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Additional Bistrict Sub-Registral Pajarhet, New Town, North 24-Pge

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DEVELOPMENT AGREEMENT

THIS JOINT VENTURE AGREEMENT FOR DEVELOPMENT is executed this the 9th day of July, Two Thousand Eighteen

BETWEEN

SRI RATAN LAL TANTIYA (PAN No.ABNPT51460), son of late Ram Kumar Tantiya, residing at P-447B, Keyatala Road, Kolkata – 700 029, hereinafter called and referred to as the "OWNER" (which expression unless repugnant to the context shall mean and include his Legal Heirs, its successors-in-office, administrators, represented

and assigns) of the ONE PART

AND

ROHRA DEVELOPERS PVT. LTD (PAN AAECR 3883M), a company incorporated under the Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block 'C', Kolkata – 700 055, hereinafter called and referred to as the "DEVELOPER" (which expression unless repugnant to the context shall mean and include its successors-in-office, administrators, representatives and assigns) of the OTHER PART

The company is represented by its Directors, directors (1) **SRI HARISH KUMAR ROHRA** alias **HARISH ROHRA** (PAN AGJPR7205B) and (2) **SRI YOGESH KUMAR ROHRA** alias **YOGESH ROHRA** (PAN having PAN ADKPR3778D), both sons of late Tirath Das Rohra, both by nationality Indian, both by faith - Hindu, all residing at 73, Bangur Avenue, Block 'C', Kolkata – 700 055

WHEREAS:

1. The owner, by virtue of a deed of sale (details whereof is stated in annexure I annexed herewith) owns and possesses of and/or otherwise is well and sufficiently entitled to all that piece and parcel of revenue paying rayati dakhali plot of Sali land measuring an area of total 10 (Ten) cottahs more or less as 1/3rd share out of total 30 cottahs of 3.49 acre comprised in C.S. Dag No. 2502 corresponding to R.S. Dag No. 2708 (two thousand seven hundred eight) under C.S. Khatian No. 623 R.S. Khatian No. 715, L.R. Khatian No. 1051 land lying at Mouza – GHUNI, J.L. No.23, R.S. No. 232, Touzi No. 1250, at present 10, within the local limits of Jyangra Hatiara 2 No. Gram Panchayat, within the jurisdiction of Rajarhat Police Station, Pargana – Kalikata under A.D.S.R. office – Bidhannagar (Salt Lake City), in the

district of North 24- Pargannas, in the state of Wesst Bengal (more fully and particularly described in the first schedule hereunder written and hereinafter he referred to as the SAID PREMISES)

2. The owner with the intent to develop the said premises enter into this agreement with the developer for the terms and conditions as hereunder appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings:

Article: 1

1.1. OWNER: SRI RATAN LAL TANTIYA

1.2 DEVELOPER: ROHRA DELOPERS PVT. LTD

1.3. PREMISES: all that piece and parcel of revenue paying rayati dakhali one plot of Sali land measuring an area of total 10 (Ten) cottahs more or less as 1/3rd share out of total 30 cottahs of 3.49 acre comprised in C.S.Dag No.2502 corresponding to R.S. Dag No. 2708 (two thousand seven hundred eight) under C.S. Khatian No. 623 R.S. Khatian No. 715, L.R. Khatian No. 1051 land lying at Mouza – GHUNI, J.L. No.23, R.S. No. 232, Touzi No. 1250, at present 10, within the local limits of Jyangra Hatiara 2 No. Gram Panchayat, within the jurisdiction of Rajarhat Police Station, Pargana – Kalikata under A.D.S.R. office – Bidhannagar (Salt Lake City), in the district of North 24- Pargannas, in the state of Wesst Bengal (more fully and particularly described in the first Schedule hereunder written).

1.4. DEVELOPMENT AGREEMENT: The instant agreement made between the owner s and the developer.

- 1.5. DELIVERY OF POSSESSION OF LAND: The owner will deliver to the developer the peaceful vacant physical possession of the said premises in entirety free from all encumbrances whatsoever within three months from the intimation to be given to the owner by the developer.
- 1.6: BUILDING: ALL that the multi storied building and/or buildings, in two blocks, to be constructed in the said premises in accordance to the sanctioned plan.
- 1.7. PLAN: The sanction of building plan will be obtained from the competent authority for construction of the said building at the said premises at the cost of the developer with such additions, alterations and modifications as would be deemed necessary by the developer.
- 1.8. ARCHITECT: The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.
- 1.9. ADVOCATE: the parties shall appoint their respective advocates who will look all legal matters on connection with the project under this agreement.
- 1.10. OWNER'S ALLOCATION: Save and except the developer's allocation the area the owner will be exclusively entitled to one Block in the said premises (more fully and particularly described in the second schedule hereunder written).
- 1.11 DEVELOPER'S ALLOCATION: Save and except the owner's allocation, the area tho developer will be entitled to another Block in the said premises (more fully and particularly described in the third schedule hereunder written).
- 1.12. INTEREST FREE REFUNDABLE ADVANCE: The developer will make a payment of Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only to the owner in the following manner:
 - (a) Upon execution of this agreement Rs. 10,00,000-00

- (b) Within seven days form agreement Rs. 25,00,000-00
- 1.13. SALEABLE PORTION: All the portion in the building which can be used and enjoined independently pertaining to the respective allocations of the owner and the developer.
- 1.14. COMMON SERVICE AREAS: All the common areas in the building to be enjoyed by both the owner and the developer in the building (more fully and particularly described in the fourth schedule hereunder written).
- 1.15.TRANSFEROR: In context of this agreement the owner herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.
- 1.16. TRANSFEREE: The purchaser who will purchase flat/space in the building from the areas pertaining to developer's allocation.
- 1.17. TRANSFER: Transfer of proportionate undivided share/interest of land in the said premises by the owner attributable to the developer's allocation.
- 1.18. CONSIDERATION: Owner's allocation, as mentioned in the Second Schedule, at the cost of the developer will be treated as consideration to be given to the owner against which the owner will transfer the undivided proportionate share of land in the said premises attributable to the developer's allocation to the developer and/or its nominee.
- 1.19 DELIVERY OF POSSESSION OF LAND: In the context shall mean, the owner will hand over to the developer the peaceful vacant well demarcated physical possession of the said premises simultaneously upon execution of execution of the agreement.
- 1.20. TIME: The developer will complete the said building and deliver the peaceful vacant physical possession of the owner's allocation to the owner within 36 months from the date of obtaining sanction of the building plan from the competent authority. However the developer shall be given an extended six months to complete the project in the event of natural

calamities.

- 1.21. POWER OF ATTORNEY: The owner will execute power of attorney appointing the developer or its nominee as their lawful constituent attorney to execute the deeds, things and acts stipulated hereunder.
- 1.22. UNDIVIDED SHARE: The undivided proportionate share or interest in the land of the premises attributable to the flat/car parking space/space/shops/show room pertaining to the developer's allocation.
- 1.23. PROJECT: the work of development of the said premises undertaken by the developer.
- 1.24. NAME OF THE PROJECT: name of the project is ROHRA NIWAS
- 1.25. UNIT: Any independent flat/car parking space in the said building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which is not the common portion.
- 1.26. UNIT OWNER: Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owners and the developer for the units held by them from time to time.
- 1.27. MANNER OF WORK and SPECIFICATIONS: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the annexure II annexed hereto)

Article - II

- 2. OWNER represents as follow:-
- 2.1. The owner is owner in respect of the said premises.
- 2.2. There is no agreement holder in respect of the said premises.

2.3 There is no tenant in of the said premises.

2.4. There is no suits, litigations or legal proceedings in respect of the premises or part

2.5. No person other than the owners have any right, title and interest of any nature

whatsoever in the premises or any part thereof.

2.6. The right, title and interest of the owners in the premises are free from all encumbrances

and the owner has a marketable title thereto.

2.7. The said premises or any part thereof is at present not affected by any requisitions or

acquisition or any alignment of any authority or authorities under any law and/or otherwise

nor any notice or intimation about any such proceedings has been received or come to the

notice of the owners.

2.8. Neither the premises nor any part thereof has been attached and/or is liable to be attached

due to Income Tax, Revenue or any other public demand.

2.9. The owner has not in anyway dealt with the said premises whereby the right, title and

interest of the owner as to the ownership, use, development and enjoyment thereof is or may

be affected in any manner whatsoever.

2.10. The owner is fully and sufficiently entitled to enter into this agreement, as on the date of

execution of this agreement

<u>ARTICLI III</u>: <u>OWNER'S</u> RIGHT:

3.1. The owner will get the owner's allocation described in the second schedule hereunder

written without any hindrance from the developer.

ARTICLI IV: OWNER'S OBLIGATION:

- 4.1. The owner shall rectify all latent defects in the title of the property, if any, at its own cost and expenses.
- 4.2. The owner will make delivery of possession of the said premises to the developer simultaneously upon execution of this agreement for construction of building in the said premises in accordance to the terms and conditions stipulated n these presents.
- 4.3. The developer shall be entitled to construct and complete the building in accordance with the sanction of the building plan without any interference or hindrance from the side of the owner.
- 4.4. During the continuance of this agreement the owner will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the developer.
- 4.5. The owner will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building in accordance to the terms and conditions stipulated in these presents.
- 4.6. The owner will execute the POWER OF ATTORNEY authorizing the developer to do the following acts deeds and things:
- To develop the said premises by constructing building thereon.
- ii. To represent to the Panchayet, Zila Parishad, Municipality, NKDA and/or any competent authority.
- Sign the plan and all the relevant papers in respect of the building plan and all other relevant documents relating to the said premises present the same to the Panchayet, Zila Parishad. Municipality, NKDA and/or any competent authority.

- iv. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including fire Brigade, BLRO, JLRO, Panchayet, Zila Parishad, Police and the Authorities Urban Land Ceiling and Department, NKDA and all other competent authorities as may be necessary.
- vi. To sign and apply for sanction of drainage, water, electricity and others utilities as may be necessary for the convenience.
- vii. To appear before any, officer of the Panchayat/ Zila Parisad or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- viii. To represent before any court of law.
- ix. To appear and to act in all courts, civil, criminal and tribunal whenever required
- x. To sign and verify plaints and written statements petitioners, objection, memo of appeals, affidavits and applications of all kind and file those in any court of law.
- xi. To engage and appoint any advocate/pleader or counsel whenever and wherever required.
- xii. To represent me to the Registration Office, Land Acquisition Department and any Competent authority for obtaining clearances, if any, in respect of the said property.
- xiii. To settle any dispute arising in respect of the said property.

agreement for sale and sell of 60% of the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers at such price which the said attorneys, in their absolute discretion, think proper and/or to cancel and/or repudiate the same ONLY after obtaining of the plan and demarcation and determination of the respective allocations of the owner and the developer.

To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said 60%, of the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.

Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or his nominee or assignee.

xvi.

attorneys shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said 60% of the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof.

xviii. To present any such conveyance or conveyances in respect of the said 60% of the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which the said attorney shall consider necessary for sale of the said property and/or part thereof

4.7. The owner will, if required, execute agreement for sale in respect of the undivided proportionate share of land pertaining to the developer's allocation and present the same before the registration authority in respect of flats/spaces, pertaining to the developer's allocation for registration at the cost of the developer and/or its nominee.

to the purchasers as fully and effectually in all respects.

- 4.8. The owner, with the execution of this agreement, will hand over all original documents, title deeds etc. relating to the said premises to the developer against proper receipt. Those documents will remain with developer till the completion of the building. Thereafter those documents will be handed over to the Association to be formed by the flat owners of the building.
- 4.9. The owner will be solely responsible for delivering the peaceful, vacant physical possession of the premises to the developer free from all encumbrances whatsoever.
- 4.10. The owner will extend all reasonable cooperation to the developer for effecting construction of the said building.
- 4.11. The owner shall from time to time, sell and convey to the developer and/or its nominee undivided proportionate share in the land contained in the premises appurtenant in the units

and car parking space pertaining to the developer's allocation in the said building and the consideration for the same payable to the developer shall be a part of the cost of construction of the owner's allocation. The cost of preparation, stamping, and registration of the conveyances shall be borne and paid by the unit owners.

- 4.12. In case of any encumbrances relating to the title or ownership be found on the premises, then in such event the owner shall be liable to meet up and remove the same at its own costs and expenses. In case the owner does not then the developer shall be liberty to do so and to recover the said costs from the owner.
- 4.13. That the owner shall, if required from time to time, grant such further power or authorities to the developer and/or its nominees concerning the project.
- 4.14. The owner will, handover and deliver the peaceful vacant physical possession of the said premises in entirety to the developer within three months of execution of the agreement.
- 4.15. The owner will bear all the previous/pending taxes and impositions on the said premises and/or part thereof till the execution of this agreement.
- 4.16. The owner will refund the entire security deposit amount without any interest of Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only in the manner described in clause no. 1.12. aforesaid.

ARTICLE - V: DEVELOPER

- 5.1. The owner hereby grants exclusive right to the developer to build and complete the building.
- 5.2. The owner hereby grants exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owner. The developer

will have full right and absolute authority to enter into any agreement with any purchaser in respect of the developer's allocation at any price of its discretion and receive advance/consideration in full thereof.

- 5.3. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement, during the continuation of the project. The developer shall be entitled to use the premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.
- 5.4. Upon being inducted into the premises, the developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water in the premises, at its costs and expenses. The developer shall have the right to obtain temporary connection of utilities for the project and the owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required. The owner however will have no liability to pay the electricity bill as aforesaid and the developer will pay the entire electricity bill during the period of project.
- 5.5. The developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any financial and/or-legal liability to the owner.
- 5.6 The developer shall cause such changes to be made in the plans as the architect may approve without affecting the owners interest in any manner and/or shall be required by the concerned authorities, from time to time, for which the owner will have no objection.
- 5.7. The developer will be authorised in the name of the company so far as it necessary, to apply for and obtain quota of cement, steel, brick and other building materials foor construction of the building.

5.8. The developer will be entitled to deliver unit pertaining to the developer's allocation to

the intending purchaser ONLY after obtaining of plan and demarcation and of the respective

allocations of the owner and the developer.

5.9. The developer will be entitled to transfer the undivided proportionate share of land in the

premises attributable to the developer's allocation by virtue of the Power of Attorney to be

given by the owner to the developer to the intending purchaser ONLY after obtaining of plan

and demarcation and determination of the respective allocations of the owner and t he

developer.

5.10. The developer will be entitled to make publicity and advertisement in all possible

manners in view of making commercial exploitation of the developer's allocation in the

building.

5.11. The developer will be entitled to get the peaceful vacant peaceful possession of the said

premises fret from all encumbrances whatsoever from the owner without any obstruction

from any quarter.

5.12. The owner shall give such co-operation to the developer and sign all papers,

confirmation and/or authorities as may be reasonably required by the developer from time to

time, for the project, at the cost and expenses of the developer.

5.13. The developer will amalgamate all the plots purchased by the owner by several deeds

into a single identity at its own cost.

5.14. The developer will have exclusive right to extend the project by amalgamating the

adjacent plots of the third parties for which the owner will have no objection.

ARTICLE — VI: DEVELOPER'S OBLIGATION

- 6.1. The developer will obtain sanction of the building plan from the competent authority at its cost. Notwithstanding the parties hereto will enter into a supplementary agreement after obtaining sanction of the building plan for demarcating and determining the respective allocation of the owner and the developer. The developer will abide by all laws, present or future applicable to complete the project.
- 6.2. The developer will deliver the owner's allocation, as mentioned in the Second Schedule, in complete habitable condition to the owners as agreed upon and described in the second schedule hereunder written within 36 months from the date of obtaining the sanction of the building plan. Notwithstanding the developer will be entitled to another six months as extended time to complete the project.
- 6.3. All costs, charges and expenses for construction of the building and/or the development of the said premises shall exclusively be borne and paid by the developer.
- 6.4. The developer will complete the owner's allocation with the specification annexed hereto. The owner will have to pay money for any extra work not averred in the annexure II annexed herewith
- 6.5. The developer shall construct the building with standard materials available in the market.
- 6.6. The developer will bear all cost arising out of the construction of the building.
- 6.7. The developer will bear all the taxes and impositions on the premises and/or part thereof from the date of execution of this agreement till it delivers the owner's allocation to the owner.
- 6.8. The developer will provide the owner a duly attested photo copy of the plan to be obtained from the Panchayet and/or ZilaParishad and/or any other competent authority.

- 6.9. The developer will start work of the project within two months from obtaining sanction of building plan from the competent authority.
- 6.10. The developer shall abide by all the safety norms during construction of the building and follow all statutory and legal norms and keep the owners indemnified.
- 6.11. The developer will pay the owner a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only as interest free refundable advance in the manner averred hereto before.
- 6.12. The developer shall bear, pay and discharge all costs, charges and expense relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies and the owners shall have no liability whatsoever in this context.

ARTICLE VII: OWNER'S INDEMNITY:

- 7.1. The developer will indemnify the owner against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.
- 7.2. The developer will indemnify and keep the owner indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.
- 7.3. The developer will keep the owner safe and harmless and indemnified in respect of any loss, damagos, costs, claims, charges and proceedings that may arise in pursuance hereof including.
- 7.4. The developer will indemnify the owner against all claims or demand that may be made due to anything done by the developer during the construction of the said building.
- 7.5. The developer will indemnify the owner against all claim and demands of the suppliers,

contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss.

- 7.6. The developer will indemnify the owner against any demand and/or demand/claim made by the unit holder in respect of the developer's allocation.
- 7.7. The developer will indemnify the owner against any action taken by the any competent authority for any illegal or faulty construction or otherwise of the building.

ARTICLE VIII: COMMON UNDERSTANDINGS:

- 8.1 The developer has already started a project under the name of TIRATH NIWAS which is on the verge of completion in the adjacent plot. This new project will be an extension of the project ROHRA NIWAS.
- 8.2. In the event of any requirement to pay any outstanding dues and/or any other outgoings and liabilities to any competent authority in respect of the said premises till the date the owner hands over the vacant and peaceful possession of the premises to the developer, the developer shall pay such dues and bear the costs and expenses thereof on behalf of the owner which the owner will refund to the developer before taking possession of the owner's allocation. The developer shall pay the rates and taxes and electricity bills from the date of taking possession of premises from the owner till it delivers to the owner the owner's allocation.
- 8.3. The owner shall be solely and exclusively entitled to the owner's allocation and the developer shall be solely and exclusively entitled to the developer's allocation.
- 8.4. The owner's allocation shall be constructed by the developer for and on behalf of the owners. The rest of the building shall be constructed by the developer for and on behalf of itself. The entire building will be constructed in accordance to the same specification.

- 8.5. The owner and the developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper SUBJECT HOWEVER. TO the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective allocations SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto, common expenses and other matter of common interest, the owner and the developer shall adopt the same covenants and restrictions). The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata.
- 8.6. The owner shall be entitled to all money that be received from the unit owner of the owner's, allocation whether the same by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the money payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units owner till formation of the society or any other association of the unit owner, for not more than six months from the date of delivery of possession of the owner's allocation.
- 8.7. The developer will provide electricity connection for the entirety of the building including the owner's allocation and the owner shall reimburse the developer proportionately the total of deposits and expenses as be required to obtain electricity from the CVSC or WBSEB only upon and after receiving the owner's allocation in a vacant and peaceful manner.
- 8.8. Upon completion of the building and/or floors therein, from time to time, the de. veloper

shall maintain and manage the same in accordance with such rules as may be framed by the advocates and as in conformity with other buildings containing ownership flats. The developer and the owners and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management.

- 8.9. If so required by the developer, the owner shall join and/or cause such persons as may be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the developer may enter into with any person who desire to acquire units comprised in the developer's allocation.
- 8.10. The owner and the developer mutually agree that the developer will have the exclusive right to extend this project to the adjacent plot after amalgamating the adjacent plot, if any, without making the right of the owner prejudiced in any manner whatsoever.
- 8.11 All/every unit holder/s of owner's allocation shall have unrestricted right to use and enjoy all the facilities and amenities of the Project "TIRATH NIWAS"

ARTICLE - IX: COMMON RESTRICTIONS:

- 9.1. Neither party shall use or permit to use of their respective allocation or any Portion of the new building for carrying any activity detrimental to the peaceful living of the other occupiers of the building
- 9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.
- 9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.

- 9.4. Both parties will jointly form an ad-hoc common body/committee to look after the maintenance of the building. But with the owners take possession of the owners' allocation and the developer sell major parts of the developer's allocation, the developer will have no liability to the said committee and/or any association to be formed.
- 9.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 9.6. Both parties will allow the said association, or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- 9.7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation.

ARTICLE X: MISCELLANEOUS:

- 10.1. The owner and the developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any, manner whatsoever.
- 10.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.
- 10.3. The owner's allocation and the developer's allocation in the said premises will be demarcated after obtaining the building plan from the competent authority.
- 10.4. The developer will take the responsibility of maintenance of the building for six months from the date of delivery of possession of the owner's allocation for which all the flat owners will pay maintenance chargers @ Rs... only per square feet. During that period, the flat

owners will initiate the process of formation of committee and after six months the developer will hand over the maintenance and all other charges to that committee.

10.5. Both the parties hereto agree that they and or their respective nominees will pay a sum of 1,50,000-00 (Rupees one lakh fifty thousand) only per flat to the developer for enjoying the following facilities:

a. transformer

b. backup generator

ARTICLE XI: FORCE MAJURE:

11.1. The developer will obtain plan and complete the owner's allocation within the Stipulated period unless it is prevented by the circumstances like natural calamities, dearth of labourer want of building materials etc. which may be found beyond control of the developer.

ARTICLE XII: JURISDICTION:

12.1. The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

ARTICLE XIII: ARBITRATION:

13.1. All disputes and differences between the parties hereto in any way relating to and/or arising out of this agreement shall he referred to such person or persons as he mutually accepted, failing which two Arbitrators, one to be appointed by each of the parties. The Arbitrators shall be entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996. No parties will have the prerogative to proceed to any court without invoking the arbitration clause as averred.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(description of the entire premises)

A1.1. All that piece and parcel of revenue paying rayati dakhali one plot of Sali land measuring an area of toal 10 (Ten) cottahs more or less as 1/3rd share out of total 30 cottahs of 3.49 acre comprised in C.S. Dag No. 2502 corresponding to R.S. Dag No. 2708 under C.S. Khatian No. 623 R.S. Khatian No. 715, L.R. Khatian No. 1051 lying at Mouza – Ghuni, J.L. No.23, R.S. No. 232, Touzi No. 1250, at present 10, within the local limits of Jyangra Hatiara 2 No. Gram Panchayat, within the jurisdiction of Rajarhat Police Station, Pargana – Kalikata under A.D.S.R. office – Bidhannagar (Salt Lake City), in the district of North 24-Pargannas, in the state of Wesst Bengal

On the North: by Plot No.A

On the South: by Plot No.C

On the East: by 2'+12+2 = 16'0" ft wide Common Passage

On the West: by Part of R.S.Dag No.2708

The said premises is depicted in the plan annexed herewith marked with "RED"

THE SECOND SCHEDULE AS REFERRED TO ABOVE

(OWNER'S ALLOCATION)

Save and except the developer's allocation as described in the third schedule hereunder, the owner will be entitled to ALL THAT the 40% of the sanctioned area in the building in the new building (not the previous one which is on the verge of completion) TOGETHER WITH undivided proportionate share and interest in the land attributable thereto in the said premises

and all rights on the common areas and facilities attached thereto as per plan. The common areas in the building, and/or the said premises will be used in common with the developer.

THE THIRD SCHEDULE AS REFERRED TO ABOVE (DEVELOPER'S ALLOCATION)

SAVE and except the owner's allocation as described in the second schedule hereinabove the developer will be entitled to rest 60% of the sanctioned area in the building, TOGETHER WITH undivided proportionate share and interest in the land attributable.

Therefore in the said premises and all rights on the common areas and facilities attached thereto as per plan. The Common areas in the building and/or the said premise, will be used in common with the owner.

The exact area will however will be determined only after obtaining the building plan.

THE FOURTH SCHEDULE AS REFERRED TO ABOVE

(Common areas)

R. C. C. Columns,

Under ground water reservoir,

Overhead water tank, boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all casement rights,

Septic tank,

Stair and stair case, stair top room,

Electric installations, Lift/Escalator and lift machinery of the building.

Outer wall

The space open to the sky

All other areas to be used commonly by the flat/space owners of the building..

THE FIFTH SCHEDULE AS REFERRED TO ABOVE

(Common expenses to the effected from the date of transfer)

Expenses for maintaining, repairing, redecorating the building and/or part thereof

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the association upon its formation.

IN WITNESSES WHEREOF the parties hereto have put their respective hands and seal on

these presents on the day month and year first above written.

WITNESSES

1. Avindam Chish Fulia, Hadia,

Rolae Mi Touty

OWNER

2. Pring Pundry
Culusus
NewTown
1401-162

frame frame

Togeth Printer

Togeth

DEVELOPER

Drafted by me and prepared in my office

Santanu Singha

Advocate (WB/785/1992)

Alipore Judges' Court

Bar Library No. 2

Kolkata - 700027

MEMO OF RECEIPT

Received from the within named developer the within named sum of Rs. 10,00,000-00 (Rupees ten Lakh) only

Bank

Branch

Cheque No.

date

Amount

HDFL

Laketown

015642 (Pad) 07/07/18 10,00,000.00

WITNESSES:

I. Arindam Ghesh.

Robin de Touley

(OWNER)

2. Posono Panday Sulwann' New Tow N 12 cu - 162

ANNEXURE - I

(details of the land which the vendors purchased by several deeds)

1. By a deed of conveyance executed on 19.08.2008 made between Sri Pintu Das, referred to therein as vendor of the one part and Ratan Lal Tantiya, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhan Nagar, West Bengal and recorded in Book No. I, CD Volume No. 10, Pages 11695 to 11709, Being No. 10820 for the year 2008, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein. All that piece and parcel of revenue paying rayati dakhali one plot of Sali land measuring an area of toal 10 (Ten) cottahs more or less as 1/3rd share out of total 30 cottahs of 3.49 acre comprised in C.S.Dag No.2502 corresponding to R.S. Dag No. 2708 (two thousand seven hundred eight) under C.S. Khatian No. 623 R.S. Khatian No. 715, L.R. Khatian No. 1051 land lying at Mouza — GHUNI, J.L. No.23, R.S. No. 232, Touzi No. 1250, at present 10, within the local limits of Jyangra Hatiara 2 No. Gram Panchayat, within the jurisdiction of Rajarhat Police Station, Pargana — Kalikata under A.D.S.R. office — Bidhannagar (Salt Lake City), in the district of North 24- Pargannas, in the state of Wesst Bengal (Present Khatian No. L.R. Khatian No. 1051).

ANNEXURE-II

Technical specification Scope of works & Amenities inside the Flat

FOUNDATION:

The foundation of the building shall be reinforced cement concrete.

STRUCTURE:

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION:

Attractive designed front elevation with exclusive finish.

WALLS:

The external walls of the building be 200/100 mm thick brick and partition wall inside the flats shall be of 100 mm and 100 mm thick.. Both to be bounded with cement morter.

PLASTERING:

All internal surface shall be plastered with cement sand finished with plaster of paris. All outernal walls shall be plastered with cement and sand and pulnted with cement paints of reputed make.

FLOORING AND SKIRTING:

All and other flooring and skirting inside the flat including the balcony shall be made with 2x2 vetrified tiles. The toilets shall have 6' glazed white anti-skid vitrified tiles. The kitchen will have anti-skid vitrified tiles

DOORS:

All doors frame will be made of sal wood. The main door will be of flush door with lamination. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have PVC door. The main door shall be provided with one magic eye.

WINDOWS:

All window shall be aluminum/steel frame with integrated grill and will be fitted with glass.

ELEVATORS/LIFTS

Otis / Kone/ Similar reputed make.

TOILET FITTINGS:

All toilets will have anti skid tiles. Alltoilets be provided with concealed plumbing for water. Each bath room shall have European W.C. one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower. The commode and the basin will have white colour.

KITCHEN FITTINGS/FIXTURES:

The kitchen will have anti skid flooring The kitchen shall have R.C.C. cooking platform with black stone. 3' dodo ceramic tiles on cooking slab.

ROOF

Proper roof treatment with water proofing.

STAIRS

All landings and steps of the stair-case will be of marbles.

ELECTRICALS

Meter-Individual meter to be fitted by individual costing.

All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with in front cover of parapet sheet with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS:

Bed Rooms: Two light points, one fan point, one multi-plug point (5 Amps) computer points in all bed rooms. One A.C. point.

Toilets:

One light point, one exhaust fan point, 15 Amps, one Geezer point.

Living/Dining Room: Two light points, two fan points one plug point (15 amps), one T.V. point and one Refrigerator point.

Kitchen:

Aqua guard point and exhaust point with a 15amp, point

Stairs:

One light point in each landing.

Roofs':

To light points

Ground floor:

Adequate light points.

Stairs :

All landings and steps of the stair-case will be of cota tile/marble.

Ground floor:

Total opening land to be laid with crazy or checker tiles.

WATER SUPPLY;

Boaring water with adequate pump set to lift water to the overheard tank.

The owners will not pay any extra charge for the building and for getting the specification as annexed hereto. But they have to pay extra money for any extra work—other than what are stated in hereto.

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-025847090-1

Payment Mode

Online Payment

GRN Date: 09/07/2018 12:46:45

Bank:

State Bank of India

BRN:

IK00QYVLL8

BRN Date:

09/07/2018 12:47:23

DEPOSITOR'S DETAILS

ld No.: 15230001066232/2/2018

[Query No./Query Year]

Name:

SUVANKAR DAS

Contact No. :

Mobile No. :

+91 9836206079

E-mail:

dassuva1685@gmail.com @

Address:

281 B B ST KOL 36

Applicant Name:

Mr SUBIT MAJUMDËR

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Development Agreement or Construction agreement

PAYMENT DETAILS

SI. Identification Head of A/C Amount[-₹] Head of A/C No. No. Description Property Registration-Stamp duty 0030-02-103-003-02 15230001066232/2/2018 40021 Property Registration-Registration 0030-03-104-001-16 15230001066232/2/2018 10021

Total

50042

In Words:

Rupees Fifty Thousand Forty Two only

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ः स्थार्व लेखा संख्याः ःPERMANENT ACCOUNT NUMBER ABNPT5146Q



ann HAME BATAN LAL TANTIYA

पिल का जाम अATHER'S NAME RAM KUMAR TANTIYA

ज्ञान सिम्द १७४५ ८ एउटा ।

02-01-1944

आयमञ्जाबहरू, प्रात्तः 🕕

COMMISSIONER OF INCOME-TAX, W.B. - B.

ভারতের নির্বাচন কমিশন প্রিচম পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

LXQ2647899

নির্বাচকের নাম : রতন লাল তান্তিয়া

Elector's Name ; Ratan Lal Tantiya

শিতার নাম : রাম কুমার তাপ্তিয়া

Father's Name ; Ram Kr. Tantiya

लिक / Sex : M: / M

জন্ম তারিখ Date of Birth : XX / XX /1945



भारत सरकार

Unique Identification Authority of India Government of India



E-Aadhaar Letter

ভালিকাভূকির লয়র/Enrolment No.: 1040/19554/31419

Ratan Lal Tantiya (রভন নান টাটীনা)

P 447/B, KEYATALA ROAD, Sarat Bose Road S.O., Kolkata.

West Bengal - 700029

26/05/2016

অপনাধ ১৯২৪ সংখ্যা Your Asdisser No.

9844 1106 3534



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BURGRILLATION

- பு ,hadhear is a proof of bensky, rough வேசாகில்
- u. To establish identity, autherticate online
- ਤੇ This is electronically generated letter.

Signate No. Vertice
Digitally signed by Schoolep Bhardyo
Date, 1015 05 26 15 40 29 197

- व यायान भागा (नत् सन्त
- ो राजनीत काथातम लगा साममात प्रमालरे जानिकापूर्वक क्यान जानमञ्जा जाहर।
- এ অনুসৰ করে আদনার বর্তমান মোবাইর নহর এবং ই-মেইন ঠিকানা গঞ্জীকৃত করন। এতে তবিষ্যতে আদনার বিতিয় সুবিধা পাওয়া সহজ হরে:
- I Azonear is valid throughout the country.
- You need to enrol only once to Auditabr.
- → Please update your mobile number and e-mail address. The will help you to avail various services in future.



्रमारते संस्कार Sortikustir tir १०७४



মভন লগ টাটিমা Ratan Lai Tantiya জন্মভানিশ/ DOB: 02/01/1944 শুফুৰ / MALE





्मारतीयः विशिष्टं यहचानः पाधिकर्ण अध्येज्हात्रकुरान्य राष्ट्रकुरान्य सम्बद्धाः

ठिकानाः

দি 447/বি, কেরভনা রেজ, শরভ বেচা রেজ এম.ও, কেদকাত্তা, গদ্দিমবঙ্গ – 700029 Address: P 447/B, KEYATALA ROAD, Sarat Bose Road S.O, Kotkaza, West Bengal - 700029

9844 1106 3534

9844 1106 3534

व्याधास-प्राधातन मानूर्यत अधिकात

Aadhaar-Aam Admi ka Adhikar

Major Information of the Deed

Deed No :	I-1523-07781/2018	Date of Registration	11/07/2018			
Query No / Year	1523-0001066232/2018	Office where deed is registered				
Query Date	05/07/2018 2:16:04 PM	A.D.S.R. RAJARHAT, D	istrict: North 24-Parganas			
Applicant Name, Address & Other Details	ct : South 24-Parganas, WEST ::Advocate	BENGAL, PIN - 700027,				
Transaction		Additional Transaction				
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]				
Set Forth value		Market Value				
Rs. 1/-		Rs. 2,10,37,500/-				
Stampduty Paid(SD)		Registration Fee Paid				

Rs. 10,021/- (Article:E, E, B)

Land Details:

Remarks

Rs. 40,071/- (Article.48(g))

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land		Market Value (In Rs.)	Other Details
L1	LR-2708	LR-715	Bastu	Shali	10 Katha	1/-	, , ,	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
	Grand	Total:		-	16.5Dec	1 /-	210,37,500 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
	Mr RATAN LAL TANTIYA Son of Late RAM KUMAR TANTIYA P-447B, Keyatala Road,, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No :: ABNPT5146O, Status :Individual, Executed by: Self, Date of Execution: 09/07/2018
	Admitted by: Self, Date of Admission: 09/07/2018 Place: Pvt. Residence, Executed by: Self, Date of Execution: 09/07/2018 Admitted by: Self, Date of Admission: 09/07/2018 Place: Pvt. Residence

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	ROHRA DEVELOPERS PRIVATE LIMITED
	73. BANGUR AVENUE, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal,
İ	India, PIN - 700055, PAN No.:: AAECR3883M, Status ; Organization, Executed by: Representative

Representative Details:

	Δ.	Т	
į	51	i	Name,Address,Photo,Finger print and Signature
	Nο		

1 Mr HARISH KUMAR ROHRA (Presentant)

Son of Late TIRAGH DAS ROHRA 73, BANGÚR AVENUE, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGJPR7205B Status: Representative, Representative of: ROHRA DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

2 Mr YOGESH ROHRA

Son of Late TIRATH DAS ROHRA 73, BANGUR AVENUE, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADKPR3778D Status: Representative, Representative of: ROHRA DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

Identifier Details:

Name & address

Mr SUBIT MAJUMDER

Son of Mr. DILIP MAJUMDER

ALIPORE. P O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr RATAN LAL TANTIYA, Mr HARISH KUMAR ROHRA Mr YOGESH ROHRA

1	rans	fer of property for L1		• •		
5	SI.No	From	To. with area (Name-Area)			
1		Mr RATAN LAL TANTIYA	ROHRA DEVELOPERS PRIVATE LIMITED-16.	.5 Dec		

Endorsement For Deed Number : 1 - 152307781 / 2018

On 09-07-2018

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

Presented for registration at 20:15 hrs on 09-07-2018, at the Private residence by Mr HARISH KUMAR ROHRA ... 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 2,10.37,500/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 09/07/2018 by Mr RATAN LAL TANTIYA, Son of Late RAM KUMAR TANTIYA, P-447B, Keyatala Road., P.O. SARAT BOSE ROAD, Thana: Gariahat., South 24 Parganas, WEST BENGAL, India, PIN - 700029 by caste Hindu, by Profession Others

Indetified by Mr SUBIT MAJUMDER, , , Son of Mr DILIP MAJUMDER, ALIPORE, P.O. ALIPORE, Thana. Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-07-2018 by Mr HARISH KUMAR ROHRA, DIRECTOR, ROHRA DEVELOPERS PRIVATE LIMITED, 73, BANGUR AVENUE, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India. PIN - 700055

Indetified by Mr SUBIT MAJUMDER, , . Son of Mr DILIP MAJUMDER, ALIPORE, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-07-2018 by Mr YOGESH ROHRA. DIRECTOR, ROHRA DEVELOPERS PRIVATE LIMITED, 73, BANGUR AVENUE, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055

Indetified by Mr SUBIT MAJUMDER, . , Son of Mr DILIP MAJUMDER, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Debasish Dhar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 10-07-2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- .E = Rs 21/-) and Registration Fees paid by by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/07/2018 12:47PM with Govt. Ref. No: 192018190258470901 on 09-07-2018, Amount Rs: 10,021/-, Bank. State Bank of India (SBIN0000001), Ref. No. IK00QYVLL8 on 09-07-2018. Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/07/2018 12:47PM with Govt. Ref. No. 192018190258470901 on 09-07-2018, Amount Rs: 40,021/-, Bank: State Bank of India (SBIN00000001), Ref. No. IKŪŪĢYVLL8 on 09-07-2018, Head of Account 0030-02-103-003-02



Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

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

North 24-Parganas, West Bengal

On 11-07-2018

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.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50/- Description of Stamp

1 Stamp: Type: Impressed, Serial no 10174, Amount: Rs.50/-, Date of Purchase: 13/06/2018, Vendor name: Subhankar Das

Dar-

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

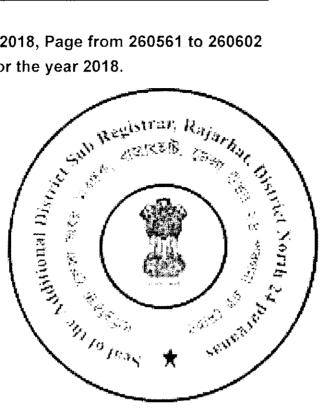
OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 260561 to 260602 being No 152307781 for the year 2018.



Digitally signed by DEBASISH DHAR Date: 2018.07.16 15:38:39 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 16-07-2018 3:38:32 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)