

10/77/23

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**DEVELOPMENT AGREEMENT**

THIS **DEVELOPMENT AGREEMENT** is made, effected, instrumented and executed on this the 22nd day of SEPTEMBER 2023 (Two Thousand and Twenty Three A.D.)

**BY AND BETWEEN**

**ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED (PAN: AAHCA4852G & CIN: U45400WB2008PTC131075),** a Company duly registered and incorporated under the provisions and meaning of the Companies Act, 1956 as amended in 2013, having its registered office at premises No. 152/3/5, Salkia School

Certified that the document is  
admitted to registration. The  
Signature Sheet and endorsement  
which are attached to this  
document are also part of this  
document.



Road, Post Office - Salkia, Police Station - Golabari, Howrah-711 101 duly represented by its Directors namely, **SRI PRAKASH KHAITAN (PAN: AFRPK5043D, AADHAR: 4451 7131 1628 & DIN: 07666828)**, son of Late Narmal Khaitan, by faith Hindu, by occupation Business, residing at the premises No. Panchsheel Apartment, Block-G, 404, 493/B/1, G.T. Road (S), Howrah and **SRI PARAS NATH CHOUDHARY (PAN: AGIPC0529L, AADHAR: 5697 6445 7525 & DIN: 02411991)**, son of Late Indra Deo Choudhary, by faith Hindu, by occupation Business, residing at the premises No. 53/7/3, Bon Behari Bose Road, Post Office-Howrah, Police Station-Shibpur, Howrah- 711 101, authorised vide Board Resolution dated \_\_\_\_\_, hereinafter called and/or referred to and/or identified as the "**LANDOWNER**" (which expression unless excluded by or repugnant to the context hereof shall mean and include its respective directors, executors, administrators, legal representatives, successors, successors-in-interest and assigns) of the **ONE PART**.

- **A N D** -

**THEME PROJECTS PRIVATE LIMITED (PAN: AABCT8498D, CIN No. U70101WB2005PTC102715)**, a Company incorporated under the Companies Act, 1956 as amended in 2013, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103, duly represented herein by its Director **SRI TAPAN KUMAR BANERJEE (PAN: AFWPB3119E, AADHAAR: 226278106187 & DIN 01160938)**, son of Late Guru Sharan Banerjee, by faith

Hindu, by Nationality Indian, by occupation Business, residing at 46. College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103, authorised vide Board Resolution dated 12.04.2005, hereinafter called and/or referred to and/or identified as the "**PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its respective directors, executors, administrators, legal representatives, successors, successors-in-interest and assigns) of the SECOND PART.

**WHEREAS** one Gobinda Chandra Ghosh was the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to *ALL THAT* piece and parcel of land measuring an area of about a little more or less 2 (Two) Bighas and 5 (Five) Cottahs comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, PIN - 711 109 and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatsoever.

**AND WHEREAS** the said Gobinda Chandra Ghosh being the owner and seized and possessed of or otherwise well and sufficiently entitled to the said *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less,



comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, PIN - 711 109 (hereinafter referred to as the "said property" for brevity) had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Golam Rased by a Deed of Conveyance thereof for valuable considerations and free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever. :

**AND WHEREAS** the said Golam Rased died intestate leaving behind him surviving his only son namely, Habibur Rahaman as his legal heir and successor to inherit solely and exclusively the said property so owned by the said Golam Rased as per the law of inheritance.

**AND WHEREAS** the said Habibur Rahaman being the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109, had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Kartick Chandra Bhuiya by a Deed of Conveyance thereof for valuable considerations/s thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments,

debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

**AND WHEREAS** the said Kartick Chandra Bhuiya being the absolute owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109 again had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Rohini Dasi by a Deed of Conveyance executed in the year 1911 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and/or from any corner and manner whatsoever.

**AND WHEREAS** the said Rohini Dasi thus being the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109 had further sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and



in favour of one Nilmony Dutta by a Deed of Conveyance dated 18<sup>th</sup> March, 1918 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

**AND WHEREAS** the said Nilmony Dutta thereafter died intestate leaving behind him surviving three sons namely, Kalidas Dutta, Durga Das Dutta and Shibdas Dutta as his legal heirs and successors who duly inherited the said property so owned by the said Nilmony Dutta as per the Hindu law of inheritance.

**AND WHEREAS** the said Kalidas Dutta, Durga Das Dutta and Shibdas Dutta being the joint and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring about an area of 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109 again sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of Howrah Finance Limited by a Deed of Conveyance thereof dated 12<sup>th</sup> February, 1942 duly registered with the Office of the District Sub- Registrar at Howrah and recorded in Book No. 1, Volume No. 9, Pages 58 to 62, Being No. 204 for the year 1942 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses,

demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

**AND WHEREAS** the said Howrah Finance Limited thus being the owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109 and thereafter had leased, transferred and provided a part or portion of the said property being *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, comprised at and under Mouza - Shibpur, District - Howrah, Pin - 711 109 unto and in favour of one Pradip Paul by a Lease Deed thereof dated 9<sup>th</sup> January, 1974 for the consideration/s, terms, conditions, enumerations, provisions and others morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the said Lease Deed which is self explanatory in itself.

**AND WHEREAS** the aforesaid Lease expired on 31<sup>st</sup> December, 1982 by efflux of time.

**AND WHEREAS** the said Howrah Finance Limited being the absolute owner and being seized and possessed of or



otherwise well and sufficiently entitled to the entire said property, sold, delivered, conveyed, alienated, granted, demised, devised and provided a part or portion of the said property being *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109 to for unto and in favour of the aforesaid Pradip Paul (hereinafter referred to as "the said erstwhile Owner") by a Deed of Conveyance thereof dated 25<sup>th</sup> November, 1983 which is duly registered with the Office of the District Sub- Registrar at Howrah and recorded in Book No. 1, Volume No. 149, Pages 254 to 261, Being no 6380 for the year 1983, for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

**AND WHEREAS** the said erstwhile Owner thus became the absolute owner and was seized and possessed of and/or otherwise well and sufficiently entitled to *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station - Shibpur, District - Howrah, Pin - 711 109, being



renumbered as Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah (hereinafter referred to as the "**said land**") together with the structure/s standing and/or lying erected thereupon and thereafter was in possession of the said land and was enjoying the right, title and interest of the same without any interference and disturbance of any manner from any corner whatsoever free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever which is more fully and particularly mentioned, described, enumerated, provided and given at and under the SCHEDULE hereunder written and/or given.

**AND WHEREAS** the said erstwhile Owner namely Sri Pradip Paul thus being entitled to and seized and possessed of or otherwise well and sufficiently entitled to the **said land** being the SCHEDULED PROPERTY herein free from all encumbrances in the manner above, being desirous of transferring, selling, alienating, demising, and granting the said SCHEDULED PROPERTY enumerated here under and being approached by the Landowner herein for a valuable consideration, duly agreed to sell the said land and/or the said SCHEDULED PROPERTY free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever save and except the occupancy of the tenants as under the said erstwhile owner namely Sri Pradip Paul and thereby the said erstwhile owner duly entered into an Agreement for Sale thereof with the Landowner herein and subsequently

towards finalization of the aforesaid transfer of the said SCHEDULED PROPERTY, the said erstwhile owner duly executed a proper Deed of Conveyance dated 5<sup>th</sup> day of March, 2009 to for law in favour of the Landowner herein with respect to the **said land** and the said Deed of Conveyance was duly registered before the Additional Registrar of Assurances - I, Kolkata and registered in Book No. I, CD Volume No. - 6, Page from 2435 to 2452, Being No. 02630, for the year 2009. Thereafter, the said Landowner of the First Part mutated its name in the office of Howrah Municipal Corporation and in the concerned office of Land & Land Reforms Department and also obtained 'No Objection Certificate' from the Competent Authority of Urban Land Ceiling.

**AND WHEREAS** the Landowner herein being the party of the First Part thus being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **said land** more and fully described in the FIRST Schedule herein below became desirous of erecting or constructing a multistoried building over and above the **said land** as per the Building Plan to be sanctioned by the Howrah Municipal Corporation.

**AND WHEREAS** the party of the First Part due to some inconveniences and other personal difficulties due to want of men, experts and finance, expressed its intention of appointing a competent Developer for the Development of the **said land** and the PROMOTER/DEVELOPER herein being the party of the Second Part herein coming to know of the intention of the party of the First Part has approached the party of the First Part and subsequently



both the parties herein mutually has agreed to develop the **said land** by building and/or constructing a Multi-Storied Building on the FIRST Scheduled Property according to the plan to be sanctioned by the Howrah Municipal Corporation and at the cost and expenses of the party of the Second part on the terms and conditions hereunder mentioned.

**AND WHEREAS** the Landowner herein finding the terms of the offer of the Developer herein to be the best offer available in the market has accepted the said offer of the Developer in pursuance to the discussion held with regard to the terms and conditions for the same.

**AND WHEREAS** both the parties of the First Part and the Second Part herein have agreed that the terms and conditions to this Development Agreement should be recorded in writing in order to avoid any misunderstanding between the parties to this Agreement and also to avoid any future disputes regarding the construction of the said multistoried building, however, this Agreement will not create any relation of partnership between the Landowner and the Developer herein.

**AND WHEREAS** the Developer has agreed with the Landowner for the construction of the proposed multistoried ownership flat system building(s) containing various number of flats or units and car parking spaces and Commercial Spaces on the **said land** and subject to the terms and conditions hereunder written.

**AND WHEREAS** the Landowner hereby declare that the said plot of land as mentioned more and fully in the First Schedule hereinafter is free from all encumbrances, save and except the occupancy of the 4 (Four) tenants at the North - East side of the **said land** occupying a portion of the land measuring an area of about 6 Cottah, be the same or a little more or less, (hereinafter referred to as "the Tenanted Portion"), and the Landowner has good and marketable title thereto.

**AND WHEREAS** the Developer herein will have the absolute authority to inspect, as and when required, with prior notice to the Landowner, the Landowner's original Title Deed and related documents in connection with the **said land** and in possession of the Landowner.

**AND WHEREAS** the terms in these presents shall unless there be any contrary or repugnant to the subject or context, mean and include the following:

01. **ARCHITECT** shall mean and include any person or firm appointed or nominated by the Developer as Architect for planning and designing the development project and supervision of the construction of the building/buildings hereinafter defined.
02. **THE BUILDING(S)/SAID BUILDING(S)** shall mean and include one or more multistoried flat system ownership building(s) containing number of residential cum commercial purpose flats and units and car parking space on the Basement and Ground Floor of the **said land** according to the drawn up



plans and specification sanctioned by the competent authority and in conformity with the details of construction specifically written in the Annexure - A hereunder subject to the terms and conditions hereinafter stated.

03. **BUILDING PLAN** shall mean and include the drawing plans and specification of the said building(s) as will be sanctioned by the Howrah Municipal Corporation with any renewal or amendments thereto and/or modification thereof made or caused by the Developer and sanctioned by the competent authority or any other authority.

04. **COMMON FACILITIES AND COMMON AMMINITIES** shall mean and include corridors, hall ways, stair ways, passage ways, drive ways, pump room, electric meter room, tube well, under ground and over head water reservoir, water pump and electric motor, care taker room, lift, roof, open space around the building(s), Fire Fighting System, Community Hall and other facilities and amenities as described in the Schedule hereunder and also includes the facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building(s).

05. **LANDOWNER/OWNER** shall mean and include **ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED (PAN: AAHCA4852G & CIN: U45400WB2008PTC131075)**, a Company duly

registered and incorporated under the provisions and meaning of the Companies Act, 1956 as amended up to date, having its registered office at the premises No. 152/3/5, Salkia School Road, 1<sup>st</sup> Floor, Post Office - Salkia, Police Station - Golabari, Howrah-711 101 and its directors, executors, legal representatives, present and future share-holders, administrators and assigns and all queries and correspondence to the Landowner shall be addressed to the present address of the Landowner as mentioned herein.

06. **DEVELOPER** shall mean and include **THEME PROJECTS PRIVATE LIMITED (PAN: AABCT8498D, CIN No. (U70101WB2005PTC102715)**, a Company incorporated under the Companies Act, 1956 as amended up to date, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103, and its directors, executors, legal representatives, present and future share-holders, successors-in-office, administrators and assigns and all queries and correspondences to the Developer shall be addressed to the present address of the Developer.

07. **LANDOWNER'S/OWNER'S ALLOCATION** shall mean and include 41% of the area constructed in the multistoried building(s), as per the initial sanction plan approved by the Howrah Municipal Corporation, which is to be allotted as per mutual consent



between the Land Owner and Developer as Land Owners' Allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the constructed area to be allocated to the Landowner, specifically and particularly set out in the SECOND SCHEDULE hereunder written and subject to the restriction as described in the FIFTH SCHEDULE hereinafter.

08. **DEVELOPER'S ALLOCATION** shall mean and include the remaining 59% portions of the constructed area in the building(s), as per the initial sanction plan approved by the Howrah Municipal Corporation, to be constructed on the said Land after giving allocation to the Landowner, including proportionate share of land and the common facilities and amenities attributable to the constructed area to remain with the Developer, specifically and particularly set out in the THIRD SCHEDULE written hereunder.
09. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the unit owners for the management and maintenance of the Building(s) after completion of the same and the premises.
10. **PREMISES/LAND** shall mean *ALL THAT* piece and parcel of Bastu land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur,

Police Station - Shibpur, District - Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah, within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41, which is specifically and particularly set out in the FIRST SCHEDULE written hereunder.

11. **PLAN** shall mean the plan to be prepared by the Architect appointed by the party of the Second Part for construction of the proposed multistoried building(s) over and above the **said land** being the FIRST Scheduled property and duly sanctioned and approved by the Howrah Municipal Corporation and shall also mean whenever the context permits, such plans, drawings, designs, elevations and specifications as are prepared by the Architect including variations/modifications therein, if any.
12. **PROJECT** shall mean the work of the development undertaken to be done by the Developer in pursuance to this Agreement, till the development of the **said land** be completed and possession of the completed units in habitable condition is taken over by the intending unit owners and/or purchasers.
13. **PROPORTIONATE** with all its cogent variations shall mean such ratio as the super built up area of all the units in the said building(s).



14. **COVERED AREA** shall mean and include the plinth area of the flat(s)/unit(s) together with proportionate area of the stair and staircase landings, lobbies.
15. **SUPER BUILT UP AREA** shall mean and include the area which will be certified by the Architect of the Developer as stated earlier.
16. **UNIT** shall mean the flat, car parking space and/or other covered area in the said building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which will not be treated as common area, common facility and common amenities.
17. **UNIT OWNER** shall mean any person or persons or body or association or firm or company, who acquires, holds, enjoys and/or owns any unit in the said building(s) and shall include the Landowner and the Developer of the instant project with respect to their holdings in the project from time to time.
18. **ADVOCATE** shall mean and include any person who is an Advocate or a pleader or a solicitor and who is appointed by the Developer as Advocate.
19. **MASON** shall mean and include any person or persons, builder and/or worker as will be engaged by the Developer from time to time.
20. **SINGULAR** shall mean and include **PLURAL** and vice versa.

**AND WHEREAS** the Landowner herein has represented to the Developer as follows:

- a. The party of the FIRST PART is the absolute owner of the **said land**, specifically described in the FIRST SCHEDULE hereto free from all encumbrances, save and except, the Tenanted Portion occupied by 4 tenants.
- b. The entirety of the premises and/or the **said land** is in Khas possession of the Landowner, save and except, the Tenanted Portion occupied by 4 tenants and no other person or persons other than the Landowner herein has any right, title and interest, easements or otherwise of any nature on **the said land** or any part thereof.
- c. There is no suit and/or proceedings and/or litigation pending in respect of the premises and/or the **said land** or any part thereof.
- d. No part of the premises/said land has been or is liable to be acquired under the Urban Land (Ceiling & Regulation) Act, 1976 and/or under any other law and no proceedings are pending in respect thereof.
- e. The **said land** or any part thereof is at present not affected by any requisition or any alignment



of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Landowner herein.

- f. Neither the premises nor any part thereof has been attached and/or is liable to be attached by any decree or order of any Court of law or due to Income Tax, Revenue of any other Public Demand whatsoever.
- g. The Landowner herein has not yet by any way dealt with the **said land** in any manner whereby the right, title and interest of the Landowner as to the **said land** has been used and for which the development of the said Multistoried building(s) and thereafter the enjoyment of the said Multistoried building(s) is/are or may be affected in any manner whatsoever.
- h. The Developer herein shall have no difficulty to obtain any permission from any authority for the completion of the said building(s) and/or otherwise in fulfilling their other obligations hereunder written.
- i. The Landowner herein is fully and sufficiently entitled to enter into this Development Agreement, however this Agreement will not create any partnership between the Landowner and the Developer herein.

**AND WHEREAS** the representation of the Landowner mentioned hereinabove are hereafter collectively called the "**SAID REPRESENTATIONS**" and the Landowner confirmed that the said representations are true and correct as per their knowledge, record and belief.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES OF THE FIRST PART AND THE SECOND PART HERETO AS FOLLOWS:**

- (01) The Landowner declare and confirm that all the said Representations stated above are true and correct and this Agreement has been entered into by the Developer on the basis of the said Representations and considering the same to be correct.
- (02) That the Developer herein will develop and/or promote the **said land** and will construct Tower/Towers of Multistoried Building(s) comprising of several flats/units on the FIRST Schedule property according to the building plan to be sanctioned by the Howrah Municipal Corporation and the registration of the Project being granted by the West Bengal Real Estate Regulatory Authority and exclusively at the costs and expenses of the Developer herein.



- (03) The said building will be used for residential cum commercial purpose or such other purpose(s) as may be mutually decided by the parties hereto.
- (04) The proposed said Building(s) to be constructed on the FIRST Schedule property or the Complex will be named as MB - THEME SIGNATURE or such other name as will be decided exclusively by the Developer herein and the Landowner herein will have no objection thereto.
- (05) That simultaneously with the execution of this Agreement the Landowner hereby handover and/or deliver the vacant possession (both symbolic and actual) of the **said land**, except the Tenanted Portion, to the Developer herein for the commercial exploitation of the **said land** by the Developer herein and the Developer will hold and remain in possession of the **said land** and premises and it shall always be deemed that the Developer is in possession of the entirety of the **said land** and premises in pursuance of this agreement during the subsistence of the same.
- (06) The Landowner declares and confirms that it is the duty and liability of the Landowner herein to vacate the said Tenanted Portion at the Landowner's own costs and expenses and simultaneously to handover the peaceful and vacant possession of the entire **Tenanted Portion**, to the Developer herein within a period of 6(six) months from the date of Execution of this Agreement. If the Tenanted Portion could not be vacated within the abovementioned time period of 6

months from the date of execution of this Agreement, in such occasion the tenants will be given rehabilitation within the said Project and the total area which will be given to the tenants shall be deducted / adjusted from the Landowner's / Owner's Allocation.

- (07) The Landowner, simultaneously with the receiving its possession of Landowner's allocation, shall hand over all the documents in original such as Parcha, BL & LRO Mutation Certificate, DLRO Conversion Certificate, Title Deed(s)- certified copy, Municipal Tax Receipt, Municipal Mutation Certificate, No Objection Certificate from the competent authority under ULCR, Memorandum and Articles of Association of the Company and the Board Resolution and the Developer herein on or after the completion of the said building(s) undertakes to handover and deposit all such original documents to the Owners' Association of the proposed multistoried building after the formation of such Owners' Association. The Landowner undertakes to produce the aforesaid documents in Original as and when requires by the Developer till the date of handing over of the aforesaid documents in Original to the Developer by the Landowner, that is, the date of handing over of the Landowner's allocation to the Landowner by the Developer.

- (08) The Developer will prepare the plan for the proposed Building(s) through their Architect and will present the same before the Howrah Municipal Corporation



for necessary sanction in the name of the Landowner and the Landowner will be under obligation to sign all such plan(s) without raising any objection thereto and the Landowner will further cause such changes to be made in the plan as the Architects may approve and/or as may be required by the concerned authorities from time to time.

(09) The Developer, immediately after obtaining the sanctioned plan from the Howrah Municipal Corporation for the proposed building(s) intended to be constructed over and above the **said land**, will be under an obligation to apply for necessary statutory registration of such project(s) before the concerned authority in West Bengal of the Real Estate Regulatory Authority (RERA) and will commence the construction of such building(s) and/or project(s) only after obtaining statutory registration certificate from WBRERA.

(10) Subject to Force Majeure and reasons beyond the control of the Developer, the Developer shall get the proposed Plan of the **said Building** to be sanctioned preferably within a period of 6(six) months from the date of getting the possession (symbolic as well as actual physical possession) of the entire **said land** and shall complete the said construction of the Multistoried building(s) within 36 (Thirty Six) months from the date of grant of statutory Registration of the Project(s) by the West Bengal Real Estate Regulatory Authority but the duration of completion may be extended further mutually between the First Party

and Second Party if there arises any natural/political/circumstantial disturbances.

- (11) That if the aforesaid construction is not complete within the above mentioned time period of 36 months for various unavoidable reasons in such occasion the Developer will be granted further 12 months time by the Land Owner.
- (12) It is also mutually agreed that if the construction work of the proposed Building(s) could not be completed by the Developer herein within the stipulated period of 36 months from the date of obtaining RERA Registration Certificate with respect to such Building(s)/Project(s) due to any fault on the part of the Landowner herein or due to any false Representation(s) made by the Landowner herein above or there be any defect in the said Representations made by the Landowner the aforesaid stipulated time period will automatically be extended and the Landowner will be liable to cure any such defect at its own cost. On the other hand, if the construction work of the proposed Building(s) could not be completed by the Developer herein within the stipulated period of 36+12 months from the date of obtaining RERA Registration Certificate with respect to such Building(s)/Project(s) due to any intentional latches on the part of the Developer herein, then the Developer herein shall pay compensation to the Landowner to the extent of Rs.25,000/- (Rupees Twenty Five Thousand only) per month till the date of handing over of the possession



of the Landowner's Allocation from the date of expiry of the aforesaid stipulated period of 36+12 months.

(13) The Developer is required to pay the current rates and taxes of the Municipality or any other Authority in respect of the **said land** and the Developer herein will pay such dues and bear the costs as will be accrued from the date of handing over the possession of the said land to the Developer after execution of this Agreement and the Landowner will be liable to pay the Municipal rates and taxes and electricity bills with respect to the Landowner's Allocation from the day of getting physical possession by way of delivery of possession Letter or Deed by the Developer to the Landowner herein of the LANDOWNER'S ALLOCATED PORTION.

(14) The Developer will pay all the Municipal and other rates and taxes with respect to the **said land** or Premises or the said multistoried building for the entire building till the delivery of possession of the LANDOWNER'S ALLOCATED portion to the Landowner and will continue to pay such rates or taxes only with respect to the DEVELOPER'S ALLOCATED portion till disposal of the flats or units to the intending purchasers.

(15) The Developer shall be at liberty to do all works as may be required for the project and the Landowner will have no objection thereto and the Developer shall have the right to obtain temporary as well as

permanent connection of all utilities for the project such as water supply, electric connection, drainage, sewerage connections at the costs and expenses of the Developer.

- (16) The Developer will bring permanent electric connection over the land at its own cost and expenses and the Owner will bring separate Meters for its allocated Flats / Units.
- (17) All costs, charges and expenses for sanction of the plans and construction of the said building and/or development of the premises, save as otherwise mentioned herein, shall be borne and paid by the Developer herein exclusively and the land Owner herein will be indemnified from such expenses.
- (18) The Developer hereby undertakes to keep the Landowner indemnified against all Third Party claim and actions arising out of any sort of act or omissions of the Developer in relation to the making of construction of the proposed multistoried building and simultaneously the Landowner hereby undertake to keep the Developer indemnified against all Third Party claim regarding the marketable title of the Landowner in respect of the **said land**.
- (19) That the Developer will form the Owners' Association amongst the owners and/or purchasers of different units/flats in the said Building on completion of sale of the entire units of the said Buildings and the Landowner (including future transferee or anyone



claiming under the Landowner) will have to be the member of the said Owners' Association after its formation as the other owners will also do and the Landowner herein (including future transferee or anyone claiming under the Landowner) will be liable to pay to such Association their proportionate charges towards the common maintenances and it is further agreed that till such Association is formed the Developer herein will do the common maintenances of the said Building and the Landowner herein will be bound to pay all such charges towards the common maintenances to the Developer herein within 7 days from the date of receipt of any bills to this effect. However, on and from the date of formation of such Association stated above and on handing over of the completed project to the Association the Developer will have no responsibility/ liability whatsoever with regard to the maintenance of the building(s)/project herein.

(20) The Developer herein will be entitled to enter into any agreement or agreements for sale with any intending purchaser(s) with respect to the DEVELOPER'S ALLOCATED portion and save and except the LANDOWNER'S ALLOCATED portion as per the strict specification as mentioned in this Development Agreement and to receive the advance or consideration money partly or fully for the same and the Landowner will have no objection thereto.

(21) The Developer will be entitled to execute and/or register any Final Deed of Sale and/or any

documents in respect of Flats/Units to be constructed on the **said land** mentioned in the THIRD Schedule hereunder written with respect to the DEVELOPER'S ALLOCATED PORTION and save and except the LANDOWNER'S ALLOCATED PORTION only after delivery of Possession to the Landowner either by Possession Deed or by Possession Letter and the Developer will be entitled to receive any consideration to this effect and the Landowner will have no objection thereto.

- (22) That the Landowner herein will be entitled to get Flats/Units equal to floor area of 41% (Forty One percent) of the total floor area in the proposed multistoried building(s), as per the initial sanction building(s) plan by the Howrah Municipal Corporation, together with proportionate share over the land, and the allocation will be given to the Landowner of the proposed building as will be found suitable by the Developer. The Landowner's Allocated area will be given in the form of Flats/Units/Commercial Unit/Car Parking as per the specification to be sanctioned by the Howrah Municipal Corporation in the proposed multistoried building, more and fully described in the Second Schedule herein below and as per the specification as given in the Annexure-'A' in the Schedule herein below, subject to the common restrictions as more and fully described in the Fifth Schedule hereinafter, TOGETHER WITH an undivided proportionate share in **the said land** or the premises and common areas of the said building.



- (23) It is further agreed that if the Owner/Developer is able to obtain further sanction of making construction exceeding the area in the multistoried building(s) initially sanctioned by the Howrah Municipal Corporation, then such extra/extended area to be constructed in the said Building(s) will be deemed to be added to the Landlord's Allocation and the Developer's Allocation at the ratio of 41% - 59% respectively. It is also agreed that in case the Developer obtains further sanction of making construction exceeding the area in the multistoried building(s) initially sanctioned by the Howrah Municipal Corporation the Developer will take necessary permission for such extended project from the RERA authorities.
- (24) It is further agreed by and between the parties that the Developer herein shall pay adjustable advance/down payment to the Landowner a sum of Rs. 3,00,00,000/- (Rupees Three Crores only) which shall be adjusted against the final area of the Landowner's Allocation by taking into consideration the rate of the Landowner's allocated portion of the constructed area to be Rs. 4,500/- (Rupees Four Thousand Five Hundred only) per square feet. It is further mutually agreed by and between the parties that out of the aforesaid Rs. 3,00,00,000/-, the Developer shall pay a sum of Rs. 1,50,00,000/- at the time of execution of this Agreement and the balance amount of Rs. 1,50,00,000/- shall be paid on the date of handing over of the symbolic as well as

the actual physical possession of the entire **said land** including the Tenanted Portion to the Developer by the Landowner herein. *The adjustment must be made through new sale document/documents*

- (25) The Landowner and the Developer herein shall be entitled absolutely to their respective allocated areas and shall be at liberty to deal therewith in any manner they deem fit and proper including delivery of possession to any third party SUBJECT TO the common restrictions for mutual advantage inherent in the ownership unit schemes. They will also be at liberty to enter into agreements for sale of their respective allocated areas as specifically stated in the SECOND AND THIRD SCHEDULE written hereunder.

- (26) That after the completion of the entire construction work of the proposed multistoried Building project the Developer herein will be absolutely liable to obtain completion certificate from the Howrah Municipal Corporation and all charges for the same will be borne by the Developer herein.

- (27) The Developer shall pay and bear all Municipal Taxes and other Taxes if any payable for the SECOND Schedule Property from the date of its taking possession of the premises till date of delivery of possession of the flats. The arrear taxes, if any, shall be paid by the Landowner at the time of execution of this Agreement so that the Developer can get up-to-date tax receipts.

*Jagan Kumar Bandyopadhyay  
Prakash Khaitan  
Paras Nath Choudhary*



- (28) That during the continuation of this Agreement the Landowner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the FIRST Schedule Property by the Developer.
- (29) The Developer herein will at all time be entitled to make amalgamation of the FIRST Schedule property, at its own costs and expenses, with any adjacent plot of lands either North, South, West or East side of the said premises for its commercial benefit and for the better use of the **said land** or premises and will further be entitled to sanction plans or drawings from the Howrah Municipal Corporation with respect to the said amalgamated land and to make construction thereon and the Landowner will have no objection thereto and further the Landowner herein will have no claim whatsoever on the extra constructed portion over the said amalgamated land save and except the **area** or portion as mentioned herein the LANDOWNER'S ALLOCATED PORTION and entire such extra constructed portion over the amalgamated land will be deemed to be within the Developer's Allocation.
- (30) That the Landowner and the Developer will be entitled to share as per their proportion any compensation becoming receivable in respect of any acquisition and/or requisition by any authority of the said constructed building or the **said land**.

- (31) That the Developer will be free to obtain any bank loan or any other loans against the Developer's Allocation only in the multistoried Building, save and except the Landowner's Allocated portion, however, in such case the Landowner will not be liable in any manner and it will exclusively be the liability of the Developer to repay such loans and the Developer fully indemnifies the Landowner in this respect.
- (32) That the Developer will be entitled to obtain any Project loan from any Bank against the **said land** or premises or the constructed building/units as may be required however no charge will be created against the said land or building and repayment will be exclusively be the liability of the Developer and the Developer will clear and/or repay entire loan amount, if there be any, immediately after the final completion of the entire building/units and disposal of the same to the intending purchasers and it is further the liability of the Developer to handover to the Apartment Owner's Association of the Building all the Original Documents relating to the **said land** including the mother Deed after releasing from the Bank if deposited.
- (33) The Developer will always indemnify the Landowner and its estates and effects against all acts or actions, suits, extra charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or default on the part of the Developer in the matter of observance of any



Rules and Regulations, terms or conditions, or otherwise, in developing the said land.

- (34) The Landowner and the Developer hereby declare and confirms that by virtue of the Developer entering into the said land as licensee, the same does not amount to possession in law but merely formal possession of the **said land** to develop the **said land** in accordance with the terms and conditions herein contained.
- (35) The Developer agrees not to transfer and assign this project to any Third Party for the purpose of construction without the consent in writing of the Landowner excepting the appointment of any sub-contractor for execution of any particular job under this project.
- (36) The Developer will be entitled to hang up every necessary Advertisement Board or Display Board upon the proposed newly constructed Building or on the boundary wall of the **said land** as the Developer will think fit and proper in order to facilitate the sale of any or all the flats/units of the said Building and the Landowner will have no objection thereto.
- (37) The Landowner herein will have no objection if any intending purchaser of the flats/units in the said Building makes any application for mutation of any purchased flats/units for the Municipal authorities after making necessary apportionment.

- (38) That the Landowner herein will execute a Power of Attorney in favour of the Developer herein simultaneously with the execution of this Agreement and will also execute further documents from time to time as will be required and asked for by the Developer in order to facilitate the construction work of the Building Project.
- (39) The entire development programme and/or project shall be carried out by the Developer at its own risk, costs and expenses. It shall bear and pay all the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work, as also, shall bear all other costs, charges and expenses that may be incurred with regard to the said development programme. The Developer shall also indemnify and keep indemnified the Landowner against any claim made by any one against the Landowner on account of carrying out the said development works by the Developer.
- (40) The Landowner agrees that the **said land**, after completion of development works thereof in accordance with the building plans, shall be converted into a property for separate occupation by different flat owners in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 read with the Rules thereto, as amended up to date and entrust the Developer to take all steps at appropriate times to constitute an Association of flat-owners as soon as the requisite number of



purchasers of flats have entered into agreement with the Developer in the matter of occupation of flats. The Developer shall carry out all obligations and liabilities under the aforesaid Act.

- (41) That the Developer after completion of the entire work of the Building will give the Landowner undisputed possession of its allocated portions with all facilities and amenities, with common rights and interest of all common areas and the Landowners will be entitled to enjoy the proportionate share of land with other owners of the flats/units of the Building.
- (42) On and from the completion of the Building the Developer and/or his nominated transferees or purchasers of the flats and the owner/or his nominated transferee or transferees shall each be liable to pay and bear proportionate charges on account of Municipal Tax, Wealth Tax and other taxes and all charges and impositions as well as common expenses payable in respect of their flats, shop rooms and garages.
- (43) The Landowner and the Developer with regard to their respective portions and/or allocations will exclusively be entitled to hold with further right of transfer and/or deal with or dispose of the same without any claim, demand, right or interest therein of the other party and further not in anyway interfere or disturb the quiet and peaceful possession of the other.

- (44) The Landowner will be absolutely entitled to hold, possess, enjoy, transfer or otherwise deal with the Landowner's allocation of the proposed multistoried Building at its absolute discretion and the Developer will also be exclusively entitled to deal with the Developer's allocated portion in the proposed multistoried building with every right to transfer or otherwise deal or dispose the same without any right, claim or interest therein of whatsoever nature of the Landowner and the Landowner will not in anyway interfere or disturb the peaceful possession of the Developer's Allocated portion.
- (45) In case the parties hereto commit any default in fulfillment of their obligations contained herein then and in such event the other party shall be entitled to specifically enforce each and all of the terms, conditions and stipulations of this Agreement by bringing an action for specific performance and/or damages before appropriate forum.
- (46) All costs and expenses of litigation, if required, relating to the said land/property, except any disputes relating to right, title and ownership of the said land, during the subsistence of this Agreement shall be borne by the Developer only.
- (47) The Landowner will be entitled to visit or inspect the construction work and look into the progress only for its (Landowner's) Allocation, otherwise the Landowner will not interfere with the process of development of construction work at any stage of



development programme or in the matter of allotment of flats of the Developer's Allocation and shall make available the entire premises of the said property with all appurtenant land to the Developer with the execution of this Agreement and give access to the Developer to the entirety of **the said land**.

- (48) This Agreement and the clauses therein are subject to "force majeure" which mean and include earthquake, flood, riot, water, storm, tempest, civil commotion, war, strike, lock-out or any other act beyond the control of the parties hereto, at the duration whereof the obligations of the parties hereto shall remain suspended.
- (49) It is mutually agreed and declared that the Owner and the Developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Owner and the Developer and not in any manner constitute an association of person. Each party shall keep the other party indemnified from and against the same and this agreement shall be binding on the heirs, executors, and representatives of the particulars hereto.
- (50) This Agreement will remain in force till the completion of the entire Building Project and complete disposal of the Developer's Allocated portions in the said Building to the intending purchasers.

- (51) It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other document may be required to be signed or made by the Owner relating to which no specific provision has been made herein. The owner hereby permits, authorizes and empowers the Developer to do all such acts, deeds, matters and things on their behalf forthwith upon being required to be signed and made by the Owner relating to which no specific provision has been made herein required by the Developer in this behalf to execute any such Additional Power or Power of Attorney and/or other authorization or authorizations as may be required by the Developer for the purpose, and also undertakes to sign and execute all such additional applications and other documents as may be required for the purpose.
- (52) It is agreed that in all cases of transfer of any units/flats the transfer charges including registration fees payable for the transfer shall be borne by the transferee of transferees.
- (53) Appropriate Court at Howrah or Calcutta High Court shall have the jurisdiction to entertain all disputes and actions between the parties herein.



(54) In case of any dispute, difference or questions of interpretation arising amongst the parties to the Agreement on any matter or thing arising hereunder or in connection therewith, such dispute or matters shall be referred to Arbitration within the meaning of the Arbitration and Conciliation Act, 1996 and the Award made and published by the Arbitrator shall be final and binding upon the parties.

(55) In case of any extra work other than the standard general specification of work as stated in the Schedule below will be charged extra including all costs as decided by the Developer will be deposited by the Landowner and/or any intending purchasers to the Developer herein before the execution of the particular extra work.

## **SCHEDULE**

### **FIRST SCHEDULE** **(THE SCHEDULED LAND)**

**ALL THAT** piece or parcel of Bastu land measuring about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet with 100 Sq.ft. RT Shed Structure, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station -A.J.C. Bose B.Garden, District - Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah,

within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41, butted and bounded by:

- On The North : By the pond of Seikh Abdul Rouf;  
On The South : Partly By the landed property of the Petrol Pump and Partly by Andul Road.  
On The East : By the premises No. 17, Andul Road;  
On The West : By the premises No. 14/12/16, Andul Road.

**SECOND SCHEDULE**  
**(LANDOWNER'S ALLOCATION)**

**ALL THAT** the separate Flats/Units/Commercial Units/Car Parking Spaces as per primary / First Sanction Plan equal to 41% (Forty One percent) of the covered area in the proposed multistoried building together with proportionate land, and the allocation will be given to the Landowner of the proposed building as will be found suitable by the Developer as per the specification as given in the Annexure-'A' in the Schedule herein below and subject to the common restrictions as more and fully described in the Fifth Schedule hereinafter, **TOGETHER WITH** an undivided proportionate share in the **said land** or the premises and common areas of the said building.



**THIRD SCHEDULE**  
**(DEVELOPER'S ALLOCATION)**

**ALL THAT** the Entire remaining portion of the building TOGETHER WITH an undivided proportionate share in the land of the premises and common areas of the said building SAVE AND EXCEPT the said Landowner's Allocated portion as specifically stated in the Second Schedule above.

**FOURTH SCHEDULE**  
**(COMMON AREAS, COMMON FACILITIES & AMENITIES)**

**ALL THAT** the corridors, hallways, stairways, passageways, drive ways, pump room, electric meter room, care taker room, tube well, under ground and over head water reservoir, lift, water pump and electric motor, roof, Septic Tanks, Fire Fighting Network open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building.

**FIFTH SCHEDULE**  
**(COMMON RESTRICTIONS)**

The Landowner's Allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building which shall include as follows:

- a) Both the Parties hereof shall not use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor shall use the same in such manner that might cause any nuisance or hazard to the other occupiers of the building.
- b) Both the Parties hereof after having their respective possession shall not demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration or addition thereat without written consent of the other to that extent.
- c) Both the Landowner and the Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective allocation in the building in good, running and workable condition so the same may not cause any damage to the building.
- d) No goods or other items shall be kept by the either 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 to the free movement of users of the corridors and other places of common use in the building.
- e) Both Parties shall not 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 on any other portion of the building.

- f) Both the Parties hereto after having their respective possession shall permit other agent, workmen and other representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping the building and its common areas in good order and condition.

**ANNEXURE-'A'**

**GENERAL SPECIFICATION OF WORKS**

<b><u>Structure</u></b>	<p>: Building shall be erected on RCC foundation and frame structure.</p> <p>All external walls shall be 200 mm. thick using 1:6 cement sand mortar.</p> <p>All internal partition wall shall be 100 mm. thick in 1:4 cement sand mortar.</p> <p>Surfaces of concrete and Brick wall shall be finished with cement sand plaster.</p>
<b><u>Doors,</u></b> <b><u>Windows</u></b>	<p>Sal wooden (Malaysian) frame using 100 mm. x 65mm. wooden section for all Doors and 75 mm. x 65mm. section for Toilets &amp; Kitchen Door shall be provided.</p>

	<p>Solid core phenol resin bonded flush type door shutter - 35 mm thick teak finished or laminated for Entrance, 32 mm. thick Teak or laminated finish for Bed Rooms, Kitchen &amp; Balcony, Toilets shall be provided.</p> <p>Door shutters shall have the following fittings: - Godrej lock at Entrance and Bed Room doors.</p> <p>Aluminium tower bolt for all doors.</p> <p>Steel door stopper for all doors.</p> <p>Window with sliding Powder Coated Aluminium Shutter.</p>
<u>Electrical wiring &amp; Points</u>	<p>: All electrical wiring shall be laid within PVC conduits concealed and embedded within the Brick wall, using good quality insulated copper cable including providing M.S. Box, Modular board and Modular switch.</p> <p>Following electrical points shall be provided:</p> <p><b>In BR:</b> 2 Light points on wall, 1 foot light point, 1 ceiling fan point, 1×5 Amp. plug point with switch, 1 electronic regulator on board</p> <p><b>In Liv./Din. hall:</b> 3 light points, 2 ceiling fan points, 1×5A plug point with switch on board, 1×15A plug point with switch, 1 TV Point &amp; Telephone point, 2 electronic regulator on board.</p>



	<p><b>In Kitchen:</b> 1 light point, 1 x 5A plug point for Exhaust Chimney. 1 x 5A plug point for water filter, 1 x 15A plug point with switch.</p> <p><b>In Toilets:</b> 1 light point, 1 Exhaust Fan points in both Toilets and 1 x 15A point for Geyser in both Toilets.</p> <p><b>In Balcony:</b> 1 light point.</p> <p><b>A.C. m/c. point:</b> 1 in all Bed Room &amp; Living Dining Hall.</p> <p>Call Bell switch at Entrance.</p> <p>1 x 15A point for washing m/c at a suitable position.</p>
<u>Sanitary &amp; Plumbing</u>	<p>: All internal plumbing lines for water circulation shall be of SUPREME / ASIRVAD make CPVC pipes &amp; fittings and rigid PVC pipes &amp; fittings for external use.</p> <p>110 mm. dia "SUPREME" brand pipes and fittings shall be used for sewer, waste and storm water discharge lines.</p> <p>UPVC Pipes shall be used for underground drainage lines.</p>
<u>Sanitary</u>	<p>: White vitreous European type W.C. with</p>

<u>Fittings &amp; Fixtures</u>		white flushing cistern, PVC flush pipe, white PVC seat cover, white vitreous hand wash basin with Pedestal and PVC flush pipe shall be provided in both Toilets. C.P. concealed stop cock, C.P. Bib cock, C.P. Hot & Cold Water Mixer, C.P. Pillar cock for Basin, C.P. shower arm with rose shall be provided in both Toilets. Plain Mirror shall be provided in both Toilets.
<u>Kitchen finish</u>	:	<p>The cooking counter top shall be finished with polished Black Granite stone laid over 25 mm. thick Black Stone Slab and fitted with S.S. single bowl Sink.</p> <p>Sink shall be fitted with one C.P. Bibcock, PVC waste pipe.</p> <p>One C.P. bibcock shall be provided extra below Sink for washing purpose. Vitrified Tiles in Floor and Skirting.</p>
<u>Floor finish</u>	:	600 x 600 mm. size Vitrified Tiles in floor and skirting for all Bed Rooms, Living Dining Hall. 2 ft x 2 ft. size white Marble Tiles for Toilets, Kitchen. Antiskid Tiles for Balcony.
<u>Dado finish</u>	:	Ceramic Tiles 450 x 300 of reputed brand for Dado 1800 mm. height from skirting level in Toilets and 600 mm. height from counter top in kitchen shall be provided.
<u>Internal surface</u>	:	Internal surfaces of wall & ceiling inside the Apartment shall be finished with white



<u>finish &amp; painting</u>		Putty. All doors & windows with Grill shall be painted with Syn. enamel paint of reputed brand. External wall surfaces of the building shall be finished with Acrylic paint.
<u>Roof Treatment</u>	:	25 mm. thick Mosaic Tiles will be laid with Sand Cement underbed.



**IN WITNESSES WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the date, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**AT** Howrah.

**IN PRESENCE OF**

**WITNESSES:**

1. Chandana Basu.  
15. Rajnikanta Roychoudhury.  
B1-1. A-2. B. Garden.  
Howrah - 711103.

2. Hansj Bhattarai  
49 A, Mahanagar Bazaar  
Howrah - 711028.

**SHOKA DEVELOPERS & CONSTRUCTION PROJECTS (P) LTD.**

Prakash Chaitan  
Director

**SHOKA DEVELOPERS & CONSTRUCTION PROJECTS (P) LTD.**

Paras Nath Choudhary  
Director

Signature of the Landowner  
**For THEME PROJECTS PVT. LTD.**

Jagan Kumar Choudhary  
Director

Signature of the Developer

**Drafted and prepared in my  
Office as per instruction of  
Landowner and the Developer:**

Debabrata Bhedrin

**Advocate**

**Cuttack High Court**

11/7/2003



## RECEIPT

**RECEIVED** of and from the within named DEVELOPER the within mentioned total sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs only) being the adjustable advance/down payment as per memo hereunder written.

## MEMO OF CONSIDERATION

By a Cheque <sup>No 430457</sup>  
of ~~Union Bank of India, Shriharipur~~  
Bank, ~~Shriharipur~~ Branch,  
being No. \_\_\_\_\_ dated  
21/09 2023.

Rs. 1,50,00,000/-

=====

Rs. 1,50,00,000/-

=====

**TOTAL**

=

(Rupees One Crore Fifty Lacs only)

Witnesses:

ABHOKA DEVELOPERS & CONSTRUCTION PROJECTS (P) LTD.

*Prakash Khuntia*

Director.

1. Chandana Bose.  
15, Rajaraj Kanta Roy St. Lane.  
61-1, A 2, B. Garden  
Kodavur, TH1103.

ABHOKA DEVELOPERS & CONSTRUCTION PROJECTS (P) LTD.

*Paras Nath Choudhary*

Director.

2. Manj Bhattar  
49A, Hanuman Bazar  
Road.  
101 - 700 38

(Signature of the LANDOWNER)

SITE PLAN OF PREMISES NO. 15/2, ANDUL ROAD,  
WARD NO. - 41, BOROUGH - VII, P.S. : AJC BOSE  
BOTANIC GARDEN, PIN : 711109, HOWRAH

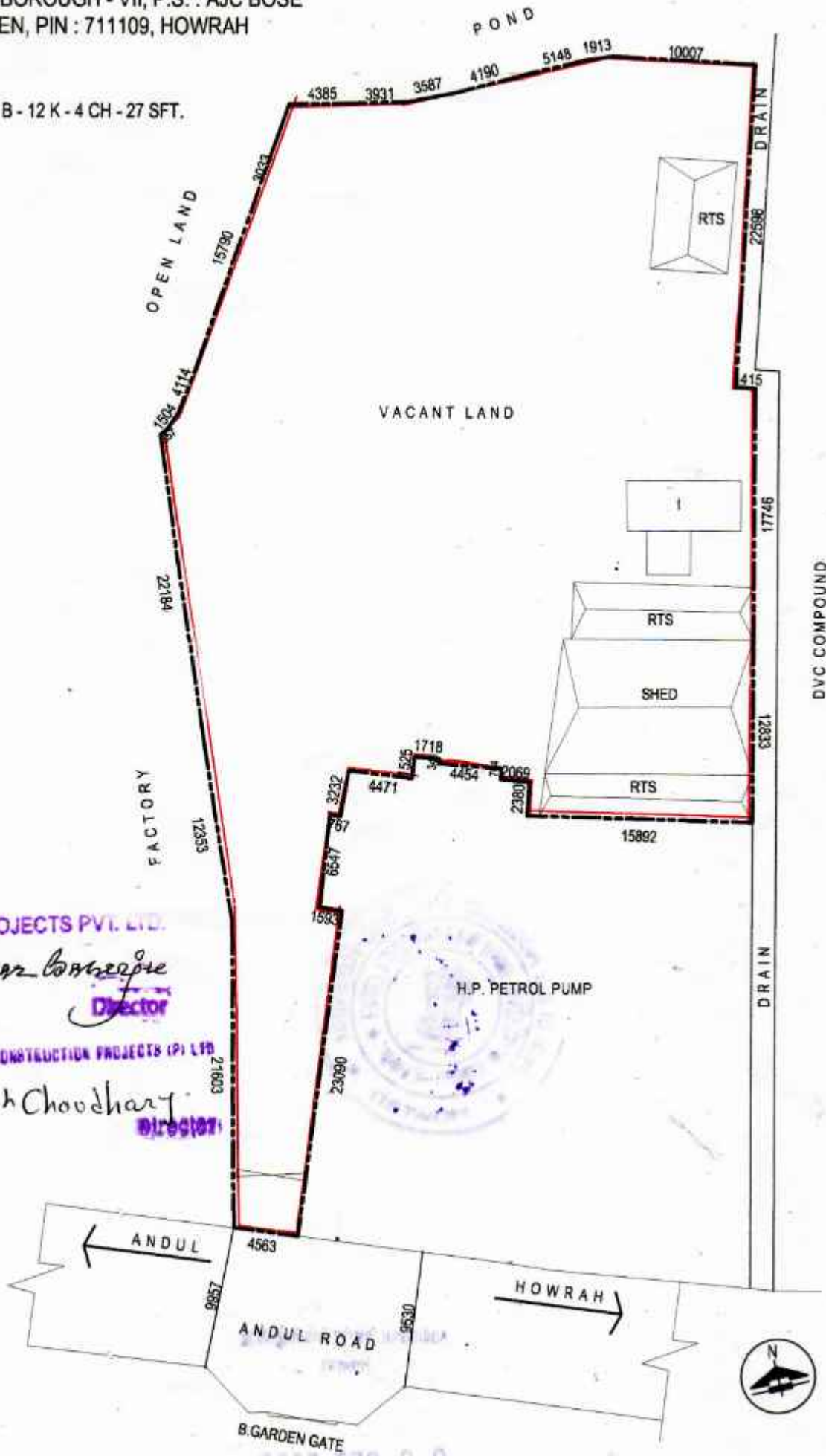
SCALE : 1:400

AREA OF LAND = 1 B - 12 K - 4 CH - 27 SFT.  
(AS PER DEED)


































ARUNKA DEVELOPERS & CONSTRUCTION PROJECTS (P) LTD.  
*Pankaj Khaitan*  
Director

For THEME PROJECTS PVT. LTD.  
*Jagan Kumar Banerjee*  
Director

ARUNKA DEVELOPERS & CONSTRUCTION PROJECTS (P) LTD.  
*Pankaj Nath Choudhary*  
Director





Sl. No.	Signature of the Executants / Presentants					
	 <i>Prakash Khaitan</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 <i>Paras Nath Choudhary</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	 <i>Jagan Kumar Goanvije</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



140920232022076877

## GRIPS Payment Detail

GRIPS Payment ID:	140920232022076877	Payment Init. Date:	14/09/2023 15:12:58
Total Amount:	225032	No of GRN:	1
Bank/Gateway:	Union Bank of India	Payment Mode:	Counter Payment
BRN:	AA403116	BRN Date:	15/09/2023 00:00:00
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

## Depositor Details

Depositor's Name:	THEME PROJECT PRAIVATE LIMITED
Mobile:	9831080856

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240220768782	Directorate of Registration & Stamp Revenue	225032
Total			225032

IN WORDS: TWO LAKH TWENTY FIVE THOUSAND THIRTY TWO ONLY.

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

PAID





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



192023240220768782

GRN Details

GRN:	192023240220768782	Payment Mode:	Counter Payment
GRN Date:	14/09/2023 15:12:58	Bank/Gateway:	Union Bank of India
BRN :	AA403116	BRN Date:	15/09/2023 00:00:00
GRIPS Payment ID:	140920232022076877	Payment Init. Date:	14/09/2023 15:12:58
Payment Status:	Successful	Payment Ref. No:	2002340710/4/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	THEME PROJECT PRAIVATE LIMITED
Address:	46, COLLEGE ROAD SHIBPUR, HORAH, West Bengal, 711103
Mobile:	9831080856
Contact No:	9831295251
Depositor Status:	Buyer/Claimants
Query No:	2002340710
Applicant's Name:	Mr Debabrata Bhaduri
Identification No:	2002340710/4/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy):	14/09/2023
Period To (dd/mm/yyyy):	14/09/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002340710/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	75011
2	2002340710/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	150021
Total				225032

IN WORDS: TWO LAKH TWENTY FIVE THOUSAND THIRTY TWO ONLY.

### Major Information of the Deed

Deed No :	I-0502-09940/2023	Date of Registration	22/09/2023
Query No / Year	0502-2002340710/2023	Office where deed is registered	
Query Date	13/09/2023 5:25:08 PM	A.D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Debabrata Bhaduri Howrah, Thana : Howrah, District : Howrah, WEST BENGAL, Mobile No. : 9831295251, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]		
Set Forth value	Market Value		
Rs. 1,50,00,000/-	Rs. 5,07,98,439/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,50,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assément slip.(Urban area)		

### Land Details :

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Andul Road, , Premises No: 15/2, , Ward No: 041 Pin Code : 711109

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	1 Bigha 12 Katha 4 Chatak 27 Sq Ft	1,49,73,000/-	5,07,71,439/-	Property is on Road
Grand Total :				53.2744Dec	149,73,000 /-	507,71,439 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	27,000/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	27,000 /-	27,000 /-	

### Land Lord Details :





















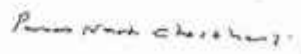


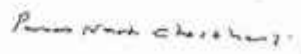


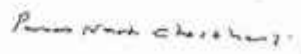
Sl No	Name,Address,Photo,Finger print and Signature
1	ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED 152/3/5 , SALKIA SCHOOL ROAD, City:- Howrah, P.O:- Salkia, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101 , PAN No.:: AAxxxxxx2G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>THEME PROJECTS PRIVATE LIMITED</b> 46 , College Road, City:- Howrah, P.O:- B Garden, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711103 , PAN No.:: aaxxxxxx8d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td><b>Mr Tapan Kumar Banerjee (Presentant)</b> Son of Late Guru Sharan Banerjee Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Sep 22 2023 12:35PM</td><td>LTI</td><td>22/09/2023</td><td>22/09/2023</td></tr></table>	Name	Photo	Finger Print	Signature	<b>Mr Tapan Kumar Banerjee (Presentant)</b> Son of Late Guru Sharan Banerjee Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured		Sep 22 2023 12:35PM	LTI	22/09/2023	22/09/2023	<p>46 , Colleger Road, City:- Howrah, P.O:- B Garden, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx9e, Aadhaar No: 22xxxxxxx6187 Status : Representative, Representative of : THEME PROJECTS PRIVATE LIMITED (as director)</p>		
Name	Photo	Finger Print	Signature													
<b>Mr Tapan Kumar Banerjee (Presentant)</b> Son of Late Guru Sharan Banerjee Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured														
Sep 22 2023 12:35PM	LTI	22/09/2023	22/09/2023													
2	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td><b>Mr Prakash Khaitan</b> Son of Late Narmal Khaitan Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Sep 22 2023 12:36PM</td><td>LTI</td><td>22/09/2023</td><td>22/09/2023</td></tr></table>	Name	Photo	Finger Print	Signature	<b>Mr Prakash Khaitan</b> Son of Late Narmal Khaitan Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured		Sep 22 2023 12:36PM	LTI	22/09/2023	22/09/2023	<p>493/B/1 , G T Road South, City:- Howrah, P.O:- Howrah, P.S:-Howrah, District:-Howrah, West Bengal, India, PIN:- 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx3d, Aadhaar No: 44xxxxxxx1628 Status : Representative, Representative of : ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED (as director)</p>		
Name	Photo	Finger Print	Signature													
<b>Mr Prakash Khaitan</b> Son of Late Narmal Khaitan Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured														
Sep 22 2023 12:36PM	LTI	22/09/2023	22/09/2023													
3	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td><b>Mr Paras Nath Choudhary</b> Son of Late Indra Deo Choudhary Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Sep 22 2023 12:37PM</td><td>LTI</td><td>22/09/2023</td><td>22/09/2023</td></tr></table>	Name	Photo	Finger Print	Signature	<b>Mr Paras Nath Choudhary</b> Son of Late Indra Deo Choudhary Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured		Sep 22 2023 12:37PM	LTI	22/09/2023	22/09/2023	<p>53/3/3 , Bon Behari Bose Road, City:- Howrah, P.O:- Howrah, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxxx9l, Aadhaar No: 56xxxxxxx7525 Status : Representative, Representative of : ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED (as director)</p>		
Name	Photo	Finger Print	Signature													
<b>Mr Paras Nath Choudhary</b> Son of Late Indra Deo Choudhary Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured														
Sep 22 2023 12:37PM	LTI	22/09/2023	22/09/2023													

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Debabrata Bhaduri</b> Son of Late S R Bhaduri Howrah, City:- , P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN:- 711101		 Captured	
	22/09/2023	22/09/2023	22/09/2023
Identifier Of Mr Tapan Kumar Banerjee, Mr Prakash Khaitan, Mr Paras Nath Choudhary			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED	THEME PROJECTS PRIVATE LIMITED-53.2744 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED	THEME PROJECTS PRIVATE LIMITED-100.00000000 Sq Ft



**Endorsement For Deed Number : I - 050209940 / 2023**

**On 22-09-2023**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:21 hrs on 22-09-2023, at the Office of the A.D.S.R. HOWRAH by Mr Tapan Kumar Banerjee .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,07,98,439/-

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

Execution is admitted on 22-09-2023 by Mr Tapan Kumar Banerjee, director, THEME PROJECTS PRIVATE LIMITED (Partnership Firm), 46 , College Road, City:- Howrah, P.O:- B Garden, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711103

Identified by Mr Debabrata Bhaduri, ., Son of Late S R Bhaduri, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Advocate

Execution is admitted on 22-09-2023 by Mr Prakash Khaitan, director, ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED (Partnership Firm), 152/3/5 , SALKIA SCHOOL ROAD, City:- Howrah, P.O:- Salkia, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101

Identified by Mr Debabrata Bhaduri, ., Son of Late S R Bhaduri, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Advocate

Execution is admitted on 22-09-2023 by Mr Paras Nath Choudhary, director, ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED (Partnership Firm), 152/3/5 , SALKIA SCHOOL ROAD, City:- Howrah, P.O:- Salkia, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101

Identified by Mr Debabrata Bhaduri, ., Son of Late S R Bhaduri, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,50,021.00/- ( B = Rs 1,50,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/09/2023 12:00AM with Govt. Ref. No: 192023240220768782 on 14-09-2023, Amount Rs: 1,50,021/-, Bank: Union Bank of India ( UBIN0530166), Ref. No. AA403116 on 15-09-2023, Head of Account 0030-03-104-001-16


**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 75,011/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5812, Amount: Rs.10.00/-, Date of Purchase: 19/05/2023, Vendor name: SOMA SHEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/09/2023 12:00AM with Govt. Ref. No: 192023240220768782 on 14-09-2023, Amount Rs: 75,011/-, Bank: Union Bank of India ( UBIN0530166), Ref. No. AA403116 on 15-09-2023, Head of Account 0030-02-103-003-02

  
**Provash Adhikary**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. HOWRAH**  
**Howrah, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0502-2023, Page from 318516 to 318576

being No 050209940 for the year 2023.



Digitally signed by PROVASH ADHIKARY  
Date: 2023.11.01 16:52:37 +05:30  
Reason: Digital Signing of Deed.

(Provash Adhikary) 01/11/2023

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. HOWRAH

West Bengal.