local limit of Bidhannagar Municipal Corporation, in Ward No. 28, in the District North 24 Parganas, Pin 700102, in the State of West Bengal, more fully described in the First Schedule hereinafter written.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :

5.1 Representations and Warranties Regarding Title : The Landowner has made the following representations and given the following warranties to the Developer regarding title.

5.1.1 CHAIN OF TITLE REGARDING ABSOLUTE OF THE LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, IS AS FOLLOWS :

5.1.1.1 Absolute Ownership of Anil Kumar Naskar : One Anil Kumar Naskar, son of Late Tarak Chandra Naskar was the absolute owner of land measuring **33 (Thirty Three) Decimals** more or less in in C.S. Dag No. 297, R.S./L.R. Dag No. 299, under C.S. Khatian No. 76, R.S. Khatian No. 78, L.R. Khatian No. 13/1, lying and situated at Mouza - Mahisbathan, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

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5.1.1.2 **Sale by Anil Kumar Naskar** : While in absolute possession, the said Anil Kumar Naskar sold, transferred and conveyed land measuring 11 (Eleven) Decimals more or less out of his possession i.e 33 (Thirty Three) Decimals more or less in C.S. Dag No. 297, R.S./L.R. Dag No. 299, under C.S. KHatian No. 76, R.S. KHatian No. 78, L.R. KHatian No. 13/1, lying and situated at Mouza - Mahisbathan, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Mihir Naskar @ Mihir Kumar Naskar, by the strength of a Registered Deed of Conveyance, which was registered on 02.03.1990, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 31, Pages 93 to 100, being Deed No. 1462 for the year 1990.

5.1.1.3 **Record by Mihir Naskar @ Mihir Kumar Naskar** : After purchasing the aforesaid land, the said Mihir Naskar @ Mihir Kumar Naskar recorded his name in the L.R. Settlement, in L.R. KHatian No. 270/2, in respect of the aforesaid land.

5.1.1.4 **Absolute Ownership of Mihir Naskar @ Mihir Kumar Naskar** : Thus on the basis of the aforesaid deed, being Deed No. 1462 for the year 1990, the said Mihir Naskar @ Mihir Kumar Naskar has become the absolute owner of Bastu land measuring 11 (Eleven) Decimals be the same a little more or less Together With cement flooring residential Tiles Shed measuring 100 (One Hundred) sq.ft. be the same a little more or less, lying and situated at Mouza - Mahisbathan, J.L. No. 18, Touzi No. 10, P.S. Bidhannagar East (previously Rajarhat), comprised in C.S. Dag No. 297, R.S./L.R. Dag No. 299, under C.S. KHatian No. 76, R.S. KHatian No. 78, L.R. KHatian No. 13/1 corresponding to L.R. KHatian No. 270/2, A.D.S.R.O. Bidhan Nagar, Salt Lake City, within the local limit of Bidhannagar Municipal Corporation, in Ward No. 28, in the District North 24 Parganas, Pin 700102, in the State of West Bengal.

6. **DESIRE OF DEVELOPMENT OF LAND & ACCEPTANCE AND DEVELOPMENT POWER OF ATTORNEY :**

6.1 **Desire of Development of the Land & Acceptance** : The said Mihir Naskar @ Mihir Kumar Naskar, Landowner herein, has expressed his desire to

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develop a plot of **ALL THAT** piece and parcel of a demarcated plot of Bastu boundaried land measuring 04 (Four) cottah 11 (Eleven) chittack 39 (Thirty Nine) sq.ft. be the same a little more or less Together With cement flooring residential Tiles Shed measuring 100 (One Hundred) sq.ft. be the same a little more or less out of 11 (Eleven) Decimals more or less, lying and situated at **Mouza - Mahisbathan**, J.L. No. 18, Touzi No. 10, P.S. Bidhannagar East (previously Rajarhat), comprised in C.S. Dag No. 297, **R.S./L.R. Dag No. 299**, under C.S. Khatian No. 76, R.S. Khatian No. 78, L.R. Khatian No. 13/1 corresponding to **L.R. Khatian No. 270/2**, A.D.S.R.O. Bidhan Nagar, Salt Lake City, within the local limit of Bidhannagar Municipal Corporation, in Ward No. 28, in the District North 24 Parganas, Pin 700102, in the State of West Bengal, by constructing a multi storied building thereon and the present Developer accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 **Registered Development Power of Attorney :** For the smooth running of the said project, the said Landowner herein has agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowner herein has appointed and nominated the the Developer herein, as her Constituted Attorney, to act on behalf of the Landowner.

7. **DEFINITION :**

7.1 **Building :** Shall mean multi storied building so to be constructed on the schedule/project property.

7.1.1 **Common Facilities & Amenities :** Shall mean entrance of the building, roof of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

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- 7.1.2 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit/flat/shop/car parking space for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowner's Allocation** : Shall mean the consideration in the form and nature of Landowner's Allocation against the project by the Landowner more fully described in Second Schedule hereunder written Together With proportionate share in the land and the proposed building and together with proportionate share in common facilities and amenities.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Bidhannagar Municipal Corporation for construction of the building, including its modification and amenities and alterations. After obtaining the plan, the developer shall provide a copy to the landowner.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common



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partition wall between two units plus cent percent area covered by the individual wall for the said unit.

7.1.9 **Total Covered Area** : Here total covered area means, built up/locakable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area [25%].

8. **LANDOWNER'S RIGHT & REPRESENTATION :**

8.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

8.1.1 **Free From Encumbrance** : The Landowner also indemnifies that the schedule/project property is free from all encumbrances and the Landowner has marketable title in respect of the said premises being project property.

9. **DEVELOPER/PROMOTER'S RIGHTS :**

9.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement absolutely at their own risk and liability without making the Landowner liable in any manner whatsoever.

9.1.1 **Right of Construction** : The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule/project property.

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- 9.1.2 **Construction Cost** : The Developer shall carry total construction work and obtain Completion Certificate of the present building at their own costs and expenses. No liability on account of construction cost and completion certificate will be charged from Landowner's Allocation.
- 9.1.3 **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 9.1.4 **Booking & Agreement for Sale** : Booking from intending purchaser for Developer's Allocation absolutely at their own risk and liability will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- 9.1.5 **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 9.1.6 **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowner** : On completion of the project, the Developer will handover vacant undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release at Developer's own cost.
- 9.1.8 **Possession to the intending purchaser** : On completion of the project, the Developer will handover possession to the intending purchasers of developers allocation, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.

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- 9.1.9 **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner in respect of Developer's Allocation.

10. **CONSIDERATION :**

- 10.1 **Permission against Consideration** : The Landowner grants permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation described in the Second Schedule hereunder written to the Developer.

11. **DEALING OF SPACE IN THE BUILDING :**

- 11.1 **Exclusive Power of Dealings of Landowner** : The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession and right of ownership of the Landowner's Allocation.

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

12. **NEW BUILDING :**

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

- 12.1.1 **Installation of Common Amenities** : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage

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tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats/shops/car parking spaces/units therein on ownership basis and as mutually agreed upon.

12.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc., legal advisor's fee shall be discharged and paid by the Developer and the Landowner shall have no responsibility in this context.

12.1.3 **Municipal Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay such taxes and outgoings which will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and handover allocation to the landowner. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Developer's Allocation only AND on the contrary, the Landowner will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owner's Allocated Portion or Owner's Allocation only.

2.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the flat owners and occupiers of the said premises or any part or portions thereof will be borne by the association of the flat owners after handing over of the building.

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13. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

13.1 **Delivery of Possession :** As soon as the building will be completed as mentioned in the Fourth Schedule below, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building together with certificate of the Architect/L.B.S or the Municipal Authority being provided to that effect.

13.1.1 **Payment of Municipal Taxes :** Within 15 days from the receive possession of Landowner's Allocation and at all times thereafter the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

13.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the maintenance charges for the common facilities in the new building payable in respect of the Landowner's Allocation.

14. **COMMON RESTRICTION :**

14.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

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

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

15. **LANDOWNER'S OBLIGATION :**

15.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

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

16. **DEVELOPER'S OBLIGATIONS :**

16.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agree and covenant with the Landowner to handover Landowner's Allocation (more fully described in the Second Schedule hereunder written) within 24 (Twenty Four) months from the date of sanctioning the building plan from the concerned authority. The Landowner also permits the Developer a grace period of 6 (Six) months more to handover the Landowner's Allocation.

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16.1.1 **Penalty** : If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 5,000/- (Rupees Five Thousand only) per month to the Landowner as demurrage.

16.1.2 **No Violation** : The Developer hereby agree and covenant with the Landowner :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

17. **LANDOWNER'S INDEMNITY :**

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

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowner :

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

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MISCELLANEOUS :

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

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by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

21. **JURISDICTION :**

In connection with any dispute, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu boundaried land measuring **04 (Four) cottah 11 (Eleven) chittack 39 (Thirty Nine) sq.ft. be the same a little more or less Together With cement flooring residential Tiles Shed measuring 100 (One Hundred) sq.ft. be the same a little more or less** out of 11 (Eleven) Decimals more or less, lying and situated at **Mouza - Mahisbathan, J.L. No. 18, Touzi No. 10, P.S. Bidhannagar East (previously Rajarhat), comprised in C.S. Dag No. 297, R.S./L.R. Dag No. 299, under C.S. Khatian No. 76, R.S. Khatian No. 78, L.R. Khatian No. 13/1 corresponding to L.R. Khatian No. 270/2, A.D.S.R.O. Bidhan Nagar, Salt Lake City, within the local limit of Bidhannagar Municipal Corporation, in Ward No. 28, in the District North 24 Parganas, Pin 700102, in the State of West Bengal.** The said plot of land is butted and bounded as follows :-

ON THE NORTH	:	House of Ashok Naskar.
ON THE SOUTH	:	Biren Naskar.
ON THE EAST	:	Debashis Mondal & 18 feet wide road [Mahisbathan by lane].
ON THE WEST	:	Samir Naskar.

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THE SECOND SCHEDULE ABOVE REFERRED TO

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

The Landowner's Allocation will be allotted as follows :-

1. The Landowner herein will get 48% of the total constructed area in the proposed building, so to be constructed by the Developer on the scheduled land mentioned in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said proposed building.

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

2. The Landowner will also get a sum of Rs. 22,00,000/- (Rupees TWenty Two Lakh only) out of which Rs. 15,00,000/- (Rupees Fiffteen Lakh only) as refundable security deposit, which the developer has paid already at the time of signing and executing the MOU.

And rest Rs. 7,00,000/- (Rupees Seven Lakh only) will be given as non-refundable deposit at the registration of this present development agreement and also the power of attorney after registered development agreement. The landowner will return Rs. 15,00,000/- (Rupees Fiffteen Lakh only) i.e refundable security amount on or before receiving the physical possession of owner's allocation.

4. It is also settled that except the Landowner's Allocation as described above, the other areas in the proposed building will be treated as Developer's Allocation.

Contd.....19

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

19 DEC 1964

5. The flats/garages will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
6. The Landowner gives permission to amalgamate his plot of land with his neighbour's land. The area of Landowner's Allocation receivable by the Landowner as described above will be calculated on the basis of the proportionate holding held by the Landowner on the project land.

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

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of building (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer with absolute right of the developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : Common wall 5", internal wall 3" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of flat will be of Floor Tiles.
5. **BATH ROOM** : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. **KITCHEN** : Cooking platform and sink will be of Black stone 2'-6" height standard tiles above the platform to protect the oil spot.
7. **TOILET** : Toilet of Indian Type Pan/European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

19 DEC 1974

8. DOORS : Sal Wood Frame. All doors including Main Door & Other door patta of the flat of flash door.
9. WINDOWS : Glass fitted Aluminium Sliding window.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
13. LIFT : 4 passengers capacity lift will be provided.
14. Cement : Ambuja/Ultratech or any other similar brand.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit (Havels/Finolex).
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point & one A.C. Point only in master bedroom.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with weathercoat or equivalent.
- b) All door and windows frame painted with two coats white primer.

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

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

19 DEC 1964

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9. WINDOWS : Glass fitted Aluminium Sliding window.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
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WITNESS
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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

19 DEC 2004

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. *Handwritten signature*
Ram Nagesh Bhowmik
TOST A Corporation
KOL 700136
2. *Signature*
S/o - late - Ajit Mondal.
H/B - 250 Mohitbhatia
Kolkata - 700102

Signature

Mihir Naskar @ Mihir Kumar Naskar
Landowner

Drafted By :

Tithi Mukherjee, adv.
F/750/2019, Judge's Court, Baranagar

**For Pinaki Chattopadhyay & Associates,
Advocates,**

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700157.
Ph. : 9830061809.

Composed By :

Signature
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.

ANU CONSTRUCTION

Signature
Shyam Sunder Bairagi,
Partner

Anu Construction
represented by its partners,
Shyam Sundar Bairagi

ANU CONSTRUCTION
Signature
Shyam Sundar Bairagi
Partner

Shyamal Halder
Developer

received
sum of
accord
agreed



7

ADDITIONAL REGISTRAR
OF ASSURANCES II, KOLKATA

19 DEC 1964

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of **Rs. 7,00,000/- (Rupees Seven Lakh only)** from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Mode of Payment

Ch. No. 000035.

Date

19.12.2024

Bank & Branch

HDFC Bank, Kestopur Br.

Amount

Rs. 7,00,000/-

Witnesses :-

1.

Shankar Singh

2.

Pratibha Mondal.

Mihir Naskar

Mihir Naskar @ Mihir Kumar Naskar

Landowner

1



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

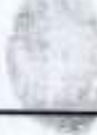
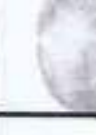
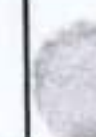
19 DEC 1904

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

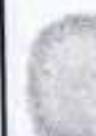
UNDER RULES 44A OF THE L.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Shyam Sunder Balmaji</i>	L.H.					
	R.H.					

ATTESTED :- *Shyam Sunder Balmaji*

 <i>Shyamal Halder</i>	L.H.					
	R.H.					

ATTESTED :- *Shyamal Halder*

 <i>Mihir</i>	L.H.					
	R.H.					

ATTESTED :- *Mihir NABK*

	L.H.					
	R.H.					

ATTESTED :-

1



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

19 DEC 2004

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



192024250321340678

GRN Details

GRN:	192024250321340678	Payment Mode:	SBI Epay
GRN Date:	18/12/2024 14:38:55	Bank/Gateway:	SBIePay Payment Gateway
BRN :	9482041053229	BRN Date:	18/12/2024 14:39:36
Gateway Ref ID:	CHR9633930	Method:	State Bank of India NB
GRIPS Payment ID:	181220242032134066	Payment Init. Date:	18/12/2024 14:38:55
Payment Status:	Successful	Payment Ref. No:	2003135485/3/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr PINAKI CHATTOPADHYAY
Address:	TEGHARIA MAIN RD, KOL 157
Mobile:	9830061809
Period From (dd/mm/yyyy):	18/12/2024
Period To (dd/mm/yyyy):	18/12/2024
Payment Ref ID:	2003135485/3/2024
Dept Ref ID/DRN:	2003135485/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003135485/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2003135485/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	22021
Total				42042

IN WORDS: FORTY TWO THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1902-15125/2024	Date of Registration :	19/12/2024
Query No / Year	1902-2003135485/2024	Office where deed is registered :	A.R.A. - II KOLKATA, District: Kolkata
Query Date :	10/12/2024 6:54:49 PM		
Applicant Name, Address & Other Details	PINAKI CHATTAPADHYA SANGEETA APRT, TEGHORIA M.Thane - Baguliati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9749044952, Status - Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 22,00,000/-]		
Stamp Duty Paid(SD)	Market Value : Rs. 1,24,76,874/-		
Rs. 20,121/- (Article 48(g))	Registration Fee Paid		
Remarks	Rs. 22,105/- (Article E, E, B)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

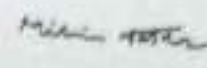
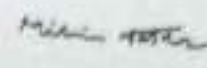
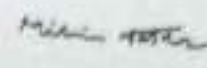
District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Mahisbathan, Mouza: Mahisbathan, JI No: 18, Pin Code : 700102

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	LR-299 (RS)	LR-270/2	Bastu	Bastu	4 Katha 11 Chatak 39 Sq Ft		1,24,46,874/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road.
Grand Total :					7.8238Dec	0/-	124,46,874/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq FL	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0/-	30,000/-	

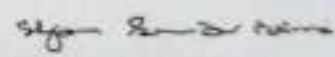
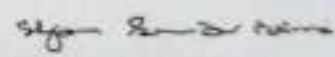
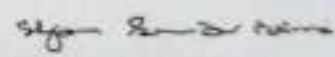
and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr MIHIR NASKAR, (Alias: Mr MIHIR KUMAR NASKAR) Son of Late ANIL NASKAR Executed by: Self, Date of Execution: 19/12/2024 Admitted by: Self, Date of Admission: 19/12/2024, Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> </tbody> </table> M.B. 283, MAHISHBATHAN, BIDHANNAGAR(M), City:- Not Specified, P.O:- MILAN BAZAR, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX0, PAN No.:: ADxxxxxxSL, Aadhaar No: 77xxxxxxxx2484, Status :Individual, Executed by: Self, Date of Execution: 19/12/2024 Admitted by: Self, Date of Admission: 19/12/2024, Place : Office	Name	Photo	Finger Print	Signature	Mr MIHIR NASKAR, (Alias: Mr MIHIR KUMAR NASKAR) Son of Late ANIL NASKAR Executed by: Self, Date of Execution: 19/12/2024 Admitted by: Self, Date of Admission: 19/12/2024, Place : Office		 Captured	
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Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANU CONSTRUCTION FLAT NO. 5, BLOCK-NILACHAL, JAGANNATH ABASAN, AE-56, HANA PARA, KRISHNAPUR, City:- Not Specified, P.O:- MILAN BAZAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 Date of Incorporation:XX-XX-2XX3, PAN No.:: ACxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SHYAM SUNDAR BAIRAGI (Presentant) Son of Late KRISHNA PADA BAIRAGI Date of Execution - 19/12/2024, , Admitted by: Self, Date of Admission: 19/12/2024, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> </tbody> </table> Dec 19 2024 4:30PM LT1 19/12/2024 19/12/2024 FLAT NO. 5, BLOCK-NILACHAL, JAGANNATH ABASAN, AE-56, HANA PARA, KRISHNAPUR, City:- Not Specified, P.O:- MILAN BAZAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0, PAN No.:: ASxxxxxx4G, Aadhaar No: 76xxxxxxxx2009 Status : Representative, Representative of : ANU CONSTRUCTION (as PARTNER)	Name	Photo	Finger Print	Signature	Mr SHYAM SUNDAR BAIRAGI (Presentant) Son of Late KRISHNA PADA BAIRAGI Date of Execution - 19/12/2024, , Admitted by: Self, Date of Admission: 19/12/2024, Place of Admission of Execution: Office		 Captured	
Name	Photo	Finger Print	Signature						
Mr SHYAM SUNDAR BAIRAGI (Presentant) Son of Late KRISHNA PADA BAIRAGI Date of Execution - 19/12/2024, , Admitted by: Self, Date of Admission: 19/12/2024, Place of Admission of Execution: Office		 Captured							

Name	Photo	Finger Print	Signature
Mr SHYAMAL HALDER Son of Late ANANTA HALDER Date of Execution - 19/12/2024, Admitted by: Self, Date of Admission: 19/12/2024, Place of Admission of Execution: Office			
GOURANGA NAGAR, JYOTINAGAR, ASWININAGAR, City:- Not Specified, P.O:- GOURANGA NAGAR, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700159, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Date of Birth: XX-XX-1XX5, PAN No:- AExxxxxx2N, Aadhaar No: 60xxxxxx004119 Status: Representative, Representative of: ANU CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr HARI CHAND BISWAS Son of Late B BISWAS KAM NAGAR, BERA BARI, City:- Not Specified, P.O:- R GOPALPUR, P.S:- Alipor, District:- North 24-Parganas, West Bengal, India, PIN:- 700136			
Identifier Of Mr MIHIR NASKAR, Mr SHYAM SUNDAR BAIRAGI, Mr SHYAMAL HALDER	19/12/2024	19/12/2024	19/12/2024

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1.	Mr MIHIR NASKAR	ANU CONSTRUCTION-7.82375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1.	Mr MIHIR NASKAR	ANU CONSTRUCTION-100.00000000 Sq Ft

Land Details as per Land Record

District:- North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:- Mahisbathan, Mouza: Mahisbathan, JI No: 18, Pin Code : 700102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
E1	LR Plot No:- 299, LR Khatian No:- 270/2	Owner:- Address:- Area:-0.10000000 Acre,	Mr MIHIR NASKAR

On 19-12-2024

Certificate of Admissibility (Rule 43 W.B. Registration Rules 1962)
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

(a) of Indian Stamp Act 1899.

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

Presented for registration at 15:39 hrs on 19-12-2024, at the Office of the A.R.A. - II KOLKATA by Mr SHYAM

SUNDAR BAIRAGI

Certificate of Market Value (WB P.V.M. Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,24,76,874/-

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

Execution is admitted on 19/12/2024 by Mr MIHIR NASKAR, Alias Mr MIHIR KUMAR NASKAR, Son of Late ANIL NASKAR, M.B. 263, MAHISHBATHAN, BIDHANNAGAR(M), P.O: MILAN BAZAR, Thana: East Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by Profession Business

Indetified by Mr HARI CHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERI, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

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

Execution is admitted on 19-12-2024 by Mr SHYAM SUNDAR BAIRAGI, PARTNER, ANU CONSTRUCTION (Partnership Firm), FLAT NO. 5, BLOCK-NILACHAL, JAGANNATH ABASAN, AE-56, HANA PARA, KRISHNAPUR, City:- Not Specified, P.O:- MILAN BAZAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr HARI CHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERI, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Execution is admitted on 19-12-2024 by Mr SHYAMAL HALDER, PARTNER, ANU CONSTRUCTION (Partnership Firm), FLAT NO. 5, BLOCK-NILACHAL, JAGANNATH ABASAN, AE-56, HANA PARA, KRISHNAPUR, City:- Not Specified, P.O:- MILAN BAZAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr HARI CHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERI, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,105.00/- (B = Rs 22,000.00/- ,E = Rs 21.00/- ,J = 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 22,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/12/2024 2:39PM with Govt. Ref. No: 192024250321340678 on 18-12-2024, Amount Rs: 22,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 9482041053229 on 18-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,021/-

Description of Stamp

1: Stamp: Type: Impressed, Serial no 224368, Amount: Rs.100.00/-, Date of Purchase: 29/10/2024, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/12/2024 2:39PM with Govt. Ref. No: 192024250321340678 on 18-12-2024, Amount Rs: 20,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 9482041053229 on 18-12-2024, Head of Account 0030-02-103-003-02

Signature

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1902-2024, Page from 782532 to 782563
Being No 190215125 for the year 2024.



Digitally signed by SATYAJIT BISWAS
Date: 2024.12.26 17:47:22 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 26/12/2024

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.