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Additional Registrar of Assurances-IV, Kolkata 232977

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Additional Registrar of

2 1-SEP 2023

# DEVELOPMENT AGREEMEN'

THIS DEED OF AGREEMENT made this the 2.1st..day of September Two Thousand Twenty Three (2023);

BETWEEN



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





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Payment Mode: Bank/Gateway:

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[Query No/\*/Query Year]

#### Depositor Defails

Depositor's Name:

Mr CREATIVE DEVELOPERS

Address:

BANSHBARI, ENGLISH BAZAR, PAN- AAOFC0514D

Mobile:

9434303220

Period From (dd/mm/yyyy): 19/09/2023 Period To (dd/mm/yyyy):

19/09/2023

Payment Ref 1D:

2002375717/1/2023

Jept Ref D DRN:

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#### Payment Details a Comment of the Extraction of the Payment Details o

il. No.	Payment Ret No. 1	Description	user findings	Amount (x)
	2002375717/1/2023	Property Registration Stamp duty	0030-02-103-003-02	39520
311	2000275717/1/2023	Property Registration- Registration Pees.	0030-03-104-001-16	21

- Total

39541

N WORDS:

THIRTY NINE THOUSAND FIVE HUNDRED FORTY ONE ONLY.

SABYASACHI DEY, (having PAN no. ASZPD0017B & Aadhaar no. 9373 2707 1063), son of Sri Satyendra Nath Dey, by Profession-Government Employee, by Nationality- Indian, By faith- Hindu, residing at Manik Bandopadhyay Sarani, Police Station & Post Office - Regent Park, Kolkata - 700040, and also having permanent residence of 364/54, M.J. Sarani, P.S.- English Bazar, P.O. & District- Malda, Pin 732101, West Bengal, hereinafter called and referred to as the "VENDOR/OWNER", (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

#### AND

CREATIVE DEVELOPERS, a Partnership Firm (Pan no. AAOFC0514D) formed under the Indian Partnership Act, 1932, having its office at Banshbari, P S - English Bazar, P O.+ Dist - Malda (West Bengal) - 732101, acting through its Partner and Authorized representative 1) SRI SAMYABRATA MAITRA, (having PAN - ASAPM2082Q, Aadhaar No. 848100774780), S/O Sri Subal Krishna Maitra, by Profession - Business, by Nationality-Indian, By faithHindu, resident of Banshbari, P.S.- English Bazar, P O.+ Dist - Malda, Pin- 732101, and 2) SRI SAYANTAN MAITRA, (having PAN - BNTPM2268P, Aadhaar No. 302956850358), S/O Sri Subal Krishna Maitra, by Profession - Business, by Nationality-Indian, By faith- Hindu, resident of Banshbari, P S - English Bazar,

P O + Dist - Malda, Pin- 732101, West Bengal hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the "OTHER PART".

WHEREAS unless in presents there is something in the subject or context repugnant to or inconsistent therewith -

- A. ARCHITECT / ENGINEER /L B S shall mean the authorized and registered person who may be appointed by the DEVELOPER for planning and supervising of the multistoried building to be constructed in the said property.
- B. BUILDING shall mean the proposed multistoried building to be constructed as per plan to be sanctioned by the English Bazar Municipality on the said property and shall include the parking space, shop rooms and other spaces intended or meant for the enjoyment of the building.
- C. BUILDING PLAN shall mean such plan or plans to be prepared by the Architect / Engineer / L.B.S. for the construction of the building for sanction thereof and to be sanctioned by the English Bazar Municipality and "\*shall include any amendment or modification thereof made or caused to be made by the DEVELOPER.

D. BUILT UP AREA shall mean include the covered space of Flat / Unit in the said building.

E COMMENCEMENT: This Agreement shall be deemed to have come into effect on and with effect from the date first above written, i.e. day of September, 2023.

F. COMMON EXPENSES shall mean and include the proportionate expenses in respect of maintenance etc. of the common areas, common parts and common facilities.

G. COMMON FACILITIES shall include corridor, outer & passage walls, ways, stair case, passage, drive ways, pump room, lift, generator (if any), septic tank, sewerage system, water pump/motor, roof/ terrace, parapet walls etc and other facilities which may be mutually agreed upon between the parties for enjoyment, maintenance and /or management of the building, mentioned in the Schedule- "D" hereunder written.

H. DEVELOPER shall mean said CREATIVE DEVELOPERS and its Representatives and assigns.

I. DEVELOPER'S ALLOCATION shall mean entire Constructed area of the new proposed building excepting Flats and Garages as

mentioned below in para "N" i.e. OWNER ALLOCATION of total sanctioned Area of the total new project.

- J. DOCUMENTS shall mean title deeds, link deeds, Tax Receipts and other related papers, documents, in connection with the premises and its title.
- K. FLAT shall mean the covered space consisting of Bed Rooms, Dining Room, Drawing Room, Toilet, Kitchen, Balcony etc. and all fittings and fixtures therein together with undivided proportionate share or interest in the land comprising the premises together with common rights, facilities and amenities.
- L. FORCE MAJEURE shall mean flood, earth quake, riot, pandemic, epidemic, war, storm, tempest, civil commotion, strike, lock out and/or any other act or omission beyond the control of the party affected thereby.
- M. OWNER shall mean FIRST PART i.e. SABYASACHI DEY.

# N. OWNER ALLOCATION shall mean

Entire 2nd and 4th floor of the building shall be allotted to the OWNER's Flats shall be constructed in the 2nd and 4th floor in consultation with owner as regards quantity and size as per municipality norms. Each flat in 2nd and 4th floor may Consist of Two/Three Bed Rooms, One Kitchen, one dining, One Balcony and Two Toilets.

- Ground floor of the building is meant for car parking, common two-wheeler parking, DG (Diesel Generator) Set space, guard Space, lift passage, common toilet, electric meter space, C.C.T.V space, community hall, common passage etc. 40% of the ground floor after providing spaces for i) DG (Diesel Generator) Set space, ii) electric meter space, iii) guard space, iv) lift passage common passage & v) Common Two-Wheeler Parking vi) C.C.T.V space, vii) community hall, viii) common toilet and other common utilities if required shall be allotted to owner as per municipality norms.
- iii) If plan is approved for 6th floor in his building by the English Bazar Municipality, then 40% of 6th floor shall be allotted to the owner as per municipality norms. Flats shall be constructed in the 40% of the 6th floor in consultation with owner as regards quantity and size as per municipality norms. Each flat in 40% of 6th floor may consist of Two/Three Bed Rooms, One Kitchen, One Dining, One Balcony and Two Toilets. If plan is not approved by the EBM, then owner is not entitled any space other than space mentioned in para i) and ii) above. The costing for 6th floor plan passing from EBM including miscellaneous expenses will be borne by both parties proportionately.

# O. Specification of OWNERS allocation Flats

# a) Flooring

Drawing, Dining Space & Bed Room will be (2' X 2') vitrified tiles (Vendor: Somani or similar For Ivory) finished & Bathroom & Kitchen floor will be tiles finished Common Space will be floor Tiles/ Kota stone finished.

#### b) Walls

Outer wall will 8" thick and inner wall will be 5" or 3" thick. Kitchen top will be green marble finished. Kitchen top up to 2 feet height tiles will be provided. At bathroom up to 6 feet height Glazed Tiles will be provided

#### c) Doors

Door's frame is Neem/Jam Wood Flush door shutter will be provided.

### d) Windows

Windows will be sliding aluminum framed glass window.

# e) Grill

M. S. Grill will be provided in windows and balcony railing (2.5 feet height from floor) for protection.

#### f) Sink

Stainless Steel Sink will be provided in kitchen.

## g) Sanitary

Commode, Basin & all will be in white in colour. Two Commode Bathroom. (Vendor: Essco, Hindware, or equivalent). Bath fittings, kitchen fittings will be standard quality (Vendor: Essco or equivalent).

# h) Ceiling/Wall

Wall Putty finish to be done.

#### i) Outside Finished

Outside Building will be painted with water proof weather coat.

## j) Electric Wiring

Total 30 electrical points including One A.C point at Master Bedroom & One Geyser point will be provided in each flat. Standard wiring with standard electrical fittings i.e. switches etc.

#### k) Lift

Good quality of reputed company's lift is to be provided (Otis/ Kone or equivalent).  Municipal Mutation Cost for Owners allocated flats & garages shall be borne by the Owner as stated in Para-"N" or owner allocation.

At the time of delivery, the OWNER is bound to check up all the sides of building and after delivery of the flats & Garages i.e., after possession, no complain or demand will be entertained by the DEVELOPER.

#### P. PREMISES

Shall mean the said Mouza-Sherpur Mokimpur, J.L. No -63, Khatian No - 531 & 532 (RS), 2770 (LR), RS Plot No - 357, LR Plot No - 3063 & 3058, P.S.- English Bazar, PO + Dist - Malda, Holding No - 364/54 M J. Sarani, Banshbari, Ward No - 14 of English Bazar Municipality, more fully and particularly described in the Schedule "A" hereunder written.

#### O. PURCHASER

Shall mean and include the person or persons who intend to purchase flat/Units in the proposed multistoried building.

# R. SALEABLE SPACE

Shall mean the space in the new building available for independent use and occupation after making due provision for common facilities and the space required therefore.

# S. SUPER BUILT-UP AREA

Shall mean and include the covered space/built up area of flat/unit together with undivided proportionate share or interest in the land and common facilities.

#### T. TITLE DEEDS about OWNER Title Deeds

U. TRANSFER with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in a multistoried building to purchaser thereof although the same may not amount to transfer in law.

#### V. TRANSFEREE

Shall mean a person to whom any space/unit in the said multistoried building shall be transferred. W. MASCULINE GENDER shall include feminine gender and vice versa.

# W. SINGULAR NUMBER

Shall include plural number and vice versa. AND WHEREAS the OWNER has represented that he is the sole, absolute and exclusive OWNER in possession, of 100% share in the above mentioned lands. 0.09 Acres of land was acquired by Sri Satyendra Nath Dey, S/O Late Birendra Nath Dey from Smt. Asha Rani Debi, W/O Late Manindra Nath Jha, by way of SALE DEED vide Deed No. 1-9743 & 1-9744 on 1976 dated 31-05-1976 registered in the Office of DSR Malda. Another

0.09 Acres of land was acquired by Sri Satyendra Nath Dey, S/O Late Birendra Nath Dey from Smt Annapurna Devi, W/O Late Ghanashyam Jha by way of SALE DEED vide Deed No. 1-10616 & 1- 10617 of 1976 dated 18-06-1976 registered in the Office of DSR, Malda. As per aforesaid 4 (Four) Nos. of Sale Deeds, Sri Satyendra Nath Dey became absolute owner of 0.18 Acres of land situated at Mouza-Sherpur Mokimpur, J.L. No.-63, Khatian No -531 & 532 (RS), 2770 (LR), RS Plot No.- 357, LR Plot No.- 3063 & 3058, P.S.- English Bazar, P.0+ Dist -Malda, Holding No - 364/54, M. J Sarani, Banshbari, Ward No - 14 of English Bazar Municipality. Due to reason not known, 0.1317 acres out of 0.180 acres have been recorded in the name of Sri Satyendra Nath Dey in LR ROR bearing khatian no. 2770. He is in complete and peaceful possession of 0.1317 acres of land situated at Mouza-Sherpur Mokimpur, J.L. No.- 63, Khatian No-531 & 532 (RS), 2770 (LR), RS Plot No - 357, LR Plot No. - 3063 & 3058, PS - English Bazar, PO.+ Dist - Malda, Holding No - 364/54, M. J Sarani, Banshbari, Ward No -14 of English Bazar Municipality. After that Sri Satyendra Nath Dey transfer his property to his son Sri Sabyasachi Dey by way of Deed of Gift bearing Deed No. 190207496, dated 02/07/2023 registered in the office of A.R.A. II, Kolkata.

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises/property the Land

OWNER made out a scheme for a multistoried project but due to lack of expertise and paucity of sufficient fund to undertake and complete the said project decided to engage, appoint and entrust the said development work to a capable and reputed DEVELOPER who could skillfully raise and complete the said costs building at its proposed multi storied the offered decided having so responsibilities and DEVELOPER to undertake the said project the DEVELOPER agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions hereinafter appearing.

# NOW THIS AGREEMENT WITNESSETH AS IN PER

- This agreement shall be deemed to have commenced with effect from the execution of this presents.
- The name of this project will be "APARAJITA".
- 3. The OWNER is individually seized and possessed of or otherwise well and sufficiently entitled to all that the land and premises situate on the piece and parcel of land containing by estimation an area of 0.1317 acre, be the same a little more or less along with old structure standing thereon lying and

English Bazar Municipality, Manik Jha Sarani, Banshbari, PS- English Bazar, P O + Dist - Malda, more fully and particularly mentioned and declared in Schedule "A" hereunder written and hereinafter for sake of brevity referred to as the "SAID PROPERTY" and that the said property is free from all encumbrances, charges, liens, attachments, trust, mortgages and other defects in title and the said property is not subject to any order of compulsory acquisition or requisition whatsoever from any comer and/or any law for the time being in force. The DEVELOPER as entered into this Agreement relying on the aforesaid representation and/or assurances of the OWNERS and is acting on good faith thereof.

- 4. i) The OWNER declare that he is entitled to enter into this agreement with the DEVELOPER and he has full right and absolute authority to sign and execute the same.
- That the OWNER has not agreed, committed or contracted or entered into any agreement for Sale or Lease or Development of he said property or any part thereof with any person or persons other than the DEVELOPER and that he has not created any mortgage, charge or any other encumbrance; on the said property as mentioned herein.

- thing whereby or by reasons whereof, the Development of the said property may be prevented or affected in any meaner whatsoever. If however, any litigation is found to exit in respect of the said property then the OWNER shall pay to the DEVELOPER all expenses incurred by the DEVELOPER with interest thereupon.
- 5. The OWNER and the DEVELOPER have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership as between the parties and/or an association of persons.
- 6. That in pursuance of the aforesaid intention the OWNER hereby grant, subject to what have been hereunder provided, exclusive right to the DEVELOPER to enter into the said property and to promote, develop and construct a multistoried building thereon consisting of several flats/units, shops and garage spaces in accordance with the proposed building plan to be sanctioned by the English Bazar Municipality with or without such amendment and/or modification that may be advised by the Architect/Engineer and thereafter sell the flats, units and spaces etc. of the DEVELOPER'S allocation to the prospective purchaser/s and appropriate the sale proceeds. The DEVELOPER shall provide the OWNER of an amount of Rs. 20, 00,000.00 (Rupees Twenty Lacs) only as security

deposit, refundable without interest to the DEVELOPER after handover or possession of the OWNERS allocation as per sanction plan.

7. Upon taking over the possession of the said property, the DEVELOPER shall measure and survey the said property and prepare or cause to be prepared feasible building plans. Specifications, sections, elevations of the said property and shall cause to be submitted the said building plans, etc. to the English Bazar Municipality and get the same approved and sanctioned. OWNER shall have no objection if any land/building adjacent of this property (as detailed in Scheduled-A) shall be merged with this property if DEVELOPER enters into a Development Agreement with owners of land/building adjacent to this property and OWNER i.e. PARTY OF FIRST PART shall issue no objection certificate (NOC) for such merger, if any and building plan before English Bazar Municipality Malda.

8. All applications, plans, revised plan, mutation and other papers and documents as may be required by the DEVELOPER, for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the DEVELOPER on behalf of the OWNER and at the DEVELOPER'S own costs and expenses and the DEVELOPER shall pay and bear all fees including

Architects/Engineers/L.B.S.'s fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises. The DEVELOPER shall be at liberty to make necessary application for the purpose to the authorities concerned at its costs and expenses in the names of the OWNER and the OWNER shall join in such application but the responsibility of obtaining such application lies with DEVELOPER.

- 9. The DEVELOPER shall demolish the existing old structure at their costs and responsibilities and the materials obtained upon demolition of the existing building shall become the property of the DEVELOPER and the DEVELOPER shall have every right to sell away the same and appropriate the sale proceeds only Developer Allocation.
- 10. The DEVELOPER herby undertake the responsibility to get the plan sanctioned from the concern authority or English Bazar Municipality and start construction of the building and to complete the whole complex within 42 (Forty Two) months from the date of sanction of plan along with the permission for construction from the concern authority or English Bazar Municipality in accordance with the sanctioned plan and/or handing over the peaceful vacant possession of the property whichever is later and within this time the Developer shall give complete possession of the Owner allocation also subject to

force majeure (i.e. flood, earth-quake, riot, war, pandemic, storm, tempest, civil commotion, strike or any prohibitory order from any court, municipality or any other authority/authorities and/or any other act or commission beyond the control of the DEVELOPER such as non-availability of cement, steel and other building materials, status and ordinances or orders of the Government). If Developer got sanction plan for 6th floor then it requires another 8 (eight) months to complete the said project.

- 11. The DEVELOPER shall at its costs construct, erect and complete the proposed building at the said premises in accordance with the sanctioned plan with good and standard quality of materials and with such specification as are mentioned in the specification of the building and as may be recommended by the Architect/Engineer /L.B.S. from time to time and the Owner in all progress as well as to check the quality of materials.
- 12. Subject to as aforesaid the decision of the DEVELOPER regarding the quality of the materials shall be final and binding on the parties hereto provided that the same shall not be inferior to the standard as mentioned in the building laws/rules of the concerned Municipality.

13. The DEVELOPER shall install erect in the said building at the DEVELOPER'S costs and shall provide standard pump etc. overhead tanks, General Electric wiring, and installations and other facilities as are required to be provided in a residential-cum-shopping complex having self-contained apartments and constructed for sale of such flats/shops/garages on Ownership basis and as hereby mutually agreed.

14. The DEVELOPER shall be authorized in the name of the OWNER in so far as is necessary to apply for and obtain quotas, entitlements and other allocation of or for cement, all types of steels, bricks and other building materials and accessories allocable to the OWNER for the construction of the building and similarly to apply for the obtain temporary and permanent connections of water, drains, sewerage and/or other facilities required for the construction or enjoyment of the building.

without creating any financial or other liabilities of the OWNER, construct and complete the said proposed building and various units- and/or flats/shops/garages therein accordance with the sanctioned building plan and costs, charges and expense including architects' fees shall be discharged and paid by the DEVELOPER and the OWNER will have no responsibility in the context.

16. That DEVELOPER is entitled to avail financial assistance from any scheduled bank/nationalized bank/Co-operative and Private Bank for completion of this project based on said property, for which OWNER shall have no objection in any manner.

17. The DEVELOPER shall upon the agreement be at liberty to advertise, fix hoarding, or sign board of any kind relating to the publicity for and/or inviting the intending purchasers for the sale of flats/shops and spaces of the said building allocated to the DEVELOPER with exclusive right and authority to negotiate for the sale of the flats/shops/garages together with proportionate share of land which are allocated to the DEVELOPER, to any prospective buyers before, after or in course of the construction of work of the said building at such consideration and as such, terms and conditions as DEVELOPER shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or initial payments or part payment thereof shall be received by the DEVELOPER. The OWNER herein will have no right and share and will not be entitled to any portions thereof, which are earmarked as DEVELOPER'S allocations.

18. The DEVELOPER hereby agree and covenant with the OWNER not to violate of contravene any of the provisions or rules applicable for the construction of the said building and the DEVELOPER shall indemnity and keep indemnified the OWNER against all losses, damages, costs, charges, expenses that will be incurred or suffered by the OWNER on account of or arising out of any breach of any of these terms of any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect, of such construction or otherwise howsoever.

19. That the DEVELOPER shall indemnify and keep indemnified the OWNER hereof from or against all actions, suits, proceedings, fines, penalties, architects' fees and all costs, charges, expenses, damages incidents and accidents (God forbid) if occurred thereof in respect of the said proposed building in the said property.

20. The DEVELOPER shall pay and bear all property taxes and other dues and outgoing to in respect of the said property accruing due and from the date of commencement the construction of the Building Upon completion and handing over of the OWNER'S allocation the OWNER will pay the undivided tax of their portion until separately assessed tax separately.

- 21. In consideration of the OWNER having agreed to permit the DEVELOPER to commercially exploit the said premises by constructing multi-storied building thereon and sell those flats, shops and garages spaces belonging to the DEVELOPER'S allocation comprising therein and appropriate the sale proceeds. DEVELOPER shall provide for and give Flats and Garages as mentioned in Para-N above or Owner Allocation.
- 22. That Developer agrees to pay Rs. 8000/- (Rupees Eight Thousand) only per month as rent to the Owner from the dated of vacate/shifting of the aforesaid existing property to till the handing over of the Owner allocation.
- 23. The OWNER will not obstruct or withheld or in any other way interfere in the process of construction of the said building by the DEVELOPER. The OWNER hereby authorize the DEVELOPER to lawfully do execute and perform all acts, deeds, matters and things for the purpose of or relating to the construction of the said building and only the DEVELOPER, shall construct and be responsible for the said construction of the building.
- 24. The OWNER will not do any act or things hereby the DEVELOPER shall be prevented from constructing and

completing anti/or doing any other act relation to the said building.

- 25. OWNER do the hereby covenant with the DEVELOPER not to do any act, deed or thing whether by themselves or by their representatives whereby the DEVELOPER may be prevented from constructing, selling, assigning and/or disposing of DEVELOPER allocation in the building at the said premises of the intending buyers.
- The OWNER above named shall always co-operate the DEVELOPER for commercial exploitation of the said plot and premises and at the request of DEVELOPER shall at all times sign necessary applications, affidavits, documents, deeds and agreement without prejudice to its rights and contentions and shall also at the like request of the DEVELOPER appear in all such office or offices as may be required for the purpose of implementation of the scheme of the development on the said premises.
- 27. The OWNER herein undertake not to create any kind of charges or mortgage including that of equitable mortgage by depositing the title deeds of the said premises/land or any portion thereof at any during the subsistence of this agreement for shall let out, grant, lease, mortgage and/or charge or part with the possession of the said premises or any

portion without the consent in writing of the DEVELOPER on and from the date of execution of this agreement.

28. The OWNER will keep the DEVELOPER indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffer by the OWNERS in respect of the said property or for the act and conduct of the OWNER or otherwise.

29. That the OWNER by a separate power of attorney will appoint, nominate and constitute the DEVELOPER as their constituted attorney to do all acts, deeds and things as required for the purpose of commercial exploitation of the said premises including the authority to enter into agreement for sale of flats/shops either incomplete or in incomplete condition as the DEVELOPER desire of the DEVELOPER'S allocated share and receive the earnest money and the entire consideration thereto and the OWNER will also provide necessary authority to the DEVELOPER above named to execute, present and register all deed or deeds of conveyance relating to their allocated portion-area and to seek loan from financial institution for the construction and completion of the proposed building and the DEVELOPER shall be further authorized to sell the DEVELOPER'S allocation. The OWNER

will furnish all relevant papers and documents and all necessary information in respect of the said property.

- 30. The OWNER hereby authorize and empower tie DEVELOPER to construct the said proposed building in the said premises at its costs and expenses or sum procured from the intending purchasers with power to sell and/or transfer in anywise the flats/units/garages/shops therein constructed save and except the OWNER allocation to any intending transferee at such amount as the DEVELOPER may deem fit and proper and to appropriate the entire/sale transfer proceeds by them.
- 31. That Developer shall have right only to enter in to third party agreement or agreements 1(either registered sale agreement) to sell the remaining portion of the constructed area i.e., Developer allocated portion and for that purposes may advertise, appoint, setting agents, negotiate with the intending buyers and receipt the consideration money from them or part thereof at its/their own choice and risk, but be it mentioned here that the Developer & Owner both herein shall have no right to execute any kind of conveyance or conveyances in favour of the intending Purchaser or purchasers. And Developer shall not deliver his/her Allocated portion to the Third Party/Purchaser before delivery or

premises to the Owner of thereof the entire Owner's allocation, to the Owner, as mentioned above.

- 32. The original papers and documents and title deeds in respect of the said premises during the period of construction shall be kept with the DEVELOPER so that interested person/intending buyers shall be entitled to have inspection and upon completion of the building the same shall be handed over to the Apartment OWNER'S Association on its formation.
- 33. The OWNER shall execute and register the Deed of Conveyance of conveyances of the DEVELOPERS allocation in the proposed building in favour of the DEVELOPER or its nominee or nominee's i.e the OWNER will make themselves available for executing all or any such deeds or conveyances on requests made by the DEVELOPER.
- 34. The Developer and Owner both hereby agrees that in case of any unforeseen happening such as non-availability of basic raw materials for the construction work, non-availability to masons and for any other such types of reasons which are not under the control of the Developer therein, then stipulate period i.e. 36 (Thirty Six) months of Development Agreement to be extend such further period of 6 (Six) months with mutual consent.

- 34.1 After completion of the 36 (Thirty Six) months from the date of Sanctioned Plan which is to be submitted within 6 (Six) months from the date of agreement, if the construction is incomplete the Developer will be liable to pay Rs. 50,000/-(Rupees Fifty Thousand) only per month to the Owner till the completion of the construction OR this Development Agreement & Development Power of Attorney will be held no value.
- 35. notwithstanding the arbitration clause as referred to herein below the right to use for specific performances of this contract by any party against the other as per the terms of this agreement shall remain unaffected.
- 36. That after completion of the building and after selling out all or any of the flats, the flat/apartment OWNERS shall form an Association and the said Association manages and maintains all the affairs of the said building. The land OWNER will join the said Association like others and so also the future purchasers and each member shall abide by the byelaw and regulations of the Association.
- 37. The OWNER and the DEVELOPER will punctually and regularly pay for their respective allocations the rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the parties and the OWNER

shall keep the DEVELOPER indemnified against claims, actions, demands, charges, costs, suits, proceedings, whatsoever directly or indirectly instituted against or suffered by the DEVELOPER be consequent upon a default and defect of the OWNER in the behalf.

- 38. The courts at Malda alone shall have the jurisdiction entertain, try and determine all action suits and proceedings arising out of these presents between the parties hereto.
- 39. That the OWNER and the DEVELOPER shall be exclusively entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the OWNER will not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER allocation.
- 40. That neither party shall use or permit to be used their respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity not use the same for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or occupiers of the apartments of the building.

- 41. That from the date of taking possession of the OWNER' flat or apartment and the proportionate share in the common areas and facilities, the OWNER will be responsible to pay proportionate share of taxes and other expenses.
- 42. That the OWNER shall thereafter punctually and regularly pay the said common expenses to the concerned authority or to the DEVELOPER or otherwise as specified by the DEVELOPER and shall keep the DEVELOPER or other authority in that behalf, and also to all the apartment holders, indemnified against all claims, actions, demands and costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER or such authorities or other apartment holders as the case may be, consequent upon a default by the OWNER in that behalf.
- 43. The OWNER along with the other apartment OWNERS of the building may frame rules and bye laws for the guidance of all the apartment OWNERS, and may frame a Society for its smooth management. In such case, the parties hereto shall abide by the directions of the said Association in matters connected with the common areas and facilities and the common expenses.

44. That the common areas and facilities shall not in any way be encumbered, encroached upon or hindered by any of the parties nor shall nay of the future flat or apartment OWNER have any right beyond the provisions of the West Bengal Apartment Ownership Act, 1972 so far as common areas and facilities are concerned.

45. That the death of OWNER shall not have the effect of termination of this agreement in which case the nominees of the deceased OWNER shall automatically step into the shares to all intents and purposes.

46. That if any dispute crops up in respect of the title of the property, the same would be set right by the OWNER at his own costs and expenses and the OWNER shall take responsibility of persons in respect of the said or having any sorts of direct or indirect interest in the said property. If the said property is found to be anywise encumbered or to suffer from any defect in title or the development of the said property is found to be impossible for any such causes or disturbances or for any inherent/legal shortfall the OWNER will be solely liable for the same to settle said problem in future.

- That Stamp Duty & Other Registration Expenses related to execution of this Development Agreement and General Power of Attorney shall be borne by the Other Part i.e. DEVELOPER.
- 48. That after completion of the building in habitable condition with electrical, Sewerage and water supply connection including its outside painting and before handing over to the owners of their allocated portion, the developer shall secure a completion certificate from English Bazar Municipality, if issued from the Municipal authorities and other necessary approvals including Sewerage connection from the concerned authorities and shall submit photo copies of the same to the owners duly attested.
- 49. On and from the date of handing over possession by the Developer to the Owners of their allocated portions and until separate mutation and assessment, both the OWNER and DEVELOPER, and/or their respective nominees and/or allottees, as the case may be shall be responsible and liable to pay proportionate rates, and taxes, levies, impositions and outgoings whatsoever payable in respect of the said respective allocation. In addition, thereto, both the Owner & Developer shall also be responsible and liable to pay and bear the proportionate part or share of all costs, charges, impositions

and expenses relating to common areas and facilities towards its maintenance and up keep of the said properties.

50. That the Land Owner bound to execute all agreements for sale, Deed of Conveyance and/or transfer concerning Developer's allocation and shall remain bound to execute a General Power of Attorney empowering the Developer or Developer's agent to execute to all such agreements for sale or transfer for and on behalf of the Land Owner's concerning Developer's allocation of the Building at the said premises, the Land Owner also bound to submit all municipal mutation applications along with mutation fees for all units of owner's allocation within one month after handover from developer.

#### 51. ARBITRATION

In case of any dispute between the parties hereto will regard to the development of the said premises or with regard to the interpretation of any clause of this agreement or in the event of any other disputes of any nature whatsoever or howsoever arising out of or in connection with this agreement and/or the development of the premises. The party raising the disputes shall serve a notice on the other party by Registered post with A/D at the address herein before mentioned giving details of the disputes raised, within 15 (fifteen) days of the receipt of the said notice, the parties shall try and settle the dispute amicably in a joint meeting. In the event the dispute is

as may be agreed upon in writing either partly may then refer the dispute to arbitration under the provision of Arbitration & Conciliation Act 1996 (The Act) or any amendment of two independent Arbitrators. One to be appointed by each party who shall jointly appoint and umpire at the commencement of the reference.

#### THE SCHEDULE "A"

# (DESCRIPTION OF THE PROPERTY / PREMISES)

ALL THAT piece and parcel of homestead land measuring 0.1317 acres, more or less along with 2000 square feet (cemented Floor) (Ground Floor 1000 Sq.Ft & First Floor 1000 Sq.Ft.) more or less 30 years old structure standing thereon lying at Mouza-Sherpur Mokimpur, J.L. No - 63, Khatian No.-531 & 532 (RS), L.R. Khatian No. 2770, RS Plot No - 357, LR Plot No - 3063 (0.1217 Acre) & 3058 (0.0100 Acre), P.S.- English Bazar, P O.+ Dist - Malda, Holding No.- 64/54, M. J. Sarani, Banshbari, Ward, No - 14 of English Bazar Municipality, butted and bounded by.

ON THE NORTH : House of Dilip Saha & others

ON THE SOUTH : 15 feet wide Manik Jha saroni

ON THE EAST : House of Jagannath saha & Sanjay Kundu &

Others

ON THE WEST : House of Janak Singha, Shib nath Kundu,

Subal Krishna Maitra & others.

# THE SCHEDULE "B" (DESCRIPTION OF THE OWNER ALLOCATION)

The Land owners' will be entitled to get as follows:-

# A. The owners will get:-

In consideration of the above named Land Owner shall be entitled to get Entire 2nd and 4th floor of the new proposed building (G+5) shall be allotted to the OWNER and approved area in the Ground Floor of the building is meant for open/covered car parking, common two wheeler parking, DG (Diesel Generator) Set space, Electric meter space, guard space, lift passage, C.C. TV space, community Hall, Common toilet, common passage etc. 40% of the ground floor after providing spaces for i) DG (Diesel Generator) Set space, ii) electric meter space, iii) guard space, iv) lift passage common passage & v) Common Two-Wheeler Parking

vi) C.C.T.V space, vii) community hall, viii) common toilet and other common utilities if required shall be allotted to owner as per municipality norms, together with proportionate share of Land underneath of the new multi storied building to be

constructed over Land owners undivided above noted Schedule "A" lying and situated at Mouza- Sherpur Mokimpur, J.L. No - 63, Khatian No.-531 & 532 (RS), 2770 (LR), RS Plot No - 357, LR Plot No - 3063 & 3058, P.S.- English Bazar, P O.+ Dist - Malda, Holding No.-64/54, M. J. Sarani, Banshbari, Ward No - 14 of English Bazar Municipality and undivided share in all common parts and portions area and facilities, civic amenities together with undivided share of land, hereinafter referred to as the LAND OWNER ALLOCATION. If plan is approved for 6th floor in his building by the English Bazar Municipality, then 40% of 6th floor shall be allotted to the owner as per municipality norms. Flats shall be constructed in the 40% of the 6th floor in consultation with owner as regards quantity and size as per municipality norms.

# B. The owners will receive:-

After one month of execution of this Developer Agreement, the DEVELOPER shall provide the OWNER of an amount of Rs. 20.00,000.00 (Rupees Twenty Lacs) only as security deposit, refundable without interest to the DEVELOPER at the time of

handover or possession of the OWNERS allocation as per sanction plan.

# THE SCHEDULE "C"

# DESCRIPTION OF THE DEVELOPER ALLOCATION)

In consideration of the above DEVELOPER shall be entitle to get entire Constructed area of the new proposed building excepting Flats and Garages as mentioned below in para "N" i.e. OWNER ALLOCATION of total sanctioned Area of the total new project, together with proportionate share of Land underneath of the new multi storied building to be constructed over Developer undivided above noted Schedule "A" lying and situated at Mouza-Sherpur Mokimpur, J.L. No - 63, Khatian No.-531 & 532 (RS), 2770 (LR), RS Plot No - 357, LR Plot No - 3063 & 3058, P.S.- English Bazar, P O.+ Dist - Malda, Holding No.- 64/54, M. J. Sarani, Banshbari, Ward No - 14 of English Bazar Municipality and undivided share in all common parts and portions area and facilities, civic amenities together with undivided share of land, hereinafter referred to as the LAND DEVELOPER ALLOCATION.

SKETCH PLAN OF LAND IS ATTACHED AND IS AN INTEGRAL PART OF THIS AGREEMENT.

#### SCHEDULE - "D"

# (Specification Of The Common Items And Area)

# COMMON PORTIONS AS ARE COMMON BETWEEN THE CO-

# OWNERS OF THE PREMISES:

- The foundation column, girder, beams, supports main walls, stair landing, roof, lift, lift room, entrances to and exists from the side building and main gate.
- Installation of common services such as water, sewerage and proper drainage and outlet to the building electrical wiring.
- Roof, Light arrangements at the main gate, passages, stair case, staircase landings, etc. of the Building.

- 4. Pump, motor, pipes and all apparatus and installation for the building and common use.
- Underground and overhead water reservoir.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day months and year first above written.

WITNESSES

1. Suchamory De. Slo-Lt. Subadh Ch. De. Rlu-Pirojpux. Ps. E.B. PO Dt. Malda. Aln-73210 (W.B)

Sabyasachi Duy.

SIGNATURE OF THE FIRST PART

Samabah Mails
PARTNER

2. Momento Org 5/6 Lt Jibon Krishna Roy. Warman's College Road. Pirojaus Port Dist - Maldu. PIN - 732101

Saymtmuim:
FARTHER

SIGNATURE OF THE OTHER PART

Drafted & Typed by

ukhamay

SUKHAMAY DE

Advocate Malda bar Association , Malda Enrolment No. W.B. 2037/2001 অতিবিক্ত পানো নং —



বাম হাতের **আুফুল ছাপ** 

ডান হাতের আঙ্গুল ছাপ



Salyasachi Duy

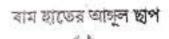


বাম হাতের আ**দৃশ ছাপ** 

ভান হাডের আগুল ছাপ # %



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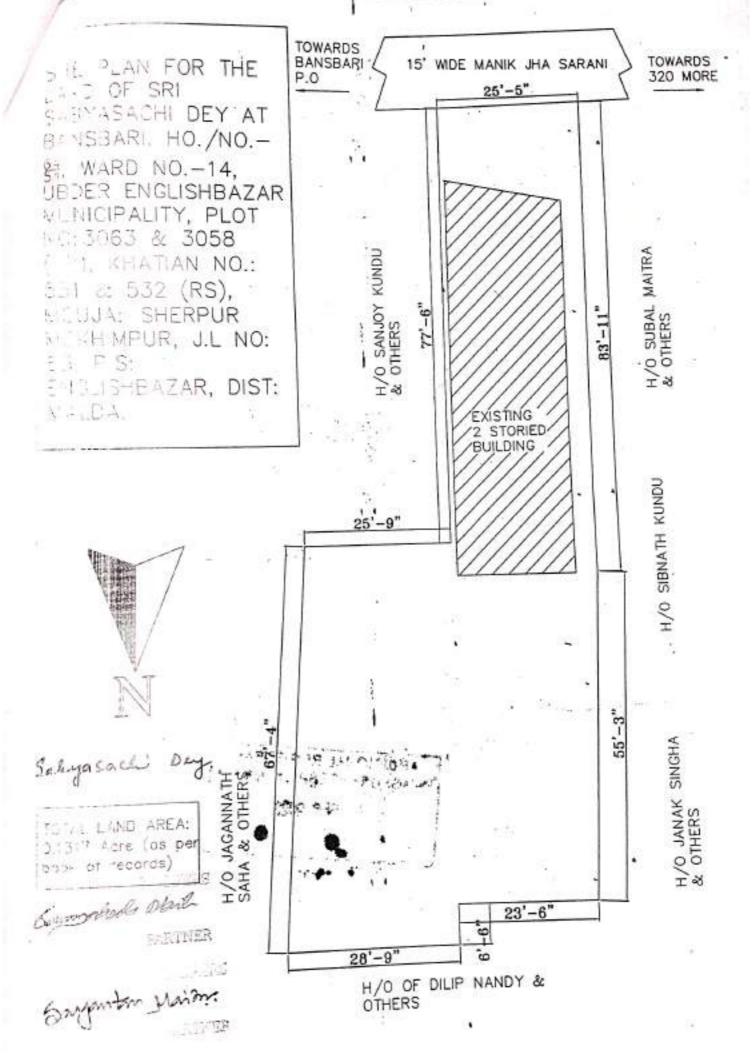


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The Sayman Maine

# SITE PLAN



#### Major Information of the Deed

Card No	1-1904-13636/2023	Date of Registration 2 (2)(49)20236. 1997 1
Citry No Year	1904-2002375717/2023	Office where deedlistegistered 35 5 5 5 5 5 5
County Date	18/09/2023 7:17:38 PM	A.R.A IV KOLKATA, District: Kolkata
Applicant Name, Address & Other Dotails	Sukhamay De Malda, Thana: English Bazar, District: 9434303220, Status: Advocate	Malda, WEST BENGAL, PIN - 732101, Mobile No.
Transaction	K. S. C. S. C. L.	Additional Tansachons
(0: 10) Sala. Development / agriciment	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]
Sign Forth value	一个人。一个人们一个人的人的人们	Market Value 1997
Fis. 1 B5,22,359/-		Rs. 2,00,06,010/-
Emmoduty Paid(SD)		Registration FootBade
Pis. 40,020/- (Article:48(g))		Rs. 101/- (Article:E, E)
Remarks	Received Rs. 50/- ( FIFTY only ) from area)	the applicant for issuing the assement slip.(Urban

#### Land Details :

District: Malda, P.S.- English Bazar, Municipality: ENGLISH BAZAR, Road: Unassessed Road, Mouza: Serpur. Mckimpur, , Ward No: 14, Holding No:64/54 JI No: 63. Pin Code : 732101

Son	Plot Number	Khatian, Number	Land Proposed	Use P	Area of Land	SetForth Value-(In Rs.)	AGITTE SHIPM 23 No.	Other Details
	LR-3063 (RS )	LR-2770	Commerci al		0.1217 Acre	1,52,67,824/-	1,55,53,260/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
	LR-3-58 (RS ,-)	LR-2770	Commerci	Bastu	1 Dec	12,54,535/-		Width of Approach Road: 15 Ft., Adjacent to Metal Road,
		TOTAL:			13.17Dec	165,22,359 /-	171,37,260 /-	
	Grand	Total:			13.17Dec	165,22,359 /-	171,37,260 /-	

#### Structure Details :

Sah No	Structure Details	Area of Structure	Settorth Value (in Rs.)	Market value	Other Details : =
100	On Land L1, L2	0000 G - F4	20,00,000/-		Structure Type: Structure

Gr. Floor, Area of floor: 1000 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Puggs, Extent of Completion: Complete

			00.00.750 (	
Total:	2000 sq ft	20,00,000 /-	28,68,750 /-	
1.0461.4	200.000		- T	

#### and Lord Details :

(Presentant)

Name Address, Photo, Finger, printland Signature 51 tic

Mr Sabyasachi Dev

Son of Mr Satyendra Nath Dey

Executed by: Self, Date of Execution: 21/09/2023 All Titled by Self, Date of Admission: 21/09/2023 ,Place



田河市 人名英国帕尔 为前,

Manik 3ha Sarony, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAIL No.:: asxxxxxx7b, Aadhaar No: 93xxxxxxxx1063, Status :Individual, Executed by: Self, Date of Execution: 21/09/2023

At mitted by: Self, Date of Admission: 21/09/2023 ,Place: Office

#### Developer Details:

Name, Address, Photo, Finger print and Signature: 1, 1971. 19 31

CREATIVE DEVELOPERS

Banchben, Oity.- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:-132101 PAN No a AAxxxxxx4D, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

#### Representative Details:

Name, Address Photo, Finger, print and Signature 5 No

Mr Samyabrata Maitra Son of Mr. Supal Krishna Maltra Date of Execution -21/09/2023 . Asmitted by: Self, Date of Admission: 21/09/2023, Place of Admission of Execution: Office

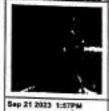


Sep 21 2523 1:56PM



Banshban, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda; West Bengal, India, P N 722161 Sex. Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ENDINGER - SUBSET No: 84xxxxxxxxx4780 Status : Representative, Representative of : CREATIVE SEVI LOTERS BE PARTNER)

# Mr Sayantan Maitra Son of Mr Subal Krishna Maitra Date of Execution 21/09/2023, Admitted by: Seif, Date of Admission: 21/09/2023, Place of Admission of Execution: Office





Same shops.

Banshbari, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101. Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Encoxxxx8p. Aadhaar No: 30xxxxxxxx0358 Status: Representative, Representative of: CREATIVE DEVELOPERS (as PARTNER)

#### Identifier Details:

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	Captured	Since my 200
/09/2023	21/09/2023	21/09/2023
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Trans	fer of property for Lif	是一个人,但是一个人的人,也是一个人的人,但是一个人的人的人,但是一个人的人的人的人。 第一个人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的
SLNo	From	To. with area (Name-Area)
	Mr Sabyasachi Dey	CREATIVE DEVELOPERS-12.17 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
*	Mr Sabyasachi Dey	CREATIVE DEVELOPERS-1 Dec
Trans	er of property for \$1	
SLNo	From	To. with area (Name-Area)
	1: Sabyasachi Dey	CREATIVE DEVELOPERS-2000,00000000 Sq Ft

# Land Details as per Land Record

Cistrict: Malda, P.S.- English Bazar, Municipality: ENGLISH BAZAR, Road: Unassessed Road, Mouza: Serpur

W-4-10-1-1-1	Address Atm	1.1 Holding	No:64/54 JI No:	63, Pin Code : /32101
100 DODGE 777 B. 4 CO.	Williams Franchiscope and Control of the Control of	THE PROPERTY	THE REAL PROPERTY.	The second secon

Sch	Mumber	Details Of Land	Series and a series of the photostory
	Control 2002 I D Khatlan	Owner সাজ্যত মাম চ. Gurdian:বিজ্ঞত নাম চ. Address:দিক , Classification:বল্ড, Area:0.12170000 Acre,	Seller is not the recorded Owner as per Applicant.
1.2	LR Plot No:- 3058, LR Khatian No:- 2770	Owner:সজ্ঞার বাং জ, Gurdian:বীজের বাং জ, Address:দির , Classification:বাড়, Area:0.010000000 Acre,	Seller is not the recorded Owner as per Applicant.

# Endorsement For Deed Number: I - 190413636 / 2023

CB 21-00-2023

Entificate of Admissibility(Rule 43,W.B.:Registration Rules 1962)

acmissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

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

Presented for registration at 13:02 hrs on 21-09-2023, at the Office of the A.R.A. - IV KOLKATA by Mr. Sabyasachi Dev , Executant,

Certificate of Market Value(WB PUVI tules of 2001)

Card field that the market value of this property which is the subject matter of the deed has been assessed at Rs 100 06,010

Acmission of Execution (\*Under Section 58, W.B. Registration Rules, 1962).

Execution is admitted on 21/09/2023 by Mr Sabyasachi Dey, Son of Mr Satyendra Nath Dey, Manik Jha Sarony, P.O. Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Service

Indetified by Mr Sukhamay De, , , Son of Late Subadh Chandra De, Pirojpur, P.O: Malda, Thana: English Bazar, . City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate

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

i. recution is admitted on 21-09-2023 by Mr Samyabrata Maitra, PARTNER, CREATIVE DEVELOPERS (Partnership Firm), Banshbari, City:- English Bazar, P.O.- Malda, P.S.-English Bazar, District:-Malda, West Bengal, India, PIN:-732101

locatified by Mr Sukhamay De. . . Son of Late Subadh Chandra De. Pirojpur, P.O: Malda, Thana: English Bazar, . City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate -

Exacution is admitted on 21-09-2023 by Mr Sayantan Maitra, PARTNER, CREATIVE DEVELOPERS (Partnership Firm), Banshbari, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:-7 12/101

I decline by Mr Sukhamay De, , , Son of Late Subadh Chandra De, Pirojpur, P.O. Malda, Thana: English Bazar, , City/Town ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate 1000年至1000年100日

Flyment of Fees

Cartified that required Registration Fees payable for this document is Rs 101.00/- ( E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Ris 21.00/- M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/09/2023 12:17PM with Govt. Ref. No: 192023240225586208 on 19-09-2023, Amount Rs: 21/-, Bank: SBI E Fay ( SalePay), Ref. No. 7637195850129 on 19-09-2023, Head of Account 0030-03-104-001-16

Suprient of Stamp Duty 12 Provides

5 entitled that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 39,520/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 72921, Amount: Rs.500.00/-, Date of Purchase: 18/09/2023, Vendor name: M Foddar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/09/2023 12:17PM with Govt. Ref. No: 192023240225586208 on 19-09-2023, Amount Rs: 39,520/-, Eank: SBI EPay ( SBIePay), Ref. No. 7637195850129 on 19-09-2023, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1904-2023, Page from 786358 to 786406 being No 190413636 for the year 2023.



Digitally signed by MOHUL MUKHOPADHYAY Date; 2023.10.05 16:57:23 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 05/10/2023
ACDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.