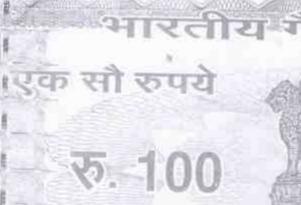
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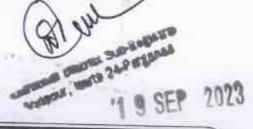
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DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 15th day of September, 2023 (Two Thousand and Twenty Three) as per CHRISTIAN ERA.

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Alukendu Bandyopadhyay

ANNAPURNA UDYOS

Swint Chrunebouty

Partner

BETWEEN

1. SMT. CHANDRA DAS (PAN: DZNPD9832A), Wife of Sri Nani Gopal Das, by Nationality - Indian, by Religion - Hindu, by Occupation - Household, Residing at: 3/27, Mahajati Nagar, P.O. Agarpara, P.S.Khardah, Dist. North 24 Parganas, Kolkata - 700109, hereinafter called and referred to as the" LAND OWNER/S" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

AND

"ANNAPURNA UDYOG" (PAN: ACAFA4231D), a Partnership Firm having it's registered office at: Elias Road, P.O. Kamarhati, P.S. Khardah, Dist: North 24 parganas, Kolkata-700058, hereby represented by it's partners namely, (1) SRI BISWAJIT PAUL (PAN: CAFPP3188M), Son of Sri Basudeb Paul, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, Residing at: Elias Road, P.O. Kamarhati, P.S. Khardah, Dist: North 24 parganas, Kolkata-700058,

(2) SRI SUROJIT CHAKRABORTY (PAN: CIWPC6391Q), Son of Sri Swapan Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation - Business, Residing at: 3/74, Mahajati Nagar, P.O. Agarpara, P.S Khardah, Dist. North 24 Parganas, Kolkata-700109, hereinafter called and referred to as PROMOTER/

Alokendu Bandyopadhyay

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Partner

or repugnant to the context be deemed to mean and include it's/their respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the **OTHER PART.**

WHEREAS the land Owner hereof is the absolute and lawful owner of a plot of land measuring more or less 01 Cottah 01 Chittaks 24 sq.ft. classified as "Bastu" togetherwith residential house standing thereon, lying and situates within Mouza - Agarpara of the Collectorate of North 24 Parganas, comprised and contained in C.S.& R.S. Dag No. 1217(P), corresponding to L.R. Dag No. 1217/ 2555, under L.R. Khatian No. 888, J.L. No. 11, E.P. No. 25A, S.P. No. 509/1, A.D.S.R.O. Sodepur, District - North 24 Parganas, P.S. Khardah, within the local limits of the Panihati Municipality, bearing Municipal Holding No. 33, 3no. Mahajati Nagar, under Ward No. 9 being morefully described in the Schedule appearing hereinafter alongwith all the estate, right, easement, interest, appendages, hereditament etc. is the subject property and which is the prime object of this Development Agreement.

WHEREAS after the partition of India a large number of residence of formal East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

and whereas the Government of West Bengal offered all reasonable facilities to such homeless persons for their residence in West Bengal.

ANNAPURNA UDYOG

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AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant land in the urban area for homestead purpose.

AND WHEREAS the Predecessor-in-title of the Land Owner hereof namely Smt. Bela Rani Saha (Wife of Sri Kanai Lal Saha) was one of such persons who had come to use and occupy a piece of land particularly described in the schedule hereunder written.

AND WHEREAS the said Smt. Bela Rani Saha being refugee displaced from the then East Pakistan now Bangladesh approached the Government of West Bengal for the said plot of land for her rehabilitation.

AND WHEREAS the Govt. of West Bengal subsequently by a Deed of Gift, being No. 24, dated 05.01.1994 and registered at A.D.R. North 24 Parganas, Barasat and recorded in Book No. I, Volume No. 1, pages from 93 to 96, being No. 24 for the year 1994 gifted a piece and parcel of land admeasuring more or less 01 Cottahs 01 Chittacks 24 Sq.ft. comprised in part of C.S. & R.S. Dag No. 1217(P), E.P. No. 25A, S.P. No. 509/1 of Mouza - Agarpara, J.L. No. 11, P.S. Khardah, District - North 24 Parganas, Kolkata-700109 in favour of Smt. Bela Rani Saha and delivered possession in her favour.

AND WHEREAS after obtaining the said landed property the said Bela Rani Saha got her name mutated with the office of the Panihati Municipality and introduced a new

Alokendu Bandyopadhyay

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Partner

Holding in her name, being Holding No. 33, 3No. Mahajati Nagar, under Ward No. 9, P.S. Khardah, Kolkata-700109 and residing there by constructing a one storied residential house and has been possessing the same peacefully without interruption of others by paying relevant rent and taxes regularly to the authority concern.

AND WHEREAS while enjoying the same the said Smt. Bela Rani Saha sold out her plot of land i.e. 01 Cottah 01 Chittaks 24 sq.ft. of land classified as "Bastu" together with 400 sq.ft. One Storied Pucca Residential House Standing thereon with Cemented Flooring lying and situates within Mouza - Agarpara of the Collectorate of North 24 Parganas, comprised and contained in C.S.& R.S. Dag No. 1217(P), corresponding to L.R. Dag No. 1217/2555, under L.R. Khatian No. 888, J.L. No. 11, E.P. No. 25A, S.P. No. 509/1, A.D.S.R.O. Sodepur, District - North 24 Parganas, P.S. Khardah, within the local limits of the Panihati Municipality. bearing Municipal Holding No. 33, 3no. Mahajati Nagar, under Ward No. 9 in favour of the Land Owner hereof by executing a Deed of Conveyance which was Executed on 18.04.2023 & Registered on 19.04.2023 at the Office of A.D.S.R. Sodepur and the same was recorded in Book No. I, Volume No. 1524-2023, pages from 104350 to 104372, being no. 152402703 for the year 2023.

AND WHEREAS after purchasing the aforesaid landed property the Land Owner hereof mutated her name in Assessment Registrar of Panihati Municipality beairing

Alokendu Bandyopadhyay

ANNAPURNA UDYOG

Bureit Chaurabuty

Partner

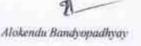
Holding No. 33, No. 3 Mahajati Nagar, under Ward No. 9 and enjoying as well as possessing the said land and building by exercising all the rights, authorities and powers and also possessing a good and marketable title over the aforesaid landed property free from all sorts of encumbrances and charges.

AND WHEREAS the Land Owner hereof with a view to fulfil her desire and with the consent to amalgamate her landed property with the other contiguous plot holders as well as with amalgamation with the others holding in to a single holding and for making construction of a Multi Storied Building over the landed property mentioned in the Schedule hereunder written the Land Owner of the First Part approached the Developer of the Second Part to construct a Multi Storied Building consisting of several residential flats, shops and garages etc. as per plan to be sanctioned by the Panihati Municipality at the cost, expenses and charges of the Developer and the Developer hereto agreed.

AND WHEREAS the parties hereto made and executed this agreement for construction of a Multi Storied Building in joint venture on the terms and conditions hereunder contained.

After completion of the construction of the proposed building the Land Owner will be entitled to:-

In consideration of the owner having granted the Developer and exclusive consent to develop the said property the land owner namely Smt. Chandra Das is



entitled to get her Owner's Allocation in respect of her land area into the new proposed multistoried building by using her land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The land owner namely Smt. Chandra Das solely is entitled to get 2 (Two) nos. of self contained residential Flat out of which One Flat on the First Floor, Flat No. '1B', East Facing, measuring more or less 400 Sq. Ft. Constructed covered area and another Flat on the Fourth Floor, Flat No. '4B', East Facing, measuring more or less 400 Sq. Ft. Constructed covered area into the new proposed multistoried building.

Covered area means: Constructed covered area of Flat/Unit + share of stair case, Lift & Corridor.

The Land Owner herein also hereby solely entitled to get a sum of Rs. 1,00,000.00 (Rupees One Lakhs) only from the Developer as non-refundable/non-adjustable amount out of which Rs. 30,000.00 (Rupees Thirty Thousand) only shall be paid by the Developer to the Land Owner on or before execution and Registration of this Development Agreement and a further amount of Rs. 40,000.00 (Rupees Forty Thousand) only shall be paid by the Developer to the Land Owner after completion of First Floor Roof Casting of the proposed Multistoried Building and the rest amount i.e. Rs. 30,000.00 (Rupees Thirty Thousand) only will be paid by the Developer to

the Land Owner after completion of Fourth Floor Roof Casting of the proposed Multistoried Building and after receiving such amount as aforesaid the land owner shall issue proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation and the money value as mentioned hereinabove as her Owner's allocation the land Owner herein shall have no future claim or demand in respect of her allocation from the Developer.

Be it specifically mentioned here that other than the Owners' allocation as aforesaid of the respective land owner's the remaining portion of the said proposed Multi Storied Building will be the sole property of the Developer.

The Land Owner shall pay all the taxes & outgoings & shall be liable to pay all the outstanding dues and arrears till the date of signing of this agreement and/or handing over the vacant physical possession of her landed property to the Developer which ever is earlier & shall not call upon the Developer for the same.

and conditions being accepted by them and/or now desirous of recording in writing the same terms and conditions subject to which the Developer agreed with the Land Owner for construction of a Multi storeyed building on the said land comprising the said property in the following manner:-

a) Simultaneously with the execution of this Agreement the owner shall deliver physical vacant possession of the said property morefully described in the Schedule hereunder written for proceedings with acts, deeds and things

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necessary for Development of the said property and construction of a proposed Multi Storeyed Building thereon in accordance with the covenants of this Agreement.

- Simultaneously with the execution of this Agreement the Developer shall make prepare and caused to be made and prepared all Plan or Plans, Design, Drawings, specifications, applications, and all other papers and documents as may be necessary and/or required for the purpose of and/or for and/or in connection and/or in relation to the construction and/or erection of the proposed building by an Architect and/or Engineer of the Building at the entire costs, fees, charges to be borne by the Developer exclusively which shall be signed, executed, affirmed, endorsed by the Land Owner and to be submitted and filed by the Developer in the name of the Land Owner before the Panihati Municipality for sanctioning thereof, Fire Brigade Authority, Police authority, C.E.S.C. or W.B.S.E.D.C.L. or any other appropriate Government, Semi Govt, or Quasi Govt, authority or authorities whomsoever and when required necessary from time to time at the entire costs charges and expenses of the Developer. The Land Owner hereby declare that she would extend all sorts of co-operation necessary for such require acts, deeds and things to be done and/or caused to be done by the Developer.
- c) It is specifically agreed by the parties that all costs, charges, fees, fines, penalties, expenses etc. to be incurred and/or paid on account of obtaining of the required building plan in respect of the said proposed Multi Storied building



to be sanctioned by the Panihati Municipality and/or other concerned authority as the case may be shall exclusively be borne and/or paid by the Developer.

- d) The Developer shall construct, re-construct, erect and/or build the said proposed building on the land comprised in the said property as per the said sanctioned building Plan at it's own costs.
- e) The Developer shall complete the construction, re-construction, erection and/or build the said proposed building in accordance with the sanctioned building Plan as per below mentioned specification within 30 months from the date of sanction building plan or revised sanction plan if any (hereinafter referred to as the said stipulated period) with a Grace Period of 6 (six) months, save & except due to force mejure viz. act of god, interalia, earthquakes, civil war, Air raid, Enemy War, Strike, Riot, Civil commotion and/or held up and/or obstructed due to any central and/or state government enactment ordinance or any injunction order of the court or any other reasons beyond the control of the Developer, then and in that event the said stipulated period shall be increased by the same period without any objection by the Land Owner.
- f) The Land Owner shall execute Registered Development Power of attorney in favour of the Developer authorising it to take all steps for obtaining sanctioned plan or plans in respect of construction of the proposed building as aforesaid and for the purpose of the same to do all allied works, deeds or things in terms of this presents.
- g) The Developer is at liberty to enter into agreement for sale with the intending purchaser or purchasers in respect of flats, shops and Garages from the Developer's allocation and



to receive the earnest money, advances or payment from them without any consent of the owners at the terms and conditions the Developer may think and proper. The Land Owner will not be liable for any transaction entered into by the Developer for the Developer's allocation vise-versa.

- Agreement and/or in all or any other agreements for sale, transfer, assignment, mortgage as may be from time to time be prepared, executed and/or registered by the Developer in favour of such said intending buyers and/or purchaser of the respective units or portion comprising the said share due to the developer in which the Land Owner shall have no say whatsoever and the Land Owner shall whenever be necessary be a confirming or principle party in such sale or transfer on the request of the Developer.
- The Developer shall be at liberty to sell, let-out, lease out take advance for the Developer portion except
 Owners' allocation as per agreement.
- j) Save and except as stated herein the Land Owner shall have no right to enter into any agreement of whatsoever nature with any third party in respect of the said property after execution of this Agreement and shall keep the Developer indemnified for the same.
- k) If the Land Owner and Developer fail or neglect to comply with any of the terms and conditions of this agreement then the Land Owner and the Developer shall have right to sue either party for specific performance of this Agreement and/or for damage.

A Alokendu Bandyopadhyay

- The Land Owner will not interfere in the day to day working of the Developer. The Developer will use quality materials for construction and in case of any dispute the decision of the appointed Architect or Engineer will be final and binding on both the parties.
- m) If the Land Owner intend to sell their Owners' allocation to any purchaser/purchasers, the measurement of the flat should be calculated as Super-built-up area.
- n) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owner shall be entertained in any case.

Be it mentioned here that the land Owner shall shift to a nearby place to facilited the construction of proposed Multistoried Building and the Developer shall pay the monthly rent @ Rs. 4,000.00 (Rupees Four Thousand) only per month to the land owner hereof and upon completion the Owner shall shift back to her allocated portion in ready and finished condition.

(o) Both the Developer and the Land Owner shall do all other acts, deeds and things as may be required in law for giving effect to and/or due implementation of this Agreement and not to do any act, deeds or things which may amount to violation or contravention of any of the terms and condition herein contained.

- (p) The Completion Certificate of Municipality will be obtained by the Developer at the costs, expenses and charges of the Developer.
- (q) All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Arbitration and Conciliation Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.
- (r) The name of the proposed multistoried building will be decided by Developer.
- (s) All the interior fittings be it electrical, plumbing or any other materials etc. will be used as per the specification as mentioned in the Fourth Schedule herein below.
- (t) No portion of the proposed building or the area of the premises as mentioned in this Development Agreement shall be used for any illegal purposes by any person including the developer or by any future buyer.
- (u) In case of any dispute regarding construction, construction materials, design or anything which is related to the process of construction as mutually agreed Architect or Civil Engineer shall be deputed as to the settlement or the dispute and decision of the said Architect or Civil Engineer shall be final and binding on both parties.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring more or less 01 Cottah 01 Chittak 24 sq.ft. of land togetherwith 400 sq.ft. one storied pucca residential house standing thereon with Cemented Flooring in L.R. Dag No. 1217/ 2555 classified as "BASTU" lying and situates within Mouza-Agarpara, J.L. No. 11, Re. Su. No. 31, Touzi No. 155, E.P. No. 25A, S.P. No. 509/1, comprised and contained in R.S. Dag No. 1217, corresponding L.R. Dag No. 1217/ 2555, L.R. Khatian No. 888, P.S. Khardaha, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, under the Collectorate of North 24 Parganas on behalf of the Govt. of West Bengal, within the local limits of Panihati Municipality, bearing Holding No. 33, No. 3 Mahajati Nagar Road, under Ward No. 9, Kolkata-700109 TOGETHERWITH all the estate rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned which is the subject property of this Development Agreement.

BUTTED AND BOUNDED BY

ON THE NORTH: E. P. No. 24 (House of Swapan Roy).

ON THE SOUTH : E. P. No. 25 (House of Ramesh Chandra

Bhowmik).

ON THE EAST : 16 ft. Wide Municipal Road

(3no. Mahajati Nagar)

ON THE WEST : E. P. No. 24 (House of Arabindo Roy).

THE SECOND SCHEDULE ABOVE REFERRED TO (OWNER'S ALLOCATION)

In consideration of the owner having granted the Developer and exclusive consent to develop the said property the land owner namely Smt. Chandra Das is entitled to get her 'Owner's Allocation in respect of her land area into the new proposed multistoried building by using her land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The land owner namely Smt. Chandra Das solely is entitled to get 2 (Two) nos. of self contained residential Flat out of which One Flat on the First Floor, Flat No. '1B', East Facing, measuring more or less 400 Sq. Ft. Constructed covered area and another Flat on the Fourth Floor, Flat No. '4B', East Facing, measuring more or less 400 Sq. Ft. Constructed covered area into the new proposed multistoried building.

Covered area means : Constructed covered area of Flat/Unit + share of stair case, Lift & Corridor.

The Land Owner herein also hereby solely entitled to get a sum of Rs. 1,00,000.00 (Rupees One Lakhs) only from the Developer as non-refundable/non-adjustable amount out of which Rs. 30,000.00 (Rupees Thirty Thousand) only shall be paid by the Developer to the Land Owner on or before execution and Registration of this Development Agreement and a further amount of

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Rs. 40,000.00 (Rupees Forty Thousand) only shall be paid by the Developer to the Land Owner after completion of First Floor Roof Casting of the proposed Multistoried Building and the rest amount i.e. Rs. 30,000.00 (Rupees Thirty Thousand) only will be paid by the Developer to the Land Owner after completion of Fourth Floor Roof Casting of the proposed Multistoried Building and after receiving such amount as aforesaid the land owner shall issue proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation and the money value as mentioned hereinabove as her Owner's allocation the land Owner herein shall have no future claim or demand in respect of her allocation from the Developer.

Be it specifically mentioned here that other than the Owners' allocation as aforesaid the remaining portion of the said proposed Multi Storied Building will be the sole property of the Developer.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's allocation)

DEVELOPER'S ALLOCATION: shall mean all the remaining portion of the entire building (excluding Owners' allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer togetherwith the absolute right of the part of the Developer



to enter into agreement for sale with intending purchaser/ purchasers by and mode of Transfer of property Act. and/ or lease, let out, or in any manner may with the same as the absolute Owners thereof.

FOURTH SCHEDULE ABOVE REFERRED TO (Specification of work)

NUMBER OF FLOOR: Ground floor plus upper stories.

BUILDING AND WALL: R.C.C. Super structure with Grade

1 quality materials local brick field's bricks.

Internal finish: Putty Finish.

External Finish: Cement based paint over plaster.

Door Frame: Wooden.

Palla: Flash Door. Toilet with P.V.C. Frame and palla.

Windows: Aluminium sliding window will be provided with glass fitted.

Flooring: All rooms, dining, balcony, kitchen and toilet floor finished by Tiles.

Stair & Corridor: Marble floor.

<u>Kitchen</u>: 4 ft. height glazed tiles covering from kitchen table top finished with Black Stone and one steel sink will be provide and two taps.

Bathroom & Toilet: 6ft. height glazed tiles from 6 inches skirting, concealed Water pipes lines finishing with two taps and one shower point. White Indian Pan and One Anglo Indian Commode. One twin tap, Commode Shower. Balcony: 2'-6" covered with brick work/or grill fittings.

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<u>Dinning</u>: One basin with white colour with tap, one water purifier point.

ELECTRICITY

Sufficient electric points as follows:

Main Entrance: One Light and one Calling Bell point.

Bedroom: One Tube, One fan, One plug, Double bracket point.

Balcony: One light, One plug point,

<u>Dining</u>: One Tube, One fan, One plug, Single Bracket, 15

Amps Plug for freeze, One D.P. Main Switch.

<u>Toilet</u>: One light, One fan (exhaust), One Geyser Point (only One Toilet).

<u>Kitchen</u>: One light, One fan (exhaust), One 15 Amps Plug points.

Water: 24 hours supply through Submersible & Municipal water connection.

Mother Meter/Common Lift: Proportionate cost of infrastructure i.e mother line and proportionate lift cost per unit/flat will be borne by the intending purchaser/s of the building exclusively for their respective allocation.

Extra works: Any extra works other than the standard schedule shall be charged extra and such amount shall be deposited by the owner or purchaser before the execution of such works.

*

(19)

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED & DELIVERED in presence of following

WITNESSES:

Agan. Baneg Slo-Swapan Banen jee. Barrack Pose Court

ANNAPURNA UDYOG

Bisworis Part

Sweit Changesborty

Partner

SIGNATURE OF THE DEVELOPER

Drafted by:

Alokende Bardpopa

ALOKENDU BANDYOPADHYA

Calcutta High Court, District Judge's Court Barasat, Barrackpore Court Enl. No.-WB-570/2004

Laser Setter:

Francisco Da

Preetam Das

(20)

Memo of Consideration

We, the land owners hereof do hereby received a sum of Rs. 30,000.00 (Rupees Thirty Thousand) only from the within named Developer/s as part payment of owners allocation in the following memo:

 Date
 Cheque No.
 Bank Name
 Amount

 15.09.2023
 000002
 8.0.8.
 Rs.
 30,000.00

Total Rs. 30,000.00

In Word: Rupees Thirty Thousand Only.

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING

WITNESSES:

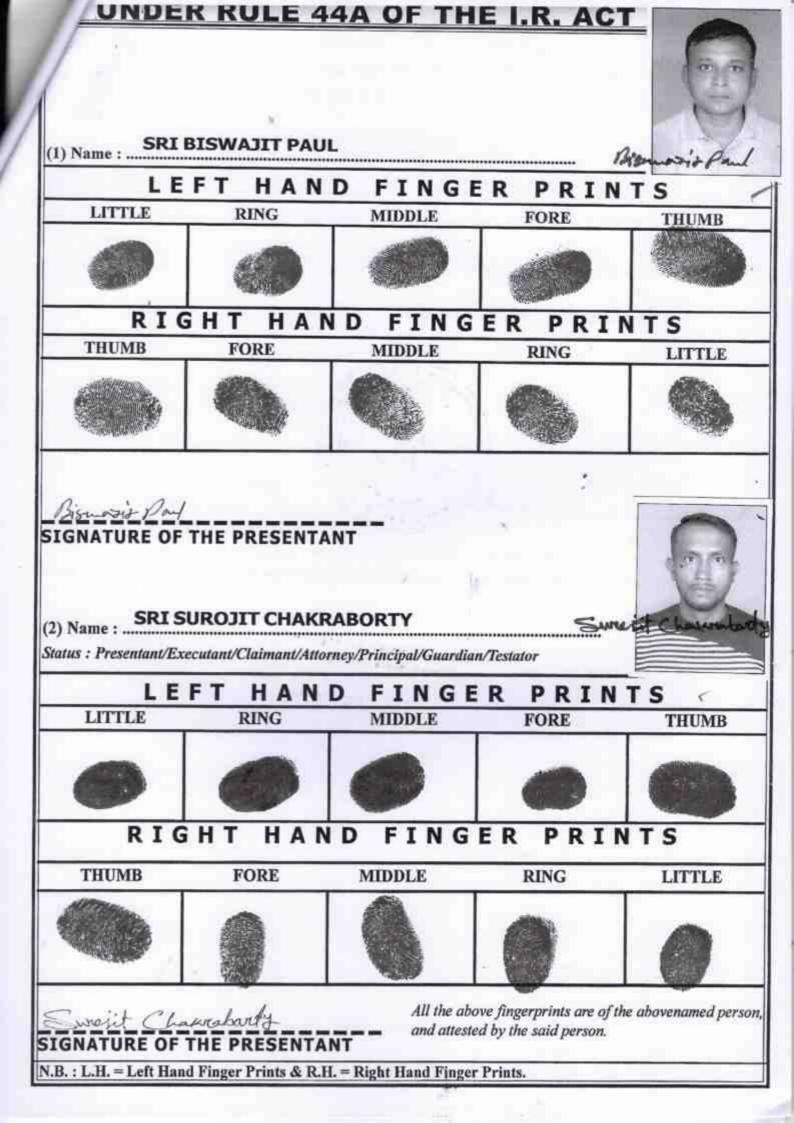
1. Ayan Banenjee Barraen Pore Court

Zalwharkar Bhattachary. Kwar chatter fre Road Kolkak-Joo 115

SIGNATURE OF THE LAND OWNER

Alakendu Bandyopadhyay Advocate

				(-)
Name :SM	T. CHANDRA D	AS	ره	andra
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Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS	Payment	Detail
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GRIPS Payment ID:

150920232022121713

5242

Fotal Amount: Bank/Gateway:

BRN:

Payment Status:

AXIS Bank

327643329 Successful Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

15/09/2023 10:45:27

IDIUSTEURS TO TOTAL

Online Payment

15/09/2023 10:46:16

GRIPS Portal

Depositor Details

Depositor's Name:

Mobile.

Alokendu Bandyopadhyay

9830075574

Payment(GRN) Details

SI. No. GR

GRN

Department

Amount (₹)

192023240221217141

Directorate of Registration & Stamp Revenue

5242

Total

5242

IN WORDS:

FIVE THOUSAND TWO HUNDRED FORTY TWO ONLY.

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

pages below.