

S-05419/23

54/18/2023



It is hereby declared that the document is subject to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

DEVELOPMENT AGREEMENT

This AGREEMENT made this ^{28th} day of November Two Thousand Twenty Three (2023) BETWEEN MANIK KANGSA BANIK @ MANIK BANIK (PAN ADMPB6277B) Aadhaar No 6203 2212 1019 Mob No 9830256311 son of Late Sadananda Kangsa Banik by faith Hindu, by occupation – Retired by Nationality Indian residing at Ramkrishnanagar, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata 700153 District South 24 Parganas hereinafter called and

Manik Kangsa Banik

ADAR Garia
South 24 Parganas

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28/11/23
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11562 24/11/23
A. No. 11562
Gold to S. Pandan Construction
Of
Rupees 6000/-

Sahajan Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Krl-27

11562 0 5000/- IN Fine Mensur Party



P

ADAR Das
South 24 Parganas

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Identified by
Sahajan Das
AKU
S/O Late B. C. Das
Alipore Police Court
Krl-27
F-639197

referred to as the OWNER/ FIRST PARTY (which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

SPANDAN CONSTRUCTION (PAN ADUFS4965M), a Partnership Firm having its office at 696, Chowhati, Netaji Block, P.O. Chowhati, P.S. Sonarpur, Kolkata – 700149 represented through its partners namely 1. MANAS DUTTA(PAN ALAPD1409P) Aadhaar No 5432 5843 1856 Mob No 9830626578 son of Late Brajendra Kumar Dutta by faith Hindu, by occupation – Business, residing at 67, Ramkrishnanagar, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153 2. RAJKUMAR NATH(PAN AHRPN3050H) Aadhaar No 8858 6145 6287 Mob No 8013378204 son of Late Paresh Chandra Nath residing at 696, Chowhati, Netaji Block, P.O. Chowhati, P.S. Sonarpur, Kolkata – 700149 all by Nationality Indian hereinafter called the 'DEVELOPERS/ BUILDERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs,

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A.D.S.R. Gupta
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executors, administrators representatives and assigns) of the
OTHER PART.

WHEREAS Ramkrishna Park Co- operative Housing Society Limited purchased land measuring 2 Bigha 2 Cottahs 12 Chhitaks 20 sq.ft more or less within Mouza Laskarpur, J.L. No 57 Touzi No 3-5 under Khatian No 77,670,680,666, L.R. Khatian No 187 C.S. Dag No 182, 183,192,193, 170 and landed property measuring 4.03 decimal under Dag No 170 and land measuring 4 Cottahs at Dag No 194, 195(Part) in ^{R.S} Khatian No 670 and land measuring 1 Bigha 2 Cottahs having C.S. Dag No 165, 193,195,201,194 in ^{R.S} Khatian No 77,670,657 and land measuring 15 Cottahs 8 Chhitaks 10 sq.ft in C.S. Dag No 193, 200(part) under ^{R.S} Khatian No 670 and land measuring 1 Bigha 12 Cottahs 7 Chhitaks 25 sq.ft in C.S. Dag No 193(Part) ^{R.S} Khatian No 670 and land measuring 13 Cottahs 12 Chhitaks in C.S. Dag No 202(Part) ^{R.S} Khatian No 670 and land measuring 13 Cottahs 8 Chhitaks 27 sq.ft in C.S. Dag No 193(Part), 196 under ^{R.S} Khatian No 670, 680 which are all the landed property under Mouza Laskarpur, J.L. No

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A.D.S.R. Gupta
dt: 24 February

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57 Touzi No 3-5 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas by virtue of different sale Deeds which were registered on 04.07.1980 at the office of ADSR Sonarpur vide Deed No 3204, 3205, 3206, 3201, 3202, 3203, 3199 for the year 1980 and became absolute owner of above mentioned property and divided into many plots for its members.

AND WHEREAS one Gouri Ganguly purchased a plot of land No 57 measuring 1 Cottah 13 Chhitaks 20 sq.ft more or less at Mouza Laskarpur, J.L. No 57 Touzi No 3-5 under ^{R.S} Khatian No 670 L.R. Khatian No 187 Dag No 170 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 847 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality from Ramkrishna Park Co-operative Housing Society Limited by virtue of a registered Deed of sale which was registered on 16.11.1980 at ADSR Sonarpur and recorded in Book No I Volume, No 66 Pages from 187 to 192 Being No 4803 for the year 1980.

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AND WHEREAS said Gouri Ganguly sold conveyed and transferred all that piece and parcel of a plot of land No 57 measuring 1 Cottah 13 Chhitaks 20 sq.ft more or less at Mouza Laskarpur, J.L. No 57 Touzi No 3-5 under R-S Khatian No 670 L.R. Khatian No 187 Dag No 170 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 847 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality to Rinku Banik @ Kangsa Banik, Sanjay Bose, and Anup Kumar Das by virtue of sale Deed which was registered on 13.12.2004 at DSR-IV Alipore and recorded in Book No I CD Volume No 8 Pages from 6035 to 6054 Being No 02483 for the year 2012 .

AND WHEREAS Rinku Banik @ Kangsa Banik, Sanjay Bose, and Anup Kumar Das sold conveyed and transferred all that piece and parcel of a plot of land No 57 measuring 1 Cottah 13 Chhitaks 20 sq.ft more or less at Mouza Laskarpur, J.L. No 57 Touzi No 3-5 under R-S Khatian No 670 L.R. Khatian No 187 R.S. Dag No 170 under

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P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 847 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality to Manik Banik by virtue of sale Deed which was registered on 18.04.2012 at DSR-IV Alipore and recorded in Book No I CD Volume No 8 Pages from to Being No 3054 for the year 2012 and Manik Banik mutated his name in the record of Rajpur Sonarpur Municipality vide Assessment No 1104302044072 .

AND WHEREAS in other hand Smt Sandhya Majumder purchased all that piece and parcel of plot No 58 of land measuring 2 Cottahs 1 Chhitaks 17 sq.ft more or less at Mouza Laskarpur , J.L. No 57 Touzi No 3-5 under R.S. Khatian No 670 L.R/ Khatian No 187 R.S. Dag No 170 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality from Ramkrishna Park Co-Operative Housing Society Limited by virtue of a registered Deed of sale

Manik Banik



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28 NOV 2023

which was registered on 9.12.1980 at ADSR Sonarpur and recorded in Book No I Volume No 74 Pages from 56 to 60 Being No 5045 for the year 1980 .

AND WHEREAS while **Smt Sandhya Majumder** seized and possessed the above mentioned property , died intestate on 20.10.2010 and her husband namely Shyamal Majumder died intestate on 12.09.2005 leaving behind their two daughters namely Sanghita Majumder and Sanchita Majumder as legal heirs and successors who inherited the above mentioned property .

AND WHEREAS Sanhita Majumder and Sanchita Majumder sold conveyed and transferred all that piece and parcel of a plot No 58 of land measuring 2 Cottahs 1 Chhitaks 17 sq.ft more or less at Mouza Laskarpur , J.L. No 57 Touzi No 3-5 under R.S. Khatian No 670 L.R. Khatian No 2253 R.S., Dag No 170 L.R. Dag 678 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 391 Ramkrishna Nagar

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under ward No 30 within Rajpur Sonarpur Municipality to MANIK BANIK @ MANIK KANGSA BANIK by virtue of a registered Deed of sale which was registered on 01.12.2021 at ADSR Garia and recorded in Book No I Volume No 1629-2021 Pages from 235031 to 235054 Being No 162906250 for the year 2021 and mutated his name in the record of Rajpur Sonarpur Municipality vide Assessment No 1104302041804.

AND WHEREAS MANIK BANIK @ MANIK KANGSA BANIK became owner of all that piece and parcel of two plot of land No 57 & 58 totally measuring 3 Cottahs 14 Chhitaks 37 sq.ft more or less at Mouza Laskarpur, J.L. No 57 Touzi No 3-5 under ^{R.S} Khatian No 670 L.R. Khatian No 2253 R.S. Dag No 170 L.R. Dag No 678 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 847 & 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality vide Assessment No 1104302044072 and Assessment No 1104302041804 and the said two

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28 NOV 2023

plots will be known as Holding No 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality Assessment No vide 1104302041804 after assessee amalgamation.

AND WHEREAS the party of the first being thus absolutely seized and possessed of the schedule 'A' property described herein could not maintained the homestead building which is almost at the verge of demolition of the decided to develop the said property by erecting ownership residential flat or apartment in a G+three storied building thereon upon complying the building rules of Rajpur Sonarpur Municipality with the help of some one who can develop the said property.

AND WHEREAS the owner with that object in view approached the party of the Second Party being termed as Builders/Developers herein having the experience to undertake such construction to enter into a Development Agreement to construct the said building with several residential flats and other garage or saleable space for themselves and also for sale

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to intending purchasers along with undivided proportionate share of the land equivalent to construction of individual flats.

AND WHEREAS the party of the second part/Developers herein being thus approached by the said party of the First Part, agreed to exploit and develop the said land particularly described in the schedule A written hereunder by construction of residential building upon demolition of the existing structure by arranging funds by the builders/Developers's absolute authority either from its own sources and/or from the intending buyers of the undivided proportionate share in land for construction of flats or apartments to be constructed in the said building hereby proposed to be constructed through the said Builders/Developers the party of the Second part.

AND WHEREAS the owners accepted the said proposal of the Builders/Developers subject to the terms and conditions herein after expressly described.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

Manik Ramya Boina



A.D.S.R. Gupta
24 November

28 NOV 2023

1. OWNER : shall mean **MANIK KANGSA BANIK @ MANIK BANIK (PAN ADMPB6277B)** Aadhaar No 6203 2212 1019 Mob No 9830256311 son of Sadananda Kangsa Banik by faith Hindu, by occupation – Service by Nationality Indian residing at Ramkrishnanagar , P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata 700153 District South 24 Parganas.
2. BUILDER/DEVELOPER: shall mean **SPANDAN CONSTRUCTION (PAN ADUFS4965M)**, a Partnership Firm having its office at 696, Chowhati, Netaji Block, P.O. Chowhati, P.S. Sonarpur, Kolkata – 700149 represented through its partners namely **1. MANAS DUTTA(ALAPD1409P)** Aadhaar No 5432 5843 1856 Mob No 9830626578 son of Late Brajendra Kumar Dutta by faith Hindu, by occupation – Business, residing at 67, Ramkrishnanagar, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153 **2. RAJKUMAR NATH(PAN AHRPN3050H)** Aadhaar No 8858 6145 6287 MobNo 8013378204 son of Late Paresh Chandra Nath residing at 696, Chowhati, Netaji Block, P.O. Chowhati, P.S. Sonarpur, Kolkata – 700149.

Kanika Kangsa Banik



A.D.S.R. Gupta
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28 NOV 2023

3.THE SAID PROPERTY : shall mean all that piece and parcel of two plot of land No 57 & 58 totally measuring 3 Cottahs 14 Chhitaks 37 sq.ft more or less at Mouza Laskarpur , J.L. No 57 Touzi No 3-5 under ^{R.S} Khatian No 670 L.R. Khatian No 2253 R.S. Dag No 170 L.R. Dag No 678 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 847 & 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality vide Assessment No 1104302044072 and Assessment No 1104302041804 and the said two plots will be known as Holding No 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality Assessment No vide 1104302041804 after assessee amalgamation .

4.BUILDING : shall mean and include the proposed G+three storied building to be constructed at the said property and particularly mentioned in the schedule B written hereunder.

5.COMMON FACILITIES : shall mean and include roof, corridors, ways, stairs, elevetor, passage, drive ways common

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A.D.S.R. Gupta
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28 NOV 2023

lavatories provided by the Developer, water pump, meter and other facilities which will be provided by the Builder/Developer in the new building. As described in schedule 'C' & 'D' written hereunder.

6. SALEABLE SPACE : shall mean and include the space in the new building as will be available as per terms of this agreement for exclusive use and utilization by the builders/developers after making due provision for common facilities and space required thereof and after making provision of Owner's allocation and proportionate share in land.

7. OWNER'S ALLOCATION IN THE NEW BUILDING : shall mean the owner will get 50% F.A.R as per sanction building plan of the said G+three storied building with proportionate share of land including common areas with facilities and Rs.10,75,000/- (Ten Lakhs Seventy Five Thousand) will be paid by the Developer to the owner as non refundable money out of which Developer has paid Rs 5,00,000/- (Five Lakhs) only at the time of signing this agreement and power of attorney and Rs 5,00,000/- (Five Lakhs) only will be paid by the Developer to the owner within

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28 NOV 2023

February 2024 and balance Rs 75,000/- (Seventy Five Thousand) only will be paid by the Developer to the owner at the time of hand over possession of the owner allocation.

8. DEVELOPER/S BUILDERS/ALLOCATION : shall mean all the remaining portion of the proposed G+ three storied building with undivided proportionate of land and common areas and facilities

9. THE ARCHITECT: shall mean such person or persons with requisite qualification who will be appointed by the Builder/Developer for designing and planning the new building.

10. BUILDING PLAN : shall mean such plan prepared by the Architect for the construction of the new building as described in schedule B written hereunder.

11. TRANSFER : with it's grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to builder or his nominated purchaser thereof without causing in any manner inconveniences or disturbances to the owner's allocation.

Mani Manjasa Benish



A.D.S.R. Gupta
24 November

28 NOV 2023

12. TIME : shall mean the construction shall be completed within 18 months from the date of sanction plan of the said premises and extra 6 months for natural calamity and labour crisis .

13.COMMEMCEMENT : This Agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

14. Name of the Building shall be SPANDAN APARTMENT.

15. Owner's Rights and obligations:-

a) The owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property described in the schedule A below before construction of proposed building as per this agreement and have absolute right title and interest to deal with the same and in the manner herein mentioned.

b) None other than the owner herein or authorized person has any right title claim and/or demand over and in respect of the said premisesand/or any portion thereof before construction of proposed building as per this agreement.

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A.D.S.R. Gupta
on 24 November

28 NOV 2023

c) There is no excess vacant land in the said property within the meaning of the urban land (ceiling & Regulation Act, 1976).

d) Owners herein are liable to deliver proper documents in respect of said premises as an absolute owner.

16. CONSIDERATION : In consideration of the owner having agreed to permit the Builder/Developer to commercially exploit the said property and to construct erect and build a new building in accordance with the specifications and material description which are stated in details in schedule 'D' below in the land described in schedule 'A' written hereunder.

a) The Builder/Developer shall provide to the owner for flats in the new building as per owner's allocation mentioned in clause 7 herein above in this agreement at first before delivering the Developer allocation.

17. BUILDER'S/DEVELOPER'S RIGHTS :

a) All applications, plan ,deed and other paper and documents as may be required by the Builder/Developer for the purpose of obtaining necessary construction and submitted by the Builder/Developer behalf of the owner at costs of developer

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A.D.S.R. Gupta
Dist. 24 Pargana

28 NOV 2023

and the Builders/Developers shall pay all chares and bear all fees of Architect's fees.

b) The owners hereby grant subject to what has been hereudner provided exclusive right to the builders/Developers to built upon and to exploit commercially the said plot of land and to take all necessary steps thereto in accordance with the plan. Developers/Builders shall handover the owner's allocation in accordance with the specifications more fully described in the schedule 'D' below and the builder/developer shall construct and complete the flats in accordance with the plan. The Builder/Developer shall bear all costs, charges and expenses for the construction of all the residential flats including owner's allocation and the said owner's allocation will be made fit for occupation with proportionate rights in all manner and portions of the said building at the costs and expenses of the Builder/Developer.

18.POSSESSION

1. The owner shall vacate the existing building along with the land appurtenant therein as described in the Schedule A and shall deliver free, quite, peaceful and unencumbered exclusive vacant possession of the property to the

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Builders/Developers and as per agreement the Builders/Developers shall be entitled to obtain vacant possession of the premises upon demolition of the existing structure of the building and take away the old materials of the demolished building in to the Builder/Developer's custody at their own costs and also to survey the said land and to do all necessary jobs for the purpose of construction of the proposed building in terms of this agreement.

2. The Builders/Developers shall complete the owner's allocation of the proposed building positively within 18 months from the date of sanction plan of the premises unless prevented by any unforeseen circumstances beyond the control of the builders/developers. And hand over the owner's allocation in finished and habitable condition with all arrangement and other necessary fittings as per specifications described in Schedule 'D' below.

3. The owner shall have absolute right to transfer or otherwise deal with the owner's allocations along with proportionate share in common areas and common passage without any reference to the Builder/Developer or any person or

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28 NOV 2023

persons whatsoever upon getting possession of his allotted respective portion.

4. The Builder/Developer shall have exclusive right, title and interest to the Builder/Developer's allocation in the new building with exclusive undisturbed right to transfer, sale and/or otherwise deal with or dispose of the same without however affecting any right, title claim or interest therein as per this agreement whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Builder/Developer's allocation. The owner shall be liable to execute any deed for registration in favour of related person to make free title of the said premises after getting their allocation.

5. The owner hereby further undertakes to give the Builders/Developers the General power of Attorney in a form and manner reasonably required for the purposes of smooth construction work in terms of this deed and to deal with by way of transfer and dispose off Builders/Developers allocation. It is further understood however that such dealings shall neither in any way fasten or create any financial or legal liability upon the

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owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

19.COMMON EXPENSES:

- a) The owners shall pay and bear all property taxes and other dues and out goings in respect of the said building accruing due as and from the date of handing over vacant possession of the land or part thereof equally
- b) As soon as the new building is completed within the time herein before mentioned, the Builder/Developer shall deliver the owner allocation in terms of this agreement and according to the specifications and plan thereof and certificate of Architet.

20.OWNER'S OBLIGATION

- a) The owner shall give unencumbered land and premises simultaneously with the execution of this deed of agreement to the Builders/Developers. The owner hereby covenants with the Builders/Developers not to cause any hindrance in the construction of the building at the said property by the Builder/ Developer.

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b) The owner hereby agrees to covenant with the Builders/ Developers not to do any act or deed or things whereby the Builders/ Developers may be prevented from selling assigning and/or disposing of any part or portion of the Builders/ Developer's allocation in the building or for the said property save and except the right of proportionate share in the land of the owner.

c) The owners hereby agree and covenant with the Builders/Developers not to let out, grant, lease, mortgage and/or charge the allocated portion of the Builders/Developers in the super built up construction, but shall have all those rights of alienation in respect of their allocated portion upon getting possession on completion of the building, to any person/persons, company/ companies. The Builders/ Developers also shall have not right to let-out, grant, lease, mortgage and/or charge the allocated super built up areas of the owner.

d) The owner hereby declare in clear and unequivocal terms that neither they nor their heirs and representatives after

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execution of this agreement shall encumber or otherwise transfer the land described in the Schedule 'A' and shall abide this stipulation set out in the agreement itself within construction period.

e) The Builders/ Developers will have the right to enter into agreement for sale of the flats and/or space of the proposed building (excepting the reserved flats mentioned in clause 7 herein above of owners along with the proportionate undivided share in land and in common portion) with any intending purchasers. The Builders/Developers shall also be entitled to take earnest and consideration money for proportionate share in land and construction cost as advance as well as consideration money from any intending purchaser or purchasers in respect of the flats of the proposed building allotted to the Builders/ Developers.

f) Upon execution of this Agreement, the Owners/ First Party shall execute a General Power of Attorney in favour of the Builders/ Developers or it's nominee or nominees authorising the Builder/ Developer or it's nominee or nominees as the case

Manir Hossain Borin



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A.D.S.R. Gupta
Dist. 24 Parganas

28 NOV 2023

may be for taking all necessary steps in connection with the property described in the Schedule A written hereunder and to represent the owner before the Rajpur Sonarpur Municipality , C.I.T. Calcutta and West Bengal Police, Fire Brigade and any other authorities including State or Central Government in connection with the construction of the proposed building and also to sign application, schemes, Maps, Drawings, Plans and other writings in his behalf and also to appear before any authorities and also to execute agreement for sale of flats as well as deed of conveyance in respect of portions allotted to the Builders/ Developers and to receive considerations thereof.

21.BUILDER/ DEVELOPER'S OBLIGATION

The Builders/ Developers hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively complete the construction within 18 months from the date of sanction plan and shall positively deliver owner's allocation within a month thereafter.

- a) Original Deed and others documents in respect of the property will be handed over by the owner and the developer

Manik Nayak Benin



A.D.S.R. Gupta
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28 NOV 2023

will be bound to return the said original documents after complete the building.

b) The Developer will be liable to pay Rs.1,000/- per month as damages charges after expiring the stipulated period i.e. 18 months from the date of vacating the possession of the said property upto 6 months and next time the developer shall have no right title interest on the said property as void agreement.

c) The Developers will arrange Common Electricity meter in favour of Owner-Allocation.

22. OWNER'S INDEMNITY

The Owners hereby undertake that they will positively deliver the vacant unencumbered possession of the said property to the Builders/ Developers from the same day as per Agreement mentioned herein above.

23. Builder/ Developer's Indemnity:

a) The Builders/ Developers hereby undertake to keep the owner indemnified against all third party claims and notices arising out of any sort of act or commission or commission of

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28 NOV 2023

the Builder/ Developer in or in relation to the construction of the said new Building strictly in terms of the plan.

24. The Agreement herein made shall not be treated as Partnership between the owners and the Builders/ Developers. The Builders/ Developers are given the absolute rights to develop the said property as aforesaid for commercial exploitation of Builders/ Developer's allocation in lieu of owner's allocation in terms of this Agreement.

25. Nothing in these presents shall be constructed as a demise or assignment or conveyance in land by the owners of the said property or any part thereof to the Builders/ Developers or as creating any right, title and interest in respect of thereof in the Builders/ Developers other than a exclusive license to the Builders/ Developers to commercially exploit the same to their benefit in terms hereof provided However the Builders/ Developers shall be entitled to borrow money from any Bank or Banks or any private financial institutions without creating any financial liability on the owners and their other estate shall not be encumbered and/or liable for payment of any such dues of

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A.D.S.R. Gupta
Dist. 24 Parganas

28 NOV 2023

such Bank or Banks or any private financial institutions and for that purpose the Builders/Developers shall keep the owner indemnified against any action suits and proceedings and costs charges and expenses in respect thereof.

26. The one original Agreement and certified copy of a duly attested copy of the original Deeds and documents of title in respect of the said property shall be kept at the city office Builders/ Developers or at the office of their agents for the inspection of the intended purchaser or purchasers.

27. The Builders/ Developers hereby declare that they have entered into this Agreement as per their capability of development work upon relying on the owner's representation and bonafide about their title to the said property described in the Schedule A written hereunder.

28. The Builders/ Developers, without prejudice to the rights and contentions of the owners, in this agreement, shall be entitled to enter into in their said capacity with any other

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A.D.S.R. Chakrabarti
dt: 24 Parganas

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contractor, architect and others for carrying out the said development at their risk and costs.

29. FORCE MAJEURE:

a) The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.

b) The term force majeure shall mean floods, earth-quake, riots, war storm, tempest civil commotion, strikes, lock-outs and/or any other act or commission beyond the control of the Parties hereto.

30. ARBITRATION: Any dispute or differences on any matter relating to the terms and condition of this Agreement herein between the Parties hereto shall be referred to arbitration under the provisions of the Indian Arbitration Act, 1940 and/or any other statutory modifications made thereto.

Mamie Kanyisa Benise



A.D.S.R. Gupta
11/11/24 Pargana

28 NOV 2023

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of two plot of land No 57 & 58 totally measuring 3 Cottahs 14 Chhitaks 37 sq.ft more or less at Mouza Laskarpur, J.L. No 57 Touzi No 3-5 under ^{R-5} Khatian No 670 L.R. Khatian No 2253 R.S. Dag No 170 L.R. Dag No 678 under P.S. Sonarpur now Narendrapur in the District of South 24 Parganas which is now known as Holding No 847 & 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality vide Assessment No 1104302044072 and Assessment No 1104302041804 and the said two plots will be known as Holding No 391 Ramkrishna Nagar under ward No 30 within Rajpur Sonarpur Municipality Assessment No vide 1104302041804 after assessee amalgamation

NORTH : 20 feet wide Ramkrishna Nagar Road

SOUTH : R.S. Dag No 182

EAST : Scheme Plot No 56

WEST : Scheme Plot No 59

Mani Rayse Banik

Mani Rayse Banik



A.D.S.R. Ghosh
Dist. 24 Parganas

28 NOV 2023

SCHEDULE 'B' REFERRED TO ABOVE

ALL THAT the piece and parcel of proposed G+three storied building to be constructed according to specification mentioned in schedule D as per plan in the land described in schedule A above having all the common facilities as described in schedule C written hereunder.

SCHEDULE 'C' REFERRED TO ABOVE

(OWNER'S ALLOCATION IN THE G+ 3STORIED BUILDING)

The owner will get 50% F.A.R as per sanction building plan of the said G+three storied building with proportionate share of land including common areas with facilities and Rs. 10,75,000(Ten Lakhs Seventy Five Thousand) will be paid by the Developer to the owner as non refundable money out of which Developer has paid Rs 5,00,000/- (Five Lakhs) only at the time of signing this agreement and power of attorney and Rs 5,00,000/- (Five Lakhs) only will be paid by the Developer to the owner within February 2024 and balance Rs 75,000/- (Seventy Five Thousand) only will be paid by the Developer to the owner at the time of hand over possession of the owner allocation.

Mamirayla Dandia



A.D.S.R. Chandra
Dist. 24 Parganas

28 NOV 2023

SCHEDULE 'D' REFERRED TO ABOVE

(DEVELOPER/S BUILDERS/ALLOCATION)

All that piece parcel of proposed remaining portion of constructed area of multi storied building of above mentioned property save and except the owner allocation in the land described in schedule A with proportionate share of land including common areas with facilities

SCHEDULE 'E' REFERRED TO ABOVE

1. Stair case on all the floors of the building.
2. Common passage including main entrance leading to the respective allotted flats.
3. Water pump and water tank under ground reservoir, overhead tank and water supply line.
4. Electric meter for pump installation and other common electrical service in the building and the meter room if any.
5. Drainage sewerage systems.
6. Boundary walls and main gate.

Mamir Kampha Berric



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A.D.S.R. Gupta
24 Nov 2023

28 NOV 2023

7. Such other common parts, equipment's installations, fixtures, fittings and spaces for occupancy of the respective portions in the building.

SCHEDULE 'F' REFERRED TO

Foundation	:	Sand filling with isolated footings.
	:	R.C.,C. Frame Structures;
Wall	:	Internal wall and ceiling finished with plaster with putty;
Stair	:	Marble
Brick work	:	Brick / Block .
Floor	:	Floor Tiles
Toilet & Kitchen	:	6' height wall tiles/ kitchen 4'.Top – Granite.
Door	:	Main door Wooden Door, frame sal wood, Inside door flash door.
Windows	:	Aluminum Sliding window with Iron Grill.
Electricians	:	conceal wiring
Sanitary and		
Plumbing	:	Normal

Manix Kongsak Ronix



A.D.S.R. Gupta
11/24 Pargana

28 NOV 2023

Basin/Pan/

Commode : Hindustan made.

Water Supply : 24 hours water supply Municipal water
through PVC pipe.

Roof Treatment : Normal

Outside of Building Coloring

Roof Wall Boundary 4 feet

Lift Facilities : Four person Capacity standard company

Entrance : One Gate and secured boundary wall.

Mamirangsa Benin



A.D.S.R. Gupta
11.24 Pargana

28 NOV 2023

IN WITNESS WHEREOF the Owners/Vendors and Developer
hereunto set and subscribed their respective hands and seals
this the day month and year first above written.

SIGNED SEALED AND DELIVERED to

In the presence of :-

WITNESSES :

1. Sayan Kangra Bonik
Manik Kangra Bonik
A/24/2 Rom Krishnupark, Brasthi
Kolkata - 700153

2. J. P. Das
B132/1 R. PMY

Drafted by : Kal-86

Prathe Pratim Das
Advocate,
High Court, Calcutta
Bar Association Room No. 13,
F/639/1999

Typed by

Sailkat Sane
Alipore Police Court Kol- 27

Manik Kangra Bonik

SIGNATURE OF THE
OWNERS

SPANDAN CONSTRUCTION

Raj Kumar Natta

Partner

SPANDAN CONSTRUCTION

Manoj Dutta

Partner

SIGNATURE OF THE
BUILDERS/DEVELOPERS



SPANDAN CONSTRUCTION
SPANDAN CONSTRUCTION

Partner

Partner


A.D.S.R. Gupta
with 24 Parganas

18 NOV 2023

MEMO OF CONSIDERATION

RECEIVED this sum of Rs. 5,00,000(Five Lakh) only from the Developer out of 10,75,000/- (Ten Lakhs Seventy Five Thousand) only as non refundable money against within mentioned development of property in the manner following :-

By Cheque No 195089 drawn on SBI Rs 1,00,000/-

By Cheque No 195098 drawn on SBI Rs 4,00,000/-

Total

Rs 5,00,000/-

WITNESSES :

1. Sayan Kangso Bonik
Manik Kangso Bonik
A/24/2 Ramkrishna park,
Garia, Kolkata - 700153

Manik Kangsa Bonik

SIGNATURE OF THE OWNERS

2. P. P. Sen

B/32/1 R. Park

1 Feb - 86



[Handwritten signature]

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

28 NOV 2023



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



192023240294880371

GRN Details

GRN:	192023240294880371	Payment Mode:	Online Payment
GRN Date:	24/11/2023 14:40:48	Bank/Gateway:	State Bank of India
BRN :	IK0CNRPPLO	BRN Date:	24/11/2023 14:41:50
GRIPS Payment ID:	241120232029488036	Payment Init. Date:	24/11/2023 14:40:48
Payment Status:	Successful	Payment Ref. No:	2002879875/1/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	RAJKUMAR NATH
Address:	696, CHOWHATI SONARPUR, West Bengal, 700149
Mobile:	8961663303
Depositor Status:	Buyer/Claimants
Query No:	2002879875
Applicant's Name:	Mr Rajkumar Nath
Identification No:	2002879875/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	24/11/2023
Period To (dd/mm/yyyy):	24/11/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002879875/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2002879875/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	10771
Total				12792

IN WORDS: TWLEVE THOUSAND SEVEN HUNDRED NINETY TWO ONLY.

PAID

Thumb

1st finger

middle finger

ring finger

small finger

left
handright
handName RAJ KUMAR NATHSignature Raj Kumar Nath

Thumb

1st finger

middle finger

ring finger

small finger

left
handright
handName MANAS DUTTASignature Manas Dutta

Thumb

1st finger

middle finger

ring finger

small finger

left
handright
handName MANIK KANGSA BANIK @ MANIK BANIKSignature Manik Kangsa Banik HQ/1557420



[Handwritten signature]

ADAR Gupta
North M. Prangana

18 NOV 2023

19 NOV 2023

भारत सरकार
Government of India

Issue Date: 12/09/2016



Manik Kangsa Barik
Date of Birth/DOB: 13/07/1962
Male/ MALE

6203 2212 1019
VID : 9163 1883 4319 0666

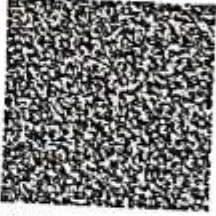
मेरा आधार, मेरी पहचान

Manik Kangsa Barik

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
C/O: Sadananda Kangsa Barik, A-24/2,
RAMKRISHNA NAGAR, NEAR- MONDAR
CINEMA, LASKARPUR, Rajpur Sonarpur (M),
South 24 Parganas,
West Bengal - 700153

Download Date: 03/03/2022



6203 2212 1019
VID : 9163 1883 4319 0666

1947 | help@uidai.gov.in | www.uidai.gov.in



SPANDAN CONSTRUCTION

Manoj Chatterjee
Partner



ভারত সরকার
Government of India



নাম: মনু
Manas Dutta
জন্ম তারিখ / DOB: 27/05/1971
পুংসক / Male



5432 5843 1856

আমার আধার, আমার পরিচয়

Manas Dutta



ভারতীয় পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
এম/ও: ব্রজেন্দ্রা দত্ত, 67
রামকৃষ্ণ নগর, রাজপুর
সোনাপুর (এম), লস্করপুর,
দক্ষিণ ২৪ পরগনা, দক্ষিণ ২৪
পরগনা, পশ্চিম বঙ্গ, 700153

Address:
S/O: Brajendra Dutta, 67
ramkrishna nagar, Rajpur
Sonarpur (M), Laskarpur, South
24 Parganas, South 24 Parganas,
West Bengal, 700153

5432 5843 1856



1947



help@uidai.gov.in



www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MANASH DUTTA
BROJENDRA KUMAR DUTTA

27/03/1971

Permanent Account Number
ALAPD1409P

Manash Dutta



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

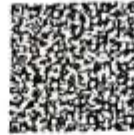
Enrolment No.: 2189/69467/15538

Download Date: 20/02/2017

To
Rajkumar Nath
S/O Paresh Chandra Nath
696
Chowhati Netaji Block
Chowhati
milan Samiti Club
Rajpur Sonarpur (M)
South 24 Parganas Chowhati
West Bengal - 700149
8013378204

Generation Date: 16/02/2017

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

8858 6145 6287

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India

Rajkumar Nath

DOB: 27/04/1977
MALE



8858 6145 6287

मेरा आधार, मेरी पहचान

Rajkumar Nath

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAJKUMAR NATH

PARESH CHANDRA NATH

27/04/1977

Permanent No. / स्थायी संख्या

AHRPN3050H

Raj Kumar Nath

Signature



12/02/2019

Raj Kumar Nath

इस कार्ड को खोने / जाने पर कृपया सूचित करें / लीडिए
आयकर पैन सेवा इकाई, एनएसडीएल
5th फ्लोर, माइन स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8
मॉडल कॉलोनी, दीप बंगला चौक की पास
पुणे - 411 016

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL
5th floor, Manni Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016

Tel: 91 20-2721 8080, Fax: 91-20-2721 8081
e-mail: tninfo@nsdl.co.in

Major Information of the Deed

Deed No :	I-1629-05418/2023	Date of Registration	28/11/2023
Query No / Year	1629-2002879875/2023	Office where deed is registered	
Query Date	23/11/2023 12:35:33 PM	A D S R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rajkumar Nath Chouhali, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700149, Mobile No. : 8013378204, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,75,000/-]		
Set Forth value	Market Value		
	Rs. 56,54,001/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 10,771/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

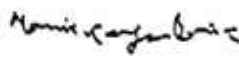
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Ramkrishna Nagar Road,
Mouza: Laskarpur, JI No: 57, Pin Code : 700149

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-678 (RS :-)	LR-2253	Bastu	Bastu	3 Katha 14 Chatak 37 Sq Ft		56,54,001/-	Width of Approach Road: 20 Ft.
Grand Total :					6.4785Dec	0/-	56,54,001/-	

Land Lord Details :

Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	Manik Kangsa Banik, (Alias: Manik Banik) (Presentant) Son of Late Sadananda Kangsa Banik Executed by: Self, Date of Execution: 28/11/2023 , Admitted by: Self, Date of Admission: 28/11/2023 ,Place : Office		 Captured	
		28/11/2023	LT 28/11/2023	28/11/2023

Ramkrishnanagar, New P.S:- Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: adxxxxxx7b, Aadhaar No: 62xxxxxxxx1019, Status :Individual, Executed by: Self, Date of Execution: 28/11/2023, Admitted by: Self, Date of Admission: 28/11/2023, Place : Office

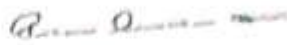
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Spandan Construction 696, Chowhat, Netaji Block, City:- Not Specified, P.O:- Chowhat, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149, PAN No.: adxxxxxx5m, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Manas Dutta Son of Late Brajendra Kumar Dutta Date of Execution - 28/11/2023, , Admitted by: Self, Date of Admission: 28/11/2023, Place of Admission of Execution: Office	 Nov 28 2023 11:57AM	 Captured LT1 28/11/2023	 28/11/2023
67, Ramkrishnanagar, New P.s- Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: alxxxxxx9p, Aadhaar No: 54xxxxxxxx1856 Status : Representative, Representative of : Spandan Construction (as Partners)				
2	Name	Photo	Finger Print	Signature
	Rajkumar Nath Son of Mr Paresh Chandra Nath Date of Execution - 28/11/2023, , Admitted by: Self, Date of Admission: 28/11/2023, Place of Admission of Execution: Office	 Nov 28 2023 11:57AM	 Captured LT1 28/11/2023	 28/11/2023
696, Chowhati, Betaji Block, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District-South 24-Parganas, West Bengal, India, PIN:- 700149, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ahxxxxxx0h, Aadhaar No: 88xxxxxxxx6287 Status : Representative, Representative of : Spandan Construction (as Partners)				

Identifier Details :

Name	Photo	Finger Print	Signature
Pratha Pratim Das Son of Late B C Das Alipore Police Court, City:- Not Specified, P.O - Alipore, P.S -Alipore, District -South 24-Parganas, West Bengal, India, PIN - 700027		 Captured	
	28/11/2023	28/11/2023	28/11/2023
Identifier Of Manik Kangsa Banik, Manas Dutta, Rajkumar Nath			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Manik Kangsa Banik	Spandan Construction-6.47854 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Ramkrishna Nagar Road,
Mouza: Laskarpur, JI No: 57, Pin Code : 700149

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 678, LR Khatian No:- 2253	Owner:মন্ডিক কংসা বন্ডিক, Gurdian:সন্দান , Address:বিল্ডা , Classification:ভাল্লভ, Area:0.06000000 Acre,	Manik Kangsa Banik

Endorsement For Deed Number : I - 162905418 / 2023

On 28-11-2023

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 11:21 hrs on 28-11-2023, at the Office of the A.D.S.R. GARIA by Manik Kangsa Banik Alias Manik Banik, Executant.

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 56,54,001/-

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

Execution is admitted on 28/11/2023 by Manik Kangsa Banik, Alias Manik Banik, Son of Late Sadananda Kangsa Banik, Ramkrishnanagar, New P.S- Narendrapur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Retired Person

Indetified by Pratha Pratim Das, , Son of Late B C Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 28-11-2023 by Manas Dutta, Partners, Spandan Construction (Partnership Firm), 696,chowhati, Netaji Block, City:- Not Specified, P.O:- Chowhati, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149

Indetified by Pratha Pratim Das, , Son of Late B C Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 28-11-2023 by Rajkumar Nath, Partners, Spandan Construction (Partnership Firm), 696,chowhati, Netaji Block, City:- Not Specified, P.O:- Chowhati, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149

Indetified by Pratha Pratim Das, , Son of Late B C Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,771.00/- (B = Rs 10,750.00/- , E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,771/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/11/2023 2:41PM with Govt. Ref. No: 192023240294880371 on 24-11-2023, Amount Rs: 10,771/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CNRPPLO on 24-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 11562, Amount: Rs.5,000.00/-, Date of Purchase: 24/11/2023, Vendor name: Samiran Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/11/2023 2:41PM with Govt. Ref. No: 192023240294880371 on 24-11-2023, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CNRPPLO on 24-11-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1629-2023, Page from 150609 to 150650
being No 162905418 for the year 2023.



Digitally signed by KRISHNENDU TALUKDAR
Date: 2023.11.28 14:49:46 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 28/11/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.