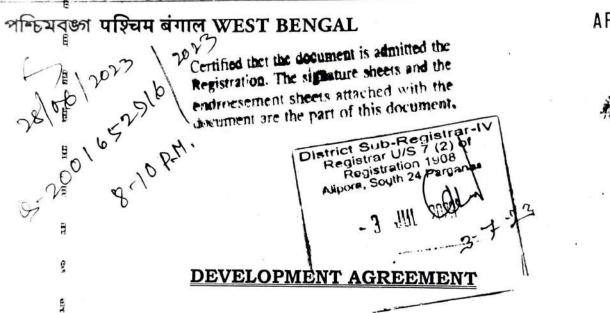


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THIS DEVELOPMENT AGREEMENT is made on this the

285 day of June Two Thousand Twenty Three (2023)

BETWEEN

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2 B JUN 2023

SRI MANOJ KUMAR CHAKRABORTY (PAN-ABWPC0562G), (Aadhaar No. 3138 7762 3727 son of Sudhir Kumar Chakraborty, by faith-Hindu, by Occupation-Retired, by Nationality- Indian, residing at 20F, Baishnabghata Road, Post Office-Naktala, Police Station- Netaji Nagar, Kolkata-700 047, District- South 24-Parganas, hereinafter called and referred to as the "LAND OWNER/ FIRST PARTY" (which expressions shall unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART:

AND

M/S SUDHA CONSTRUCTION, a Proprietorship Firm, having its principal place of business at 356/1G/1,N.S.C. Bose Road, Post Office-Naktala, Police Station-Netaji Nagar, Kolkata-700047, District-South 24 Parganas, represented by its sole proprietor namely SRI MUKUL SAHA, (PAN:AKLPS7797R) (Aadhaar No. 3920 9470 0429) son of Late Manindra Chandra Saha by faith- Hindu, by Nationality-Indian, by occupation-Business, residing at 356/1G/1,N.S.C. Bose Road, Post Office-Naktala, Police Station-Netaji Nagar, Kolkata-700047, District-South 24 Parganas DEVELOPER/ CONTRACTOR/SECOND PARTY hereinafter called and referred to as the (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, successors,

successor-in-office, nominee or nominees and/or assigns) of the **OTHER PART:**

WHEREAS one Akshay Kumar Bhattacharjee was the absolute Owner and absolutely seized and possessed of Bastu land measuring .85 Satak, comprised in Dag No. 133, under Khatian No. 241, J.L. No. 28, Touzi Nos. 56 & 151, Police Station-Jadavpur, Sub Registry Office at Alipore, District-24 Parganas (South).

AND WHEREAS said Akshay Kumar Bhattacharjee died intestate leaving behind his wife (without issue) as his legal heirs and representatives and after the demise of Akshay Kumar Bhattacharjee his wife as inherited the aforesaid property according to law.

AND WHEREAS said Basanta Kumari died intestate in the Bengali year 15th Kartick 1350 behind his deceased husband's brother's son namely Haricharan Bhattacharjee and as her legal heirs and representative and after the demise of Basanta Kumari her husband's brother' son inherited the aforesaid property according to law.

AND WHEREAS said Haricharan Bhattacharjee and Others executed a Deed of Partition on 15.08.1955 and which was registered in the Office of District Sub Registry at Alipore and

recorded in Book No. I, Volume No. 131, Page Nos. 1 to 16, Deed No. 7477 for the year 1955 and by the strength of this Deed of Partition Sri Haricharan Bhattacharjee got measuring 56 Satak of land comprised in Dag No. 133, under Khatian No. 241, J.L. No. 28, Touzi Nos. 56 & 151, Police Station-Jadavpur, District-24 Parganas (South).

AND WHEREAS said Hari Charan Bhattacharjee sold, transfer and conveyed land measuring 3 Cotahs 3 Chittacks 39 Square Feet, be the same or a little more or less, to Sri Haran Chandra Chakraborty on 06.02.1959 which was registered at the Office of Sub Registered at Alipore, recorded in Book No. I, Volume No. 30, Page Nos. 119 to 123, Being No. 968 for the year 1959.

AND WHEREAS said Haran Chandra Chakraborty sold, transfer and conveyed the said Bastu land measuring 3 Cottahs 3 Chittacks 39 Square Feet, be the same or a little more or less, comprided in Dag No. 133, under Khatian No. 241, J.L. No. 28, Touzi Nos. 56 & 151, Police Station-Jadavpur, District-24 Parganas (South) to Sri Manoj Kumar Chakraborty on 20.02.1985 which was registered in the Office of Sub Registered at Alipore and recorded in Book No. I, Volume No. 22, Page Nos. 98 to 111, Being No. 1288 for the year 1985 before registration the said Haran Chandra Chakraborty gifted his property

measuring 41 square feet in favour of Kolkata Municipal Corporation and now the land is physical measurement is 3 Cottahs 2 Chittacks 43 Square Feet and after purchased the said plot of land Sri Manoj Kumar Chakraborty mutated his name in the records of the KMC and now being known and numbered as 20F, Baishnabghata Road, Police Station-Jadavpur now Netaji Nagar, Kolkata-700047, within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 100, in the District of South 24 Parganas and enjoy the same by paying taxes and rates thereof as absolute joint recorded Owner and/or well and sufficiently entitled to the same without any disturbance from any quarter.

AND WHEREAS the LAND OWNER/FIRST PARTY being desirous of developing the said property were/are in search of a DEVELOPER/CONTRACTOR who has good financial strength and vast experience in the field of promotional venture.

AND WHEREAS the DEVELOPER/CONTRACTOR/SECOND

PARTY after coming to know the decision of the LAND OWNER/

FIRST PARTY approached the LAND OWNER/ FIRST

PARTY and stated that the DEVELOPER/ CONTRACTOR/

SECOND PARTY concerned would be able to construct a

Three/Four storied building upon the said land measuring 3

Corporation and now the land is physical measurement is 3 Cottahs 2 Chittacks 43 Square Feet and after purchased the said plot of land Sri Manoj Kumar Chakraborty mutated his name in the records of the KMC and now being known and numbered as 20F, Baishnabghata Road, Police Station-Jadavpur now Netaji Nagar, Kolkata-700047, within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 100, in the District of South 24 Parganas and enjoy the same by paying taxes and rates thereof as absolute joint recorded Owner and/or well and sufficiently entitled to the same without any disturbance from any quarter.

AND WHEREAS the LAND OWNER/FIRST PARTY being desirous of developing the said property were/are in search of a **DEVELOPER/CONTRACTOR** who has good financial strength and vast experience in the field of promotional venture.

AND WHEREAS the DEVELOPER/CONTRACTOR/SECOND

PARTY after coming to know the decision of the LAND OWNER/

FIRST PARTY approached the LAND OWNER/ FIRST

PARTY and stated that the DEVELOPER/ CONTRACTOR/

SECOND PARTY concerned would be able to construct a

Three/Four storied building upon the said land measuring 3

Cottahs 2 Chittacks 43 Square Feet, be the same or a little of land up to the maximum limit of floors more or less consisting of several self contained Flats & car parking space as per present rules and regulations of the etc. available Kolkata Municipal Corporation and all funds required for such DEVELOPER/ provided by the be construction will CONTRACTOR/ SECOND PARTY from its own funds and/or DEVELOPER/ said the other provided resources CONTRACTOR/ SECOND PARTY shall be entitled sell/transfer the balance available construction of the proposed construction to any intending buyer/buyers as per terms and conditions settled by the DEVELOPER/ CONTRACTOR/ SECOND PARTY as per its own choice after handing over possession of the LAND OWNER/ FIRST PARTY allocation mentioned hereinafter.

AND WHEREAS both the LAND OWNER/FIRST PARTY and the DEVELOPER/CONTRACTOR/SECOND PARTY agree to materialize the said proposal for construction of the proposed Three/Four Storied building therefore, discussed the matter for long to avoid all future disputes and differences and finally agreed to record the terms and conditions hereinafter mentioned since verbally agreed:

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

ARTICLE-I DEFINITION

The following terms and expressions will be used in these presents for several times and for abandoned precaution all the times the expression shall always mean and/or shall carry out the meaning in the following manners and language.

- OWNER: Shall SRI MANOJ KUMAR CHAKRABORTY son of Sudhir Kumar Chakraborty, residing at 20F, Baishnabghata Road, Post Office-Naktala, Police Station- Netaji Nagar, Kolkata-700 047, District- South 24-Parganas including his heirs, legal representatives, executors, administrators and assigns as mentioned as LAND OWNER/FIRST PARTY in this agreement.
- DEVELOPER/CONTRACTOR/SECOND PARTY:- Shall mean M/S SODHA CONSTRUCTION, a Proprietorship Firm, having its principal place of business at 356/1G/1,N.S.C. Bose Road, Post Office-Naktala, Police Station-Netaji Nagar, Kolkata-700047, District-South 24 Parganas, represented by its sole proprietor namely SRI MUKUL SAHA, (PAN:AKLPS7797R) (Aadhaar No. 3920 9470 0429) son of Late Manindra Chandra Saha by faith- Hindu, by Nationality-Indian, by occupation-Business, residing at 356/1G/1,N.S.C. Bose Road, Post Office-

Naktala, Police Station Netaji Nagar, Kolkata 700047, District.

South 2d Parganas including its successors, successors-inoffice, nominees and assigns as mentioned as DEVELOPER!

CONTRACTOR/SECOND PARTY in this agreement.

- PREMISES/PROPERTY: Shall mean ALL THAT piece or parcel of land measuring 3 Cottahs 2 Chittacks 43 Square Feet, be the same or a little more or less,, comprised in Dag Nos 133, under R.S. Khatian No. 241 of Mouza-Baishnabghata, J.L. No. 28, Touzi Nos. 56 & 151, R.S. No. 144, lying and situated at KMC Premises No. 20F, Baishnabghata Road, Police Station-Jadavpur now Netaji Nagar, Kolkata-700047, within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 100, District & Additional District-Sub Registry Office at Alipore, in the District of South 24 Parganas and particularly mentioned and described in the SCHEDULE-'A' hereunder written.
- PROPOSED BUILDING:— Shall mean Three/Four Storied building to be constructed on the said premises in accordance with the designed building plan to be prepared by the Architect of the DEVELOPER/CONTRACTOR/SECOND PARTY.

- prepared by the Architect of the DEVELOPER/
 CONTRACTOR/SECOND PARTY signed by the LAND
 OWNERS/FIRST PARTY herein and shall include any
 addition or alteration, modification, revision made by the
 DEVELOPER/CONTRACTOR/SECOND PARTY.
- OWNER'S ALLOCATION: Shall mean on completion of the proposed building the Owner shall be entitled to get three flats each measuring 640 square feet built up area on the ground, first and second floor and one shop room measuring 5 X 10=50 square feet on the ground floor in finished habitable conditions in all respects of the said Building to be constructed on the said premises mentioned in the SCHEDULE-'A' hereunder

 TOGETHER WITH a sum of Rs. 1,00,000/- (Rupees One Lakh) only at the time of signing of this Development Agreement and Rs. 4,00,000/- will pay by the Developer to the Owner at the time of handed over the vacate khas possession and Rs. 5,00,000/- only will pay by the Developer to the Owner at the time of complete of the said project.
- 7. The LAND OWNER/FIRST PARTY allocation including undivided proportionate share of land underneath the said

Building and proportionate right of common areas, facilities and amenities as are available in the said Building as well as in the said premises. The Owner's allocation will be handed over in finished and complete condition as per **SCHEDULE-'E'** below.

- 8. The <u>DEVELOPER/CONTRACTOR/SECOND PARTY</u> shall handover the possession of the Owner's allocation in the said building within 24 months from the date of execution of this agreement or handing over possession of the property mentioned in the <u>SCHEDULE-'A'</u> in favour of the <u>DEVELOPER/CONTRACTOR/SECOND PARTY</u> for construction of the proposed building whichever is later.
- The above allocation shall be treated as consideration price for the undivided proportionate share of the land attributable to the DEVELOPER/CONTRACTOR/SECOND PARTY allocation in the said Building. The aforesaid total consideration amount shall be apportioned in various Deeds of Conveyance or Conveyances to be executed by the LAND OWNER/FIRST PARTY to give effect to the purpose of the project.
- 10. Except the above allocations, the LAND OWNER/FIRST

 PARTY shall not claim or demand any other extra allocation or
 any monetary consideration from the DEVELOPER/

 CONTRACTOR/ SECOND PARTY for the sale of

DEVELOPER/ CONTRACTOR/ SECOND PARTY'S allocation in the said Building to be constructed in the said property.

- The **LAND OWNER/FIRST PARTY** allocation is morefully mentioned in the **SCHEDULE-'B'** hereunder written.
- 12. DEVELOPER/CONTRACTOR/ SECOND PARTY

 ALLOCATION:— Shall mean the remaining constructed area of
 the said building to be constructed at the said premises after
 allocation to the LAND OWNER/FIRST PARTY including
 proportionate share of land and common facilities and absolute
 right to enter into agreement for sale or any type of transfer,
 lease or in any way deal with the same as the absolute Owner
 thereof in the manner hereinafter provided.
- may be appointed by the **DEVELOPER/ CONTRACTOR/ SECOND PARTY** for making plan and supervising the construction of the building.
- share of the costs, charges and expenses for working, maintenance upkeep, repair and replacement of the common parts.

- 15. COMMON AREAS AND COMMON FACILITIES:- Shall include corridors, stairways, passageways, common toilets, pump room, roof, water pump and motor, water tank and water reservoir and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the building which shall always remain as joint property of the Owner and the DEVELOPER/CONTRACTOR/SECOND PARTY and/or their nominee or nominees.
- transfer of possession and by any other means adopted for effecting that is understood as transfer of undivided and impartible share of land to the purchaser/s thereof in strict adherence to the concept of transfer as prescribed by the law of the land.
- words: Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders.

ARTICLE-II, COMMENCEMENT

This Agreement shall be deemed to have commenced with effect from the date of signing of this agreement and time is the essence of the contract.

ARTICLE-III, OWNERS' RIGHTS AND REPRESENTATION

- 1) The LAND OWNER/FIRST PARTY herein are the absolute Owner in respect of the said premises more fully and particularly described in the SCHEDULE-'A' hereunder written.
- The abstract of title of the LAND OWNER/FIRST PARTY in respect of their property as mentioned hereinabove is true and correct.
- OWNER/FIRST PARTY herein and no person or persons other than the LAND OWNER/FIRST PARTY have any right of occupancy, easement of otherwise therein.
- The LAND OWNER/FIRST PARTY have paid all the taxes and impositions in respect of the said premise up to date and the LAND OWNER/FIRST PARTY have agreed to clear all the corporation taxes and Govt. Rents, if anything due till the date of commencement of construction of the said building or till handing over possession of the same to DEVELOPER/CONTRACTOR/SECOND PARTY for construction.
- There are no suits and/or legal proceeding and/or litigation pending in any court involving the question of title to the said premises or any part thereof and involving the LAND OWNER/FIRST PARTY neither there are any separate agreement or agreements with anyone else relating to the said premises.

- OWNER/FIRST PARTY with Income Tax, Wealth Tax, Gift Tax and/or other appropriate body or authorities that may affect the said premises in any manner whatsoever. Neither the said premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other public demand.
- 7) That the said premises is free from all mortgages, charges, loans, liens, lispendens, attachments, acquisition, requisition and any other encumbrances whatsoever.
- No proceeding has been initiated or are pending in respect of the said premises in the office of the Urban Land (Ceiling and Regulation) Act. 1972.
- 10) The said premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the LAND OWNER/FIRST PARTY.
- 11) The LAND OWNER/FIRST PARTY herein are fully and sufficiently entitled to enter into this agreement.
- 12) Irrespective of what has been stated above it shall be the obligation of the LAND OWNER/FIRST PARTY to make out a marketable title in respect of the said premises.
- 13) The LAND OWNER/FIRST PARTY shall have the right to verify or get verified by their men/agents (authorized or technical person) if construction is carried on as per

specification in the Fifth Schedule with good and standard materials, in case it is found that there is any deviation in respect of the specification then the **DEVELOPER/CONTRACTOR/SECOND PARTY** shall be bound to solve the problem by providing the standard materials in the said construction work.

14) The LAND OWNER/FIRST PARTY will be liable for or responsible execute a Deed of Gift the KMC from his land.

ARTICLE-IV, DEVELOPER/CONTRACTOR/ SECOND PARTY RIGHT

- The LAND OWNER/FIRST PARTY hereby grant subject to 1) what have been hereunder provided exclusive right to the DEVELOPER/CONTRACTOR/SECOND PARTY to construct new multistoried building thereon in accordance with the with or without any amendment and/or building plan modification thereto. All application and other papers and documents as may be necessary shall be prepared and submitted by the DEVELOPER/ CONTRACTOR/ SECOND PARTY on behalf of the LAND OWNER/ FIRST PARTY at the DEVELOPER/ CONTRACTOR/ SECOND PARTY own costs and expenses and the DEVELOPER/ CONTRACTOR/SECOND PARTY shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for aforesaid purpose.
- Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the LAND OWNER/FIRST PARTY of the said premises or any part thereof to the

DEVELOPER/CONTRACTOR/SECOND PARTY or as creating any right, title or interest in respect thereof to the DEVELOPER/ CONTRACTOR/SECOND PARTY other than an exclusive license for the purpose of development of the said premises in terms hereof and to deal with their allocation after providing the LAND OWNER/FIRST PARTY'S Allocation as per terms hereby presented.

ARTICLE-V POSSESSION

Possession of the said premises shall be handed over by the LAND OWNER/FIRST PARTY to the DEVELOPER/CONTRACTOR/SECOND PARTY on the date as per requisition of the DEVELOPER/CONTRACTOR/SECOND PARTY for proceedings with preparation of formalities for construction.

ARTICLE - VI PROCEDURE

1) The LAND OWNER/FIRST PARTY shall grant proper authority to the DEVELOPER/CONTRACTOR/SECOND PARTY and/or its' nominee or nominees by executing a General Power of Attorney as may be required by the DEVELOPER/CONTRACTOR/SECOND PARTY for the purposes of the construction of the building on the said premises and represent the LAND OWNER/FIRST PARTY for all purposes in connection with the construction work of the building before the appropriate authorities PROVIDED HOWEVER the same shall not create any financial liabilities upon the LAND OWNER/FIRST PARTY for construction of the multi-storied building in any manner whatsoever.

- Apart from the execution of the General Power of Attorney the LAND OWNER/FIRST PARTY hereby undertake that he will sign all papers, documents, deeds etc. required for the construction of the building at the DEVELOPER/CONTRACTOR/SECOND PARTY costs as per requisition of DEVELOPER/CONTRACTOR/SECOND PARTY.
 - However after issuing registered General Power of Attorney in favour of the DEVELOPER/CONTRACTOR/SECOND PARTY, the LAND OWNER/FIRST PARTY shall always sign the Building plan and other related papers for the building plan and also all papers for modification or amendment thereof without disturbing the LAND OWNER/FIRST PARTY Allocation.

ARTICLE-VII DEALING OF SPACE IN THE BUILDING

- The DEVELOPER/CONTRACTOR/SECOND PARTY herein shall on completion of the new building put the LAND OWNER/FIRST PARTY into undisputed possession of the LAND OWNER/FIRST PARTY'S Allocation TOGETHER WITH the rights in proportionate share of land, common areas, facilities and amenities. The LAND OWNERS/FIRST PARTY Allocation shall be completed in all respect and shall be provided with the fixtures and fittings and all amenities as set out in the SCHEDULE-'E' hereinafter stated.
- The LAND OWNER/FIRST PARTY shall be entitled to transfer or otherwise deal with LAND OWNERS/FIRST PARTY'S Allocation in the new building to be constructed by the

DEVELOPER/CONTRACTOR/SECOND PARTY without prejudice to the interest of the DEVELOPER/ CONTRACTOR/SECOND PARTY for construction of the proposed building.

- The **DEVELOPER/CONTRACTOR/SECOND PARTY** shall be exclusively entitled to the **Developer's** Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same to any person or persons without any prior information to the **LAND OWNER/FIRST PARTY** herein and the **LAND OWNER/FIRST PARTY** shall not in any way interfere with or disturb the quiet and peaceful possession of the **Developer's** Allocation.
- After completion of the building in all respect and on getting 4) Owner's own allocation, the LAND OWNER/FIRST PARTY shall execute the Deed of Conveyance or Conveyances as the Vendors in favour of the DEVELOPER/ CONTRACTOR/ SECOND PARTY or its nominee or nominees or intending Purchaser/s in such part as shall be required for the DEVELOPER/CONTRACTOR/SECOND PARTY'S allocation PROVIDED HOWEVER the costs of such Deed of Conveyance or Conveyances, including stamps and registration expenses and all other legal expenses shall be borne and paid by the DEVELOPER/CONTRACTOR/SECOND PARTY or its' nominee or nominees or intending Purchaser/s and in the said Deed of Conveyance/s the LAND OWNER/FIRST PARTY themselves as Vendors if necessary or the LAND OWNER/ FIRST PARTY shall execute and register the Power of Attorney favour of the DEVELOPER/CONTRACTOR/SECOND PARTY for execution and registration of the Deed of

Conveyance/s for the sale of Flats, and other spaces in **DEVELOPER/ CONTRACTOR/ SECOND PARTY** Allocation of the said building on behalf of the **LAND OWNER/FIRST PARTY**

The ultimate roof of the said building shall be treated as common for all other occupiers of the said building to be constructed over the said premises. It is further agreed that if law permits and the **DEVELOPER/CONTRACTOR/SECOND**PARTY makes any further construction over the ultimate roof then such construction will be divided proportionately by and between the parties.

ARTICLE - VIII, BUILDING

- The DEVELOPER/CONTRACTOR/SECOND PARTY shall at its own costs and expenses construct, erect and complete the building at the said premises in accordance with the designed plan and in conformity with such specification, with the best basic materials with intent that the said building will be a decent and well built construction in accordance with the materials as are mentioned in the SCHEDULE-'D' hereunder written.
- Subject as aforesaid the decision of the Architect engaged in the said project by the **DEVELOPER/CONTRACTOR/SECOND**PARTY regarding the quality of the basic building material shall be final and binding on the parties hereto.
- The DEVELOPER/CONTRACTOR/SECOND PARTY at its own costs and expenses shall be authorized in the names of the LAND OWNER/FIRST PARTY if necessary to apply and obtain quotas and other allocations for cement, steel, bricks and other building materials, allocable to the LAND OWNER/FIRST

PARTY for the construction of the building and similarly apply from and obtain temporary and permanent connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction and enjoyment of the building.

4) The **DEVELOPER/CONTRACTOR/SECOND PARTY** shall at its own costs and expenses construct and complete the said new building and various units and/or permanent apartments and other spaces therein in accordance with the building plan.

ARTICLE-IX COMMON FACILITIES

- and bear all property taxes and other dues and outgoings in respects of the said premises from the date of taking possession from the LAND OWNER/FIRST PARTY for construction of the proposed building up to the date of handing over the possession of the LAND OWNER/FIRST PARTY'S allocation in the new building all taxes, duties, revenues, pertaining thereon shall be borne by the LAND OWNER/FIRST PARTY. Tax for the midterm period of the said construction shall be borne by the DEVELOPER/CONTRACTOR/SECOND PARTY.
- After completion of the building as per building plan and specification and handover of the allocation to the LAND OWNER/FIRST PARTY, the LAND OWNER/FIRST PARTY and the DEVELOPER/CONTRACTOR/SECOND PARTY. shall punctually and regularly pay the rates and taxes for their

concerned portion to the concerned authorities and both shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever arising out of their respective allocations.

Any transfer of any part of the LAND OWNER/FIRST PARTY'S allocation in the new building shall be subject to other provisions hereof and the party of the LAND OWNER/FIRST PARTY thereafter will be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to them.

ARTICLE- X, COMMON RESTRICTION

- 1. The LAND OWNER/FIRST PARTY allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the DEVELOPER/CONTRACTOR/ SECOND PARTY allocation in the building intended for common benefits of all occupiers of the building which shall include the follows:-
- 2. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 3. Neither party shall demolish or permit demolition of any wall or other structure in his/her/their respective allocation or any portions thereof or make any structural alteration without the previous consent of the other in this behalf.

- 4. Neither party shall transfer or permit to transfer from their respective allocations or any portion thereof unless:
 - a. Such party shall have observed and performed all terms and conditions on their respective parts to be observed and/or performed.
 - b. The proposed transferee shall have given a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in that respect in relation to the area to be in his/her/their possession.
 - 5. Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, statutory bodies and/or local bodies as the case may be and shall bound to answer and be the responsible for any deviation and/or breach of any of the said laws, bye-laws and regulations.
 - 6. The respective allottee shall keep the interior walls, sewers, 'drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers

- of the said building harmless and indemnified from and against the consequences of any breach
- 7. No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 8. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

ARTICLE-XI, OWNER'S OBLIGATION

- The LAND OWNER/FIRST PARTY do hereby agree and covenant with the DEVELOPER/CONTRACTOR/SECOND PARTY not to do any act, deed or thing whereby the DEVELOPER/ CONTRACTOR/SECOND PARTY may be prevented from selling, assigning and/or disposing of any part of the building or at the said premises.
- The LAND OWNER/FIRST PARTY do agree and covenant with the DEVELOPER/CONTRACTOR/SECOND PARTY not to cause any interference or hindrance in the construction of the said building at the said Premises to be constructed by the DEVELOPER/CONTRACTOR/SECOND PARTY excepting on reasonable grounds.
- 3) The LAND OWNER/FIRST PARTY shall handover original copies of the deeds and documents in connection with the said

property to the **DEVELOPER/CONTRACTOR/SECOND PARTY** at the time of execution of this agreement.

- 4) The LAND OWNER/FIRST PARTY do agree and covenant with the DEVELOPER/CONTRACTOR/SECOND PARTY not to let out, lease, mortgage and/or charges the said Premises or any portion thereof without the consent in writing of the DEVELOPER/CONTRACTOR/SECOND PARTY during the period of construction and till the date of completion of the total transaction in pursuance of these presents.
- The LAND OWNER/FIRST PARTY will not be liable for or responsible for any financial obligation of the DEVELOPER/ CONTRACTOR/SECOND PARTY towards any bank/financial institution or any individual.

ARTICLE-XII, DEVELOPER/CONTRACTOR/ SECOND PARTY OBLIGATION

- agrees and covenants with the LAND OWNER/FIRST PARTY to handover the Owner's Allocation within 24(Twenty Four)

 English calendar months from the date of execution of this agreement or handing over possession of the property for construction of the proposed building whichever is later. Time in this respect shall be deemed to be the essence of contract in the agreement.
- 2) The **DEVELOPER/CONTRACTOR/SECOND PARTY** hereby agrees and covenants that it shall strictly follow the rules and regulations of the building rules during the construction and not to do any act, deed or thing whereby the **LAND OWNER/FIRST PARTY** are prevented from enjoying, selling,

- assigning and/or disposing of any of the Owners' allocation in the said premises.
- The DEVELOPER/CONTRACTOR/SECOND PARTY shall not have any right, title and interest in the Owners' Allocation together with proportionate share of common land, facilities and amenities which shall solely and exclusively belong and continue to belong to the DEVELOPER/ CONTRACTOR/SECOND PARTY.
 - That the **DEVELOPER/CONTRACTOR/SECOND PARTY** shall construct the building in accordance with the designed building plan, consequences of any deviation from the plan which may invite any objection from the appropriate authority/ies shall be the sole responsibility of the **DEVELOPER/ CONTRACTOR/SECOND PARTY**.
 - The DEVELOPER/CONTRACTOR/SECOND PARTY shall not assign the benefits of this agreement to any one and the DEVELOPER/CONTRACTOR/SECOND PARTY shall execute the construction work of the project by itself but the DEVELOPER/ CONTRACTOR/SECOND PARTY shall have liberty to appoint contractor for any of the proposed building.
 - The DEVELOPER/CONTRACTOR/SECOND PARTY herein shall arrange to demolish the existing building on the said premises by its own cost and effort and the DEVELOPER/CONTRACTOR/SECOND PARTY shall be the sole authority to get the price for the sale of old building materials, fittings and fixtures of the existing building.

ARTICLE-XIII, LANDOWNER/

FIRST PARTY INDEMNITY

The LAND OWNER/FIRST PARTY do hereby undertake that the DEVELOPER/CONTRACTOR/SECOND PARTY shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance from the LAND OWNER/FIRST PARTY provided that they should perform and fulfill all the terms and conditions herein contained and/or their part to be observed and performed.

ARTICLE-XIV DEVELOPER/CONTRACTOR/ SECOND PARTY INDEMNITY

- 1) The **DEVELOPER/CONTRACTOR/SECOND PARTY** hereby undertakes to keep the **LAND OWNER/FIRST PARTY** indemnified against all Third party's claims and actions arising out of any sort of act or commission or omission of the **DEVELOPER/ CONTRACTOR/SECOND PARTY** in or related to the construction of the said building.
- The **DEVELOPER/CONTRACTOR/SECOND PARTY** hereby undertakes to keep the **LAND OWNER/FIRST PARTY** indemnified against all actions, suits, costs and proceedings and claims that may arise out of the **DEVELOPER/CONTRACTOR/SECOND PARTY'S** actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein.

ARTICLE-XV, MISCELLANEOUS

- The LAND OWNER/FIRST PARTY and the DEVELOPER/
 CONTRACTOR/SECOND PARTY have entered into this
 Agreement purely as a Joint Venture basis and nothing
 contained herein shall be deemed to construe as a partnership
 between the parties hereto in any manner whatsoever nor shall
 be the parties hereto constitute as an Association of persons.
- 2) It is understood from time to time to facilitate uninterrupted construction of the DEVELOPER/ building the by CONTRACTOR/SECOND PARTY various deeds, documents, matters and things not herein specified may be required to be done and duly signed by the LAND OWNER/FIRST PARTY relating to which specific provision may not have been mentioned herein. The LAND OWNER/FIRST PARTY hereby undertake to do all such acts, deeds, matters and things and to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the LAND OWNER/FIRST PARTY and/or against the spirits of these presents. The LAND OWNERS/FIRST PARTY agree to put their signature in case of any fresh building plan and all other relating documents for the construction of the said multistoried building without creating any infringement to the rights of the LAND OWNER/FIRST PARTY.
- The LAND OWNER/FIRST PARTY shall not be liable for any Income-tax, Property tax or any other taxes in respect of the DEVELOPER/CONTRACTOR/SECOND PARTY'S Allocation, which is the sole responsibility of the DEVELOPER/CONTRACTOR/SECOND PARTY and it always keeps the

LAND OWNER/FIRST PARTY indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- Any notice required to be given by the DEVELOPER/
 CONTRACTOR/SECOND PARTY to the LAND OWNER/FIRST
 PARTY shall without prejudice to any other mode of service
 available be deemed to have served on the LAND
 OWNER/FIRST PARTY if delivered by hand and duly
 acknowledge or send by prepaid registered post with
 acknowledgement due to the last known address of the LAND
 OWNER/FIRST PARTY and vice-versa.
- 5) From the date of delivery of possession of the new building, each party shall be liable to pay and bear proportionate share of taxes payable in respect of each respective spaces.
- As soon as the new building is completed within the time hereinabove mentioned, the **DEVELOPER/ CONTRACTOR/**SECOND PARTY shall give written notice to the **LAND**OWNER/FIRST PARTY regarding Owners' Allocation in the proposed building.
- The building proposed to be constructed by the **DEVELOPER/ CONTRACTOR/SECOND PARTY** shall be made at their own costs and expenses fully in accordance with the specification as mentioned and described in the **SCHEDULE-'D'** hereunder written.
- 8) That the **DEVELOPER/CONTRACTOR/SECOND PARTY** shall submit a sketch plan of the proposed building to the **LAND**

- OWNER/FIRST PARTY for the approval before starting of the construction work of the new building.
- That the LAND OWNER/FIRST PARTY hereby fully agree and consent that the DEVELOPER/CONTRACTOR/SECOND PARTY shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit of commercial exploitation of the proposed new building from the date of execution of this agreement and on completion of the said building or earlier all such advertisements and hoardings shall be cleared of by the DEVELOPER/ CONTRACTOR/SECOND PARTY at its own costs.
 - The original agreement and a Xerox copy of the all deeds and documents in respect of the said property shall be kept at the city office of the **DEVELOPER/CONTRACTOR/SECOND PARTY** or at the office of the agent for the inspection of the intending purchaser/s.
 - The LAND OWNER/FIRST PARTY shall not be liable and/or responsible for any accidents, mishaps, and/or incidents endangering, causing and/or resulting any sort of injury, loss of life, limb or property of any human being whether or not involved in the construction/project of development of the said property.

ARTICLE - XVI

JOINT OBLIGATION

The **DEVELOPER/CONTRACTOR/SECOND PARTY** shall develop and construct the said multi storied building on the said land after utilizing the available F.A.R. as per present rules in vogue.

- 2) The LAND OWNER/FIRST PARTY will lend his name and signatures in all lawful paper/plans/documents and deeds in (Xerox copy) those may come on the way of the DEVELOPER/ CONTRACTOR/ SECOND successful PARTY for implementation of the project since the project will be promoted in the LAND OWNER/FIRST PARTY'S name and under the LAND OWNER/FIRST PARTY'S authority but all legal or any other kind of liabilities will be borne by the DEVELOPER/ only and not by LAND CONTRACTOR/SECOND PARTY OWNER/FIRST PARTY as because any loss or profit of the project is not concerned with the LAND OWNER/FIRST PARTY.
- That all legal works relating to the project shall be done by the Advocate of the **DEVELOPER/CONTRACTOR/SECOND**PARTY.
- That this Agreement shall also be treated as cancelled if the construction work of the said multi-storied Building is not completed within the period of **24(Twenty Four) months** from the date of execution of this agreement or hand over possession for construction the Building project whichever is later.

ARTICLE-XVII, LEGAL PROCEEDINGS ARBITRATION

All disputes or differences arising out of or in relation to this Agreement shall be firstly mutually discussed and resolved by the parties hereto. In case the disputes and differences are not mutually resolved within sixty (60) days after formal written notice of dispute or differences has been given by one party to the other but continue to subsist, the same shall be referred to

the Arbitration to adjudicate the disputes and differences between the parties.

- B) The venue of Arbitration shall be at Kolkata and all documentations and oral proceedings shall be conducted in the English Language. The award shall also be made in the English Language.
- Save and except what have been specifically stated herein above all disputes and differences between the parties arising out of the meaning of the construction of the Agreement or their respective rights and liabilities as per this Agreement shall be settled mutually in presence of well wishers of each party.
- D) **NOTWITHSTANDING** the foregoing provisions herein as above the right to sue for specific performance of this contract or for damages by cancellation of this Agreement as per penal clause by any against the other as per terms of the Agreement shall remain unaffected.

ARTICLE-XVIII JURISDICTION

1). For adjudication of dispute and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or building the Ld. Court of Kolkata having jurisdiction over the said property will be the actual forum.

ARTICLE-XIX, FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent in respect of existence of 'Force Majeure'.

- Force Majeure shall mean flood, earthquake, tempest, riot, labour strike and/or other act or commission beyond the control of the parties hereto.
- 3) In case of Force Majeure, the time for completion of the construction of the building shall be extended.

Be it noted that by the Development Agreement the Developer shall only be entitled to receive consideration money by executing Agreement/ Final document for transfer of property as per provision let down in the said documents as a Developer without getting any ownership of any part of the property under Schedule. This Development Agreement shall never be treated as the Agreement/Final document for transfer of property between the Owner and the Developer in any way. The clause shall have overriding effect to anything written in this documents in contrary to this clause.

THE SCHEDULE-'A' ABOVE REFERRED TO

(Description of the Total Property)

ALL THAT piece or parcel of land measuring 3 Cottahs 2 Chittacks 43 Square Feet, be the same or a little more or less,, comprised in Dag Nos 133, under R.S. Khatian No. 241 of Mouza-Baishnabghata, J.L. No. 28, Touzi Nos. 56 & 151, R.S. No. 144, lying and situated at KMC Premises No. 20F, Baishnabghata Road, Police Station-Jadavpur now Netaji Nagar, Kolkata-700047, within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 100, District & Additional District-Sub Registry Office at Alipore, in the

District of South 24 Parganas together with all easements rights appurtenant thereto. The said property is butted and bounded as follows:-

ON THE NORTH: By 12 Feet wife KMC Black Top Road;

ON THE SOUTH: By R.S. Dag No. 133;

ON THE EAST : By R.S. Dag No. 163

ON THE WEST: By Land wife of Tinkari Mukherjee;

THE SCHDULE-'B' ABOVE REFERRED TO (OWNER'S ALLOCATION)

Owners' Allocation are scheduled as follows:-

measuring 640 square feet built up area on the ground, first and second floor and one shop room measuring 5 X 10=50 square feet on the ground floor in finished habitable conditions in all respects of the said Building to be constructed on the said premises together with proportionate share of land under SCHEDULE-'A' together with all common facilities and amenities attached thereto which is described as Owners' Allocation to be provided by the DEVELOPER/ CONTRACTOR/SECOND PARTY in finished habitable condition and will get a sum of Rs. 1,00,000/- (Rupees One Lakh) at the time of signing of this Development Agreement and Rs. 4,00,000/- will pay by the

Developer to the Owner at the time of handed over the vacate khas possession and Rs. 5,00,000/- only will pay by the Developer to the Owner at the time of complete of the said project.

THE SCHDULE-'C' ABOVE REFERRED TO (DEVELOPER/CONTRACTOR/SECOND PARTY ALLOCATION)

Remaining constructed area of the said Building will be utilized by the DEVELOPER/CONTRACTOR/SECOND PARTY as DEVELOPER/CONTRACTOR/SECOND PARTY allocation consisting of several flats in different floors and Other Spaces. If any of the building to be constructed in the SCHEDULE-'A' along with undivided proportionate share of land of the Schedule-"A" property together with the common areas, facilities and amenities as are available or to be available in the said building.

Owner shall be liable to transfer the aforesaid allocation to Developer/Contractor/Second Party or its nominee/s as per requisition of the Developer/Contractor/Second Party by way of Registered Deed of Conveyance/s if necessary or the Owner shall execute and register the General Power of Attorney in favour of the Developer/Contractor/Second Party for execution and registration of the Deed of Conveyance/s for the sale of flats and other spaces in

Developer/Contractor/Second Party's Allocation of the said building on behalf of the Owner

THE SCHDULE-'D' ABOVE REFERRED TO (COMMON AREAS, PORTIONS)

I. Areas :-

- a) Entrances and Exists.
- b) Boundary Walls and Main Gate of the Premises
- c) Staircase, stair landings in all floors, stair head room and lobbies on all the floors of the building.
- d) Entrance lobby, electric/utility room, water pump room, generator room (if any)
- e) The Ultimate Roof.

II. Water, Pumping and Drainage :

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b), Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.

III. Electrical Installations:

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive portion of any Unit and/or exclusively for its use).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner/ First party.

THE SCHEDULE "E" ABOVE REFERRED TO TECHNICAL SPECIFICATION OF WORK ANNEXURE-A

NAME OF COMPLETION: Approximately 24 months in addition as per mutual understanding.

FOUNDATION: The building is designed on R.C.C. footing and frames as per design of the structural Engineer.

<u>WALLS:</u> All the external walls shall be of 200 mm thick brick wall with cement Plaster. All internal portion walls shall be 75 mm, thick brick wall with Both side cement plaster. Walls between two flats 125mm thick.

<u>DOORS</u>: Salwood and all doors shutters shall be 32 mm thick flash doors with one coat white primer and paint fittings such as M.S. Hings, only main door with handles aluminum tower bolt, door stopper, vision apparatus shall be provided to main door.

<u>WINDOWS:</u>- All the windows shall be steel frame with integrated grill (18 mm X 5 mm) with glass panes and handles with one coat of primer over a coat of prim over a coat of red-oxide paint.

FLOORING: All the flooring shall be marble or tiles to be provided at bed room land living dining toilet and kitchen floor covered with Kumari marble, 3-0 height glass tiles should be provided over kitchen plat from (Black stone table top) 6 -0 height glazed tiles should provided at toilet.

INTERNAL FINISHING TO WALL: All internal walls, ceilings, rooms, verandah finishing to kitchen cum dining living and toilets shall be finished in wall putty except staircase.

SANITARY PLUMBING: All the internal horizontal soil and waste and water pipe shall be of 50 mm and 100 mm dia C.I/P.V.C. pipes joined in cement. All the vertical vent and waste water pipes shall be in 50 mm to 100mm dia C.I/P.V.C. pipes joint with cement mortar and exposed to walls. All the rain water pipes shall be 100 mm Dia in good quality. All the water supply pipes shall be within (Ori plast and G.I.) exposed to walls. All the sanitary and toilet will be of white Orissa type pan with low down P.V.C. cistern 1 No. all bath room fittings two water points and UP to 5`-0`` height side wall tiles.

ELECTRIFICATION: All the internal wiring shall be concealed in polythene conduct, all switch board of M.S. Flush with wall with "Acrylic" over and all switches of "Pritam" brand.

- a. **Bed Room**: one tube point, one night lamp point, one fan point, one A.C. Point, one plug point.
- b. Living cum Dining Room: Two light points, one fan point, one plug point.
- c. **Kitchen**:- One light point, one Exhaust fan point and one plug point.
- d. **Bat Room**: One light point, one Exhaust fan point, one Geyser Point.
- e. Verandah :- One light point.

WATER SUPPLY: Each flat shall be provided with water supply lines from P..C. overhead water tank and the said cover head water tank shall be filled up by water from the underground (semi) water reservoir for all the flats. Stored water will be supplied from Corporation water supply.

GENERAL: All the internal approach roads/passages shall be cement concerned (jhama) and on edge of brick point, brick boundary wall up to height of 5 with both side plaster. Each flat shall have separate C.E.S.C. meter and the cost will be borne by Individual flat Owner. Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the purchases in Advance. Maintenance of the flats at proportionate cost will be managed by the flat Owner. Extra cost is to be paid in advance to the developer. Any extra work should be treated with extra work rate which will be settled as per the present market rate.

KMC Completion Certificate will be obtained by the Developer, at its own cost and expenses prior to handing over of the Owner's allocation and the intending Purchaser of Developer's allocation. Maintenance cost of the flat will be borne by the flat Owners proportionately.

IN WITNESS WHEREOF the PARTIES hereto set and subscribed their respective hands and this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the

PARTIES at Kolkata in the Presence of :-

WITNESSES :-

1. Bani Chakenalborby 20 F Baisnab ghataRd Kol-47

Tony enemy.

Signature of the <u>OWNER</u>

2. Bandipan Chahrenborty 20F, Baishaab Ghata Road, Kol - 700047.

SUDHA CONSTRUCTION

Oaka

Proprietor

Signature of the $\underline{\mathbf{DEVELOPER}}$

Drafted by me:-

Say Santra Advocate WB 1738/2003

Alipore Judges' Court, Kolkata-700 027.

Computer Print by:

Alipore Judges' Court, Kolkata-700 027.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **DEVELOPER**, the within mentioned sum of Rs. 1,00,000/- (Rupees One Lakhs) only by the above named Owneras per Memo hereunder written:-

Dated

Cheque No.

Bank & Branch

Amount

1,00,000/-

28/6/23

Cash

Total: Rs. 1,00,000/-

=========

(Rupees One Lakh) only.

WITNESSES :-

1. Bani Chakstaleordy

Signature of the **OWNER**

2. Sandipour Chaheabarty

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	Right Hand					
Name						
Signature	••••••	***************************************				

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Name MUKUL SAHA Signature Mukul Dala

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	Right Hand					

Name

Signature



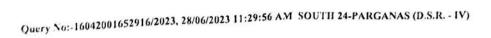
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16042001652916/2023

I. Signature of the Person(s) add

SI	Nome	Name of the Execution at Private Residence.							
No.	- THE EXECU	tant Category	Photo		Finger Print	Signature with			
1	Mr MANOJ KUMAR CHAKRABORTY 20 BAISHNABGHATA ROAD, City:-, P.O:- NAKTALA, P.S:- Jadavpur, District:-Si 24-Parganas, West Bengal, India, PIN:- 700047	OF,				1) ong Cheles Ly			
SI No		tant Category	Photo	51 (Finger Print	Signature with date			
2	Mr MUKUL SAHA 356/1G/1, N.S.C. BC ROAD, City:-, P.O:- NAKTALA, P.S:- Jadavpur, District:-Sc 24-Parganas, West Bengal, India, PIN:- 700047	Developer [MS				man Jahr 28/08/2029			
SI No.	Name and Address of identifier	ldent	ifier of	Photo	Finger Pri	nt Signature with date			
1	Mr SAMIR ADHIKARY Son of Mr ANIL ADHIKARY 159, SREERAMPUR ROAD, City:-, P.O:- GARIA, P.S:-Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700084	Mr MANOJ KUM CHAKRABORTY SAHA				28/6/2023			



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1604-2023; Page from 260802 to 260855
being No 160408176 for the year 2023.



Digitally signed by ANUPAM HALDER Date: 2023.07.10 10:58:25 +05:30 Reason: Digital Signing of Deed.

(Men).

(Anupam Halder) 2023/07/10 10:58:25 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.