

SL. No. T. 6 9 202. 9
DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this

day

of 2023

BETWEEN

ALFPG8255M, by occupation-Business, by faith Hindu, by nationality Indian, residing at D/41/1, Ramgarh, Post Ofice - Naktala, Police Station - Netaji Nagar, Kolkata - 700 047, State of West Bengal, (2) SMT. KEYA DE, wife of Sri Kausik De, having PAN: FXFPD4595G, by occupation-Housewife, by faith Hindu, by nationality Indian, residing at Boral Purba Para, Rajpur Sonarpur (M), Post Office-Rajpur, Police Station - Sonarpur,

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PIN-700154, District: South 24-Parganas, State of West Bengal and (3) SMT JAYASREE BOSE, wife of Sri Subir Bose, having PAN: ARZPB46870, by occupation— Housewife, by faith Hindu, by nationality Indian, residing at BAL, Ramgarh, Post Ofice—Naktala, Police Station—Netaji Nagar, Kolkata—700 047. State of West Bengal, hereinafter called and referred to as the "VENDORS" which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

In context of this Indenture, the constituted attorneys of Vendor nos. 1 to 3 are (1) SRI PARTHA SOME, son of Late Chittaranjan Some, by faith - Hindu, by occupation - Business, residing at Reshmi Apartment, 215/1, Raipur Road, Police Station: Netaji Nagar, Kolkata 700 047 (2) SRI MALAY DAS, son of Sri Radhaballav Das, by faith - Hindu, by occupation - Business, residing at No. 80, Lotus Park, Police Station: Netaji Nagar, Kolkata - 700 047, by virtue of a registered Power of Attorney executed on 20.05.2022, registered with the office of the District Sub-Registrar - III, Alipore and recorded in Book No. I, Volume No. 1603-2022, Page Nos. 281616 to 281640, Being No. 160307937 for the year 2022, other registered Power of Attorney executed on 20.05.2022, registered with the office of the District Sub-Registrar - III, Alipore and recorded in Book No. I, Volume No. 1603-2022, Page Nos. 281594 to 281615, Being No. 160307936 for the year 2022 and another registered Power of Attorney executed on 01.12.2022, registered with the office of the District Sub-Registrar - III, Alipore and recorded in Book No. I, Volume No. 1603-2022, Page Nos. 598095 to 598110, Being No. 160318500 for the year 2022.

M/S. SUVADEEP CONSTRUCTION, a partnership firm having it's office at No. 215/1, Raipur Road, Police Station – Netaji Nagar, Kolkata: 700 032, having PAN: ACHFS2539P, represented by it's partners namely (1) SRI PARTHA SHOME, son of Late Chittaranjan Shome, by faith - Hindu, by occupation – Business, having PAN: BAXPS0325N, residing at Reshmi Apartment, 215/1, Raipur Road, Police Station: Netaji Nagar, Kolkata 700 047, (2) SRI MALAY DAS, son of Sri Radhaballav Das, by faith - Hindu, by occupation - business, having PAN: AGWPD 9765B, residing at No. 80, Lotus Park, Police Station: Netaji Nagar, Kolkata – 700047, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to

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mean and include Successors-in-Office, legal representatives and or assigns of the SECOND PART.

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) son of , (2) (PAN: (1) MR. , both by (PAN: MRS. nationality Indian, both by faith Hindu, both residing at , Post , District -, PIN -Office -, Police Station -State of West Bengal, hereinafter be referred to as the PURCHASERS (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the THIRD PART.

WHEREAS the land owners herein being desirous of developing its land by constructing a multi storied building consisting of several self contained residential flats and car parking space thereon the said plot of land more fully described in the schedule A hereinafter, All the piece and parcel of Lands measuring about 06 cottahs more or less together with the G+IV (Four) storied building standing thereon, lying and situate at District South 24 Parganas within the jurisdiction of office of the Additional District Sub-Registrar at Alipore, P.S. previously Jadavpur, now Netaji Nagar, Mouza-Raipur, J.L. No. 33, Dag No. 1155, Khatian No. 139, recorded as K.M.C. Premises Nos. 15A, Raipur Mondal Para Road, both premises having postal address D/41/1, Ramgarh and B/19, Ramgarh, Post Ofice - Naktala, Police Station - Netaji Nagar, Kolkata - 700 047, ward No. 100, within the limits of Kolkata Municipal Corporation, District: South 24-Parganas, State of West Bengal and the said property jointly owned by the above said Owners (1) SRI SANTANU GUHA, (2) SMT. KEYA DE and (3) SMT JAYASREE BOSE are recorded sole Owners and as legal heirs and absolutely seized and possessed with all transferable right, title and or interest in respect of the said Property. The Owners and the Developer have entered into several registered Developer's Agreement on 11th day of May, 2022 duly registered at the Office of District Sub-Registrar- III, Alipore, South 24-Pgs, and has been recorded in its Book No. I, Volume no. 1603-2022, pages from 267969 to 277017, Being No. 160307480 for the year 2022 and other one recorded in its Book No. I, Volume no. 1603-2022, Pages from 277018 to 277062, Being No. 160307479 for the year 2022 and several Development Power of Attorney executed on 20.05.2022, registered with the office of

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the District Sub-Registrar – III, Alipore and recorded in Book No. 1, Volume No. 1603-2022, Page Nos. 281616 to 281640, Being No. 160307937 for the year 2022, other registered Power of Attorney executed on 20.05.2022, registered with the office of the District Sub-Registrar – III, Alipore and recorded in Book No. I, Volume No. 1603-2022, Page Nos. 281594 to 281615, Being No. 160307936 for the year 2022 and another registered Power of Attorney executed on 01.12.2022, registered with the office of the District Sub-Registrar – III, Alipore and recorded in Book No. I, Volume No. 1603-2022, Page Nos. 598095 to 598110, Being No. 160318500 for the year 2022.

AND WHEREAS the Confirming Party being the Developer got sanction of a building plan from the competent authority, vide Building Plan sanction No. dated for commercial exploitation of the property morefully and particularly described in the First schedule hereunder written by constructing several units of residential flats and car parking space thereupon.

AND WHEREAS in pursuance of the said agreement dated 11.05.2022 and the said Power of Attorney, the developer has been constructing a G+IV storied building consisting of several flats & Car parking Space in accordance with the building plan sanctioned by the competent authority.

AND WHEREAS The Purchasers have duly satisfied itself in all respect and prior to the execution of these presents the Developer has explained the scheme of the project to the purchaser and the purchaser have duly examined plan, layout, orientation and the scheme of the aforesaid Project and the purchasers have accordingly satisfied himself as to the quality of construction, materials used dimensions, size, floor plan amenities and facilities and all other aspects of the said flat, the block and/or the project. The Deeds and all other relevant documents where under the Vendors above named have acquired right, title & interest in the lands and the details of the aforesaid land to comprise of the Project SUVADEEP GREENS has been duly inspected by the purchasers and satisfied for the same.

AND WHEREAS in terms of the agreement dated made between the Vendors and the Developer and the Purchaser herein, the Vendors and the Developer have agreed to sell and transfer unto the Purchaser herein ALL THAT a self contained residential flat measuring about square feet super built-up area on the Floor in the building in Block ", being Flat No. " (including 25% Super

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built-up area), of the premises namely "SUVADEEP GREENS" TOGETHERWITH undivided impartibly proportionate share of land, lying and situate at District South 24 Parganas within the jurisdiction of office of the Additional District Sub-Registrar at Alipore, P.S. previously Jadavpur, now Netaji Nagar, Mouza-Raipur, J.L. No. 33, Dag No. 1155, Khatian No. 139, recorded as K.M.C. Premises Nos. 15A, Raipur Mondal Para Road, both premises having postal address D/41/1, Ramgarh and B/19, Ramgarh, Post Ofice - Naktala, Police Station - Netaji Nagar, Kolkata -700 047, ward No. 100, within the limits of Kolkata Municipal Corporation, District : South 24-Parganas, State of West Bengal, shown in the annexed site plan by RED bordered boundary line TOGETHERWITH right to common use of common areas and facilities attached to the said building, morefully and particularly described in the THIRD SCHEDULE herein below, subject to make payment of proportionate expenses for maintenance of common areas and facilities, morefully and particularly described in the FOURTH SCHEDULE herein below for a total consideration of Rs. /- (Rupees) only and the Purchaser herein have agreed to purchase the same at the above price under following terms and conditions.

:: NOW THIS INDENTURE WITNESSETH AS FOLLOWS ::-

In pursuance of the said agreement and at the total consideration of sum of /- (Rupees) only paid by the purchasers to confirming party/Developer in manner stated in the memo of consideration appended below (the receipt whereof the Developer do hereby receipt hereunder written admit and acknowledge and from the same and every part thereof) the Vendors and the Developer doth hereby acquit, release and forever discharge the said proportionate undivided share of interest in the said land and also the flat, on the Floor in the building in Block " ", being Flat No. " about square feet super built-up area (including 25 % Super built up area), of the premises namely "SUVADEEP GREENS" to the Purchaser. They the Vendors and the Developer do and each of them doth hereby sale, grant, transfer, convey, assign, and assure unto the Purchaser ALL THAT proportionate undivided share of interest of ALL THAT piece and parcel of land containing area of measuring more or less measuring an area more or less 6 Cottah be the same a little more or less as well as the said flat, on the Floor in the building in Block " Flat No. ", measuring about square feet super built-up area

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(including 25% Super built up area), of the premises namely "TIRATH_CITY", and morefully particularly described in the SECOND SCHEDULE hereunder written and delineated in the map or plan hereto annexed and thereon bordered in RED (hereinafter referred to as the said proportionate undivided share in the said land and the said flat) OR HOWSOEVER OTHERWISE the said proportionate undivided share in the said land and said flat now are or is or at any time to times heretofore were or was situated, butted and bounded, called, known, numbered, described and distinguished TOGETHERWITH all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages, emolument, appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed taken or known as part parcel or member thereof or appurtenant thereto AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS issues and profits thereof and every part thereof and all the estate, right, title, interest, claim use inheritance trust possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land and the said flat TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever unto the Purchaser free from all encumbrances trust and dispendens attachments, whatsoever AND TOGETHERWITH easements or quasicasement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat TO HAVE AND TO HOLD the said proportionate undivided share in the said land the said flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part hereof absolutely and forever.

THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS

(a) That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developer to the contrary the Vendors and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share

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in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate of an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- (b) That the Vendors and the Developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.
- (c) That it shall be lamely for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Vendors and the Developer or any person or persons having or lawfully or the Developer or any person or persons having or lawfully claiming any estate, right, title and interest whatsoever in the said proportionate undivided share in the said land, and the said flat from under through or in trust for the Vendors and the Developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispendens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developer.
- (d) That the Vendors and the Developer all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS:

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- (a) That the Purchasers shall maintain at his/her own cost the units hereby sold and conveyed in good condition.
- (b) The Purchasers shall keep the walls of the said flat and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.
- (c) That the Purchasers shall not use the said flat for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.
- (d) That the Purchasers shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval or Vendors Architect and Engineers.
- (e) Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchasers and all other person and persons owning other units in the said building herein contained shall tease and shall vest in the Society/Association.
- The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.
- (g) From the date of delivery of possession of the said premises and/or unit, the Purchasers shall pay the proportionate cost of yearly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.
- (h) So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates (both owner and occupier) Surcharge if any assessed on the said property and the building thereon applicable from the date of execution of Deed of Conveyance.
- (i) The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.

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(j) That the Purchasers shall have to pay the Yearly maintenance charges of the lift whether they uses the lift or not.

(k) That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.

- (l) That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.
- (m) That the Purchasers shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchaser, their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.
- (n) That the Purchasers hereby undertakes that he will perform, fulfil and abide by all the terms and conditions, covenants, obligations as mentioned in Fourth and Fifth Schedule hereinafter written and this sale is subject to the aforesaid terms, conditions and covenants, obligations and rules.
- (0) The right of the Purchasers shall remain restricted to the said flat and the properties appurtenant thereto and shall not have any right whatsoever or howsoever into or upon the other parts of the building.

(p) The Vendors and the Developer will support any application made by the purchasers for mutation of the name of the Purchasers on the said flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

THE FIRST SCHEDULE AS REFERRED TO ABOVE
(Description of the said premises)

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ALL THAT piece and parcel of homestead land measuring about 06 Cottahs more or less together with the G+IV (Four) storied building standing thereon, lying and situate at District South 24 Parganas within the jurisdiction of office of the Additional District Sub-Registrar at Alipore, P.S. previously Jadavpur, now Netaji Nagar, Mouza-Raipur J.L. No. 33, Dag No. 1155, Khatian No. 139, recorded as K.M.C. Premises Nos. 15A, Raipur Mondal Para Road, both premises having postal address D/41/1, Ramgarh and B/19, Ramgarh, Post Ofice – Naktala, Police Station – Netaji Nagar, Kolkata – 700 047, ward No. 100, within the limits of Kolkata Municipal Corporation, District: South 24-Parganas, State of West Bengal which is butted and bounded as follows:-

ON THE NORTH

by 12 feet wide K.M.C. Road

ON THE SOUTH

by 20 feet wide K.M.C. Road

ON THE EAST

by 20 feet wide K.M.C. Road

ON THE WEST

by Premises No. C/57, Ramgarh, Kol - 47

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat hereby sold)

Floor in Block " ", bearing Flat No. " **ALL THAT** residential flat on the **square feet** (including 25% super built-up area), be the same or measuring a little more or less, in the building under construction known and named "SUVADEEP GREENS", lying and situate at District - South 24 Parganas within the jurisdiction of office of the Additional District Sub-Registrar at Alipore, P.S. previously Jadavpur, now Netaji Nagar, Mouza-Raipur, J.L. No. 33, Dag No. 1155, Khatian No. 139, recorded as K.M.C. Premises Nos. 15A, Raipur Mondal Para Road, both premises having postal address D/41/1, Ramgarh and B/19, Ramgarh, Post Ofice - Naktala, Police Station - Netaji Nagar, Kolkata - 700 047, ward No. 100, within the limits of Kolkata Municipal Corporation, District: South 24-Parganas, State of West Bengal, which includes all the common areas and facilities attached therewith TOGETHER WITH the undivided proportionate share/interest on the land attributable thereto.

THIRD SCHEDULE ABOVE REFERRED TO

(Common use of common areas and facilities)

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Roof, R. C. C. Columns, Under ground water reservoir,

Overhead water tank, Septic tank, Space for meter and pump

Passage, courtyard, open areas with all easement rights,

Stair and stair case, Electric installations

Lift,

All other reasonable rights attached with the building and/or the flat and/or the premises.

FOURTH SCHEDULE ABOVE REFERRED TO [Cost of maintenance of common service or facilities]

1. Cost of maintenance, repairing, redecorating.etc. of the main structure and in particular the gutters fresh and rain water pipe drains, sewerage and water storage tanks and electric wires, motors generators and other applications and passages in or under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of flats and main entrance passage landing staircase of the building enjoyed by the purchasers or used by them in common as aforesaid and boundary walls of the building, compound, terraces etc.

2 Cost of cleaning and lighting the passage, landing, staircase life and other parts of the building as enjoyed or used by the purchasers in common as aforesaid.

- 3. Cost of maintenance and decorating the exteriors of the building.
- 4. Cost of working and maintenance of light and service charges.
- 5. Municipal rates and taxes, Save those separately assessed for flat.
- 6. Premium of insurance of the building.
- 7. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.

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- 8. Yearly lift maintenance charge.
- 9. The office expenses incurred for maintaining the office for common

10. All other expenses and outgoing as are deemed by the Developer to the necessary incidental for and regulating interest and/or the rights of the purchasers and occupiers including the Developer and the owners or co-shares.

THE FIFTH SCHEDULE ABOVE REFFERED TO (Easements)

The purchaser and other co-owners shall be entitled to all right privileges, vertical and lateral supports, easements, quassi-easements, appendages and/or appurtenances whatsoever belonging to and/ or in unwise appertaining to their respective flats/apartment or the roof or the building or therewith usually held, used occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat apartment and other flats/apartments in the said building.

2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flats of the co-owners comprised within the said building and the said land.

3. The right of paths and passages in all the common portions for gas, electricity, water from and to the respective flats of the co-owners and the roof of the building through pipes, drains wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purpose whatsoever.

4. The right passage of utilities including connection for telephone, television pipes, cables, conduits etc. through each and every part of the building including the said unit.

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- 5. Right to support shelter and protection of each portion of the building by oth and/or other thereof as far as they protect the same.
- 6. The absolute unfiltered and unencumbered right over the common burnions subject to the terms and conditions herein contained.
- 7. Such right, supports, easements and appurtenances as usually held, uses occupied or enjoyed as part or parcel of the said unit.
- 8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co-owners entitled exclusively to the same.
- 9. The right with or without workmen are necessary supply of materials of the purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entries.
- 10. The right to use stair case and lift in common with co -owners of the building.



IN WITNESSES WHEREOF the parties hereto have put their respective hands and seal on respective hands and seal on these presents on the day, month and

year first above written.

M/S. SUVA DEEP CONSTRUCTION

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WITNESSES: -

1.



VENDORS

Through their constituted attorney SRI PARTHA SOME & SRI MALAY DAS

2.

PURCHASERS

M/S. SUVADEEP CONSTRUCTION

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Partners
DEVELOPER

Drafted by me and prepared in my office

[SUBIT MAJUMDAR]

Advocate

DENTIFIED BY ME

High Court, Calcutta

Kolkata - 700027

Enrollment No. WB/242/2004

B. K. NASKATE

Notary, Alipore

Notary, Regn. No. 102 | 2007

Alipore Police Court

Kelkata. 700027

Executant attested by me on Identification

MEMO OF RECEIPT

RECEIVED from the within named purchasers the within mentioned sum of) only as advance/earnest money Rs. (Rupees in the following manner;

BANK DATE

CHEQUE No.

AMOUNT

TOTAL

Rs.

WITNESSES: -

1.

M/S. SUVADEEP CONSTRUCTION

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2.

Partners DEVELOPER
