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- SMT. GITA SAHA(PAN BZQPS9456Q) (AADHHAR NO 9702 9170 8135) wife of Late Anup Kuma Saha, by faith- Hindu, by occupation- Housewife, residing at 164, Nandankanan, Khardah, Post Office-Rahara, Police Station- Khardah, Kolkata-700118,
- SMT. ANUTAPA DHAR(PAN ASAPB5019J) (AADHAR NO 9229 8694 3292) daughter of Late Anup Kuma Saha, by faith- Hindu, by occupation- Housewife, residing at 525B, Rabindra Sarani, Baghbazar, P.O. & P.S.- Baghbazar, Kolkata- 700003
- SMT. ANINDITA SAHA (PAN CRBPS6336R) (AADHHAR NO 3207 0205 9354) daughter of Late Anup Kuma Saha, by faith- Hindu, by occupation- Housewife, residing at 164, Nandankanan Rahara, Kolkata- 700118
- 4. SMT. ANITA SARKAR(PAN CCQPS0784M)(AADHAAR NO 3037 29971617) daughter of Late Anup Kuma Saha, by faith- Hindu, by occupation- Housewife, residing at 97/1C Nainan Para Lane, Baranagar, Kolkata- 700038, herein after called and referred to as the LAND OWNERS (which terms of expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the FIRST PART. All the Tables.

"SUMANGAL ENTERPRISE" (PAN ADTFS7993J), a partnership firm, within the meaning of Indian Partnership Act, having its office at Jaffarpur Panchanan Tala Pathagar, Post office-Nonachandanpukur, Barrackpore, Police Station Titagarh, Kolkata-700122, represented by its designated partners namely:-

- SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q)(AADHAAR NO 6065 9109 1909)son of Late Debendranath Bhattacharyya, by faith - Hindu, by occupation - Business, by nationality- Indian, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District- North 24 Parganas;
- SMT. SUTAPA SARKAR(PAN AJJPS2985E)(AADHAAR NO 5854 1123 5126) wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business, by nationality- Indian, residing atNandan Kanan South Rahara, Khardah Police Station- Khardah, P.O.- Rahara, Kolkata-700119, District- 24paragonas (North),
- SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B)(AADHAAR NO 5162 9709 3953)
   son of Late Nepal Chandra Majumder, by faith Hindu, by occupation Business, by nationality- Indian, residing at 31, Muralidhar Pally, Sodepur, P.S. Khardah, P.O.- Sodepur, Kolkata 700110, District North 24 Parganas;
- SRI AJOY KUMAR SINGH (PAN AJFPS5766H)(AADHAAR NO 3926 2659 9360) son of Late Ram Balak Singh, by faith – Hindu, by occupation- Business, by nationality-Indianresiding at Arabinda Arena, Block- C, flat no. 1, 2<sup>nd</sup> floor, Rahara Bazaar, Kolkata-700118, District- North 24 Parganas.

- SRI ABHIJIT DAS (PAN AFZPD6704Q) (AADHAAR NO 3648 4839 9386) son of Late Sarajit Das, by nationality Indian, by faith Hindu, by occupation Business, presently residing at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur Barrackpore, Police Station Titagarh, Kolkata-700122;
- 6. SRI JIBAN KRISHNA DEY (PAN AEYPD7141R) (AADHAAR NO 2927 2816 7076) son of Late Kanai Lal Dey, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 76 no. Muralidhar Pally, P.O. Sodepur, Police Station Khardah, Kolkata 700110 hereinafter called the DEVELOPERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the SECOND PART

#### WHEREAS

#### Part- I

- 1. That one Shri Jiban Chandra Ghosh (since Deceased) happens to be the absolute owner occupier and possessor in respect of the All That piece and parcel of Bastu land measuring about- 3(three) Kotthas lying and situated at Mouza- Rahara, J.L.no.-3, Touzi no.184-190,Re.Sa. no. 61 corresponding formerly R.S. Khatian no.4783 and R.S. dag no.1154 & 1155 under District 24 Parganas, died intestate leaving behind his only legal heir namely Shri Tarak Chandra Ghosh and said Shri Tarak Chandra Ghosh who became the sole and absolute owner by virtue of Indian Succession Act ,1956 as class -l legal heirs of the deceased Shri Jiban Chandra Ghosh.
- After inherited the aforesaid property by virtue of Succession said Shri Tarak Chandra Ghosh became the sole Owner, possessor in respect of the said land and enjoyed the same without any encumbrances, lispendence, disturbance from any corner or any person whatsoever.
- 3. During peaceful enjoyment of the aforesaid land by the said Shri Tarak Chandra Ghosh, due to urgent need of money, decided to sold, conveyed transfer the entire land measuring about-3(three) Kotthas lying and situated at Mouza-Rahara, J.L.no.-3, Touzi no.184-190, Re.Sa. no. 61 corresponding formerly R.S. Khatian no.4783 and R.S. dag no.1154 & 1155 under District 24 Parganas, to Shri Hari Madhab Saha by way of registered Deed of Sale dated 03.06.1964 which was registered in the office of Sub Registrar at Barrackpore and recorded in book no.1, Vol. no. 49, Pages 75 to 78, Being no. 3442 for the year 1964, Shri Hari Madhab Saha by virtue of the aforesaid Deed of Sale dated 03.06.1964, became the sole and absolute owner of the aforesaid land and he duly mutated his name before concern Municipality by paying all rates and taxes and also obtain a sanction plan vide no 147 of 20-21, for constructing brick built house thereon and thereafter constructed one brick built building and enjoyed the same without any encumbrances, lispendence, disturbance from any corner whatsoever.



- 4. While being seized, possessed said Shri Hari Madhab Saha during peaceful enjoyment and having 16 anna rights upon the land died intestate on 31.12.2003 leaving behind one son namely Sri Anup Kumar Saha who thereafter inherited the said land measuring about-3(three) Kotthas lying and situated at Mouza- Rahara, J.L.no.-3, Touzi no.184-190,Re.Sa. no. 61 corresponding R.S. Khatian no.4783 and R.S. dag no.1154 & 1155 under District North 24 Pgs, which is morefully and particularly described as First Schedule mentioned property by virtue of Indian Succession Act ,1956 as class -1 legal heirs of the deceased Shri Hari Madhab Saha. That wife of said Shri Hari Madhab Saha namely Suvasini Saha had died on 23.11.1999 before the death of Shri Hari Madhab Saha.
- 5. After inherited the aforesaid property by virtue of succession aforesaid Sri Anup Kumar Saha duly mutated his name before the concern municipality and become the sole Owner, possessor in respect of the said land as aforesaid and enjoyed the same without any encumbrances, lispendence, disturbance from any corner or any person whatsoever.

#### Part - II

- 1. one Sri Phatick Chand Mukhopadhyay, Sri Bijoy Kumar Mukhopadhyay, Sri Basanta Kumar Mukhopadhyay and Sri Sarat Kumar Mukhopadhyay were the joint and absolute owners in respect of All That piece and parcel of land measuring about 4 (Four) cottahs 04 (Four) chittack be the same or little more or less which is lying and situated at Mouza- Rahara, Touzi no- 184 to 190, J.L. No.-3, R. S. no.- 61, C. S. Dag no. 1115, L. R. Dag no.- 3048, C. S. Khatian no-262, L.R. Khatian no- 1665, holding no.- 162, Nandan Kanan within the municipal jurisdiction of ward no. 6 (formerly) and 12(presently) of Khardah Municipality, P. S.- Khardah, A.D.S.R.- Barrackpore, D.S.R. at Barasat within the District of North 24 Parganas and the said Sri Sri Phatick Chand Mukhopadhyay, Sri Bijoy Kumar Mukhopadhyay, Sri Basanta Kumar Mukhopadhyay and Sri Sarat Kumar Mukhopadhyay enjoying the same as joint and absolute owners of the said property without any disturbances, encumbrances, lis pendences from any corner.
- 2. That during absolute possession and enjoyment of the aforesaid landed property said Sri Phatick Chand Mukhopadhyay, Sri Bijoy Kumar Mukhopadhyay, Sri Basanta Kumar Mukhopadhyay and Sri Sarat Kumar Mukhopadhyay, the vendors therein due to urgent need of money declared to sell their land measuring about 4 (Four) cottahs 04 (Four) chittack more or less which is lying and situated at Mouza- Rahara, Touzi no- 184 to 190, J.L. No.-3, R. S. no.- 61, C. S. Dag no. 1115, L.R. Dag no.- 3048, C. S. Khatian no-262, L.R. Khatian no- 1665, holding no.- 162, Nandan Kanan within the municipal limit of

ward no. 6 (formerly) and 12(presently) of Khardah Municipality P. S.- Khardah, A.D.S.R.- Barrackpore, D.S.R. at Barasat within the District of North 24 Parganas to Smt. Pratima Bhattacharjee by virtue of Deed of Sale dated 08.02.1963 which was registered from the office of Additional District Sub- Registrar at Barrackpore and recorded in Book No.- I, Vol. No.- 7, Pages 272 to 274, Being No.- 659 for the year 1963.

- 3. That after purchasing the aforesaid plot of landed property as mentioned above said Smt. Pratima Bhattacharjee mutated her name in the Khardah Municipality being holding no.162, Nandan Kanan and paid all relevant/prevailing taxes to the concerned authority. Thereafter said Smt. Pratima Bhattacharjee at her own cost and expenses constructed one storied brick built building/structure with casting roof area measuring about 764 sq. ft. same or little be more or less comprising of 1 (one) bed room, 1 (one)dining, 1 (one)kitchen, 1 (one) sitting room, 1 (one)verandah, 1 (one)bath and privy and septic tank according to the sanctioned plan already obtained from the Khardah Municipality.
- 4. That during the period of peaceful enjoyment of the said property, said Smt. Pratima Bhattacharjee, the vendor therein due to love and affection towards her grandson namely Dr. Rajarshi Bhattacharyya son of Dr. Pradip Kumar Bhattacharyya transferred the right, title and interest over the said property by way of registered Deed of Gift dated 10th March, 2003 which was registered from the office of A. D. S. R. at Barrackpore and recorded in Book no.-1, Vol. No.- 110, pages 227 to 238, Being no. 4111 for the year 2003.
- 5. That during peaceful possession of the aforesaid property which is free from all types of encumbrances, lis pendences, lien, charges from all corner whatsoever said Sri Rajarshi Bhattacharyya, the vendor herein has unable to manage, control the same, decided to sell the All That piece and parcel of homestead land measuring about 4 cottahs 04 chittack more or less with brick built dilapidated 20 years old structure, cemented flooring ad measuring about 764 sq. ft. little be more or less consisting of 1(one) bed room, 1(one)dining, 1(one)kitchen, 1(one)sitting room, 1(one)verandah, 1(one) bath and privy and septic tank which is lying and situated at Mouza-Rahara,

Touzi no- 184 to 190, J.L. No.-3, R. S. no.- 61, C. S. dag no. – 1115, L.R. Dag no.- 3048, C. S. Khatian no- 262, L.R. Khatian no- 1665, holding no.- 162, Nandan Kanan within the municipal jurisdiction of ward no. 6 (formerly) and 12 (presently) under Khardah Municipality, under P. S.- Khardah, A.D.S.R.- Sodepur, D.S.R. at Barasat within the District of North 24 Parganas, knowing the information of sell, one Sumangal Enterprise (a partnership firm under the preview of Indian Partnership Act) being represented by its designated partners namely Sri Indrajit Bhattacharyya, Smt. Sutapa Sarkar, Sri Ranjit Kumar Majumder, Sri Ajay Kumar Singh, Sri Abhijit Das and Sri Jiban Krishna Dey, after acknowledging the fact and circumstances as well as inspecting the right, title of the Vendor therein over the said schedule mentioned property, they have desirous to purchase the schedule mentioned property at a reasonable consideration.

6. the Purchaser therein and Developer herein after being fully satisfied with the title, possession and ownership of the said All That piece and parcel of homestead land measuring about 4 cottahs 04 chittack more or less with brick built dilapidated 20 years old structure, cemented flooring ad measuring about 764 sq. ft. little be more or less consisting of 1(one) bed room, 1(one)dining, 1(one)kitchen, 1(one)sitting room, 1(one)verandah, 1(one) bath and privy and septic tank which is lying and situated at Mouza- Rahara, Touzi no- 184 to 190, J.L. No.-3, R. S. no.- 61, C. S. dag no. - 1115, L.R. Dag no.- 3048,C. S. Khatian no-262, L.R. Khatian no- 1665, holding no.- 162, Nandan Kanan within the municipal jurisdiction of ward no. 6 (formerly) and 12 (presently) under Khardah Municipality, under P. S.- Khardah, A.D.S.R.- Sodepur, D.S.R. at Barasat within the District of North 24 Parganas, being desirous to purchase the said landed property along with brick built structure thereon having one storied dilapidated building measuring about 764 sq. ft. little be more or less comprising of 1 comprising of 1 (one)bed room, 1 (one)dining, 1 (one)kitchen, 1 (one) sitting room, 1 (one)verandah, 1 (one)bath and privy and septic tank, contacted the vendor hereto and after prolonged discussions between the parties, the vendor therein agreed to sell the same to the purchaser and Developer herein at a reasonable consideration and the vendor therein execute one registered Deed.of Sale dated 24.01.2019 in favour of the Purchaser therein and the owner herein which was registered in the office of A.D.S.R. office at Sodepur and was recorded in book no. I, Vol. no. 1524-2019, Pages 22514 to 22548, Being no. I-152400384 for the year 2019.

#### Part- III

- 6. Thereafter Sri Anup Kumar Saha (Land owner of Part-I Property) and Sumangal Enterprise (Land owner of Part-II Property) represented by its partners namely Sutapa Sarkar, Indrajit Bhattacharyya, Ajoy Kumar Singh, Ranjit Kumar majumder, Abhijit Das and Jiban Krishna Dey amalgamate their properties on 07.06.2021 and applied for sanctioned plan before the concerned authority and sanctioned the plan vide no 147 of 20-21.
- 7. Thereafter one of the Landowner namely Sri Anup Kumar Saha executed one registered Development Cum Power of Attorney dated 4th April, 2023 which was registered at the office of Additional District Sub Registrar at Sodepur and was recorded in Book no.-1, Vol. no. 1524-2023, Pages 133854 to 133892, Being no 152402392 for the year 2023 in favour of Sumangal Enterprise and Sumangal Enterprise through its partners Sutapa Sarkar, Indrajit Bhattacharyya, Ajoy Kumar Singh, Ranjit Kumar Majumder, Abhijit Das and Jiban Krishna Dey.
- 8. Thereafter one of the Landowner of the amalgamated property namely Anup Kumar Saha died intestate on 04.02.2024 leaving behind his widow wife Smt. Gita Saha and three daughters namely Smt. Anutapa Dhar wife of Ananda Lal Dhar, Smt. Anindita Saha and Smt Anita Sarkar wife of Alok Sarkar and they became the joint owners and successors as per Hindu Succession Act, 1956.
- 9. Now according to said Development cum Power of Attorney dated 4th April, 2023 which was registered in the office of Additional District Sub Registrar at Sodepur and was recorded in Book no.-1, Vol. no. 1524-2023, Pages 133854 to 133892, Being no 152402392 for the year 2023, it is clearly mentioned that in the event of death of the Land owner namely Anup Kumar Saha during the continuance of the constructional work of the newly constructed building, his legal heirs are bound to execute fresh Development Agreement and Development Power of Attorney in favour of the Developer for uninterrupted progress of the construction work under the same terms and conditions as mentioned / embodied in the said Development Agreement cum power of Attorney dated 4th April, 2023.

10.Therefore the Landowners herein agrees to execute such agreement with the same terms and condition, embodied in the said Development cum Power of Attorney.

# NOW THESE PRESENTS WITHESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:-

Article :- I (Definition)

In these presents unless there is something in the context repugnant to or inconsistent with:-

OWNER:- shall mean and include the said (1) SMT. GITA SAHA (PAN BZQPS9456Q) (AADHHAR NO 9702 9170 8135) wife of Late Anup Kuma Saha, by faith- Hindu, by occupation- Housewife, residing at 97/1C Nainan Para Lane, Baranagar, Kolkata-700038 (2) SMT. ANUTAPA DHAR (PAN ASAPB5019J) (AADHAR NO 9229 8694 3292) wife of Anandalal Dhar by faith- Hindu, by occupation- Housewife, residing at 525B, Rabindra Sarani, Baghbazar, P.O. & P.S.- Baghbazar, Kolkata- 700003 (3) SMT. ANINDITA SAHA (PAN CRBPS6336R) (AADHHAR NO 3207 0205 9354) daughter of Anup Kumar Saha, by faith- Hindu, by occupation- Housewife, residing at 164, Nandankanan Rahara, Kolkata- 700118 (4) SMT. ANITA SARKAR (PAN CCQPS0784M) (AADHAAR NO 3037 2997 1617) wife of Alok Sarkar and daughter of Anup Kumar Saha, by faith- Hindu, by occupation- Housewife, residing at 97/1C Nainan Para Lane, Baranagar, Kolkata- 700038.

DEVELOPER: shall mean and include "SUMANGAL ENTERPRISE" (PAN ADTFS7993] ), a partnership firm, within the meaning of Indian Partnership Act, having its office at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur, Barrackpore, Police Station Titagarh, Kolkata-700122, represented by its designated partners namely:- 1. SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q) (AADHAAR NO 6065 9109 1909) son of Late Debendranath Bhattacharyya, by faith - Hindu, by occupation - Business, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District- North 24 Parganas; 2. SMT. SUTAPA SARKAR (PAN AJJPS2985E) (AADHAAR NO 5854 1123 5126) wife of Naresh Sarkar, by faith-Hindu, by Occupation-Business residing at Nandan Kanan South Rahara, Khardah Police Station- Khardah, P.O.- Rahara, Kolkata-700119, District- 24 paragonas (North), 3. SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B) (AADHAAR NO 5162 9709 3953) son of Late Nepal Chandra Majumder, by faith - Hindu, by occupation - Business, residing at 31, Muralidhar Pally, Sodepur, P.S. -Khardah, P.O.- Sodepur, Kolkata - 700110, District North 24 Parganas; 4. SRI AJOY KUMAR SINGH (PAN AJFPS5766H) (AADHAAR NO 3926 2659 9360)son of Late Ram Balak Singh, by faith - Hindu, by occupation- Business, residing at Arabinda Arena, Block- C, flat no. 1, 2nd floor, Rahara Bazaar, Kolkata- 700118, District- North 24 Parganas. 5. SRI ABHIJIT DAS (PAN AFZPD6704Q) (AADHAAR NO 3648 4839 9386) son of Late Sarajit Das, by nationality Indian, by faith Hindu, by occupation Business, presently residing at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur Barrackpore, Police Station Titagarh, Kolkata-700122; 6. SRI JIBAN KRISHNA DEY (PAN AEYPD7141R) (AADHAAR NO 2927 2816 7076) son of Late Kanai Lal Dey, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 76 no. Muralidhar Pally, P.O. Sodepur, Police Station Khardah, Kolkata 700110 hereinafter called the DEVELOPERS, and their respective heirs, executors, administrators, legal representatives and assignees.

LAND/PREMISES:- ALL THAT piece and parcel of amalgamated land having area measuring 7 (seven) Cotthas 4 (four) Chittaks be the same or little more or less lying and situated at Mouza- Rahara, J.L.no.-3, Touzi no.184-190, Re.Sa. no. 61 corresponding L. R. Khatian no. 6134 & 1665 and L. R. Dag no. 3046 & 3048,

Road:- Nandankanan, Rahara, ward no. 12, holding no 164 within the municipal jurisdiction of Khardah Municipality, under P. S. - Khardah, District North 24 Parganas, D. S. R. at Barasat and A. D. S. R. at Sodepur.

BUILDING:- shall mean and include proposed G+4 storied building consisting of Block 1 & 2, to be constructed on the amalgamated land having area measuring 7 (seven) Cotthas 4 (four) Chittaks be the same or little more or less, building namely "Sumangal Abasan", lying and situated at Mouza- Rahara, J.L.no.-3, Touzi no.184-190, Re.Sa. no. 61 corresponding L. R. Khatlan no. 6134 & 1665 and L. R. Dag no. 3046 & 3048, Road:- Nandankanan, Rahara, ward no. 12, holding no. 162 within the municipal jurisdiction of Khardah Municipality, under P. S. – Khardah, District North 24 Parganas, D. S. R. at Barasat and A. D. S. R. at Sodepur.

COMMON FACILITIES: shall mean and include corridors, stairways, passageways, drain ways, lift, lift machine, lift cage, submersible water pump, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump and plumbing line, roof, paths and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building.

SALEABLE SPACE: shall mean and include the space in the building available for independent use and occupation for residential and commercial use except Owners' Allocation after due provision for common facilities and amenities and the space required thereof.

OWNERS' ALLOCATION:- That the land Owners herein will get and enjoy entire top floor, measuring about 141 (one hundred and forty one) sq. mtr. of Block-2 (west side of the project) of the newly constructed G+4 storied building consisting of Block 1 & 2, be little same more or less, according to the building plan, already been sanctioned vide no 147 of 20-21 by the competent authority of the Khardah Municipality if any deviation with the sanction plan then all responsibility, liabilities of such fine/penalties to be imposed by the competent authority shall be borne by the Developer.

DEVELOPERS' ALLOCATION: That Developers' Allocation shall mean and include remaining entire floors of the Block 1 & 2 of G+4 storied building consisting of Block 1 & 2, according to the building plan, already been sanctioned vide no. 147 of 20-21 to be constructed by the Developer in the said proposed building including proportionate common passage on the ground floor of the premises to be developed.

ARCHITECT AND ADVOCATE :- shall mean and include the ARCHITECT and ADVOCATE who shall be appointed by the said Developer who shall be constructed and/or erected on the said land premise and shall be in charge of all legal acts, deeds and contracts.

BUILDING PLAN: shall mean and include such plan/plans for the construction of the said proposed G+4 storied building consisting of Block 1 & 2, according to the building plan, already been sanctioned vide no 147 of 20-21.

TRANSFER: shall be mean and include transfer by way of sale of flats, car parking spaces, shop rooms, office space etc. except Owners' Allocation after due provision for common facilities and amenities and the space required thereof.

SAID PLOT :- shall mean and include all that piece and parcel of land particularly mentioned and described in the FIRST SCHEDULE.

#### Article :- II (Commencement)

2. That the agreement shall be deemed to have commenced on and with effect from 19.44 day of June 2024 (two thousand twenty four) Christian era.

#### Article :- III (Owner's Right and Presentations )

- 3.1. Possession: The Owners are now absolutely seized and possessed of, in respect of their shares in the Schedule mentioned property or otherwise well and sufficiently entitled in the said premises and shall retain symbolical possession until the said multi storied building to be erected thereon the said land premises.
- 3.2. The Owners shall have the authority to execute or enter into Agreement for Sale and received advance or earnest money from the intending Purchaser or purchasers respecting Owners' Allocation, after handing over possession of the Owners' Allocation by the Developer.
- 3.3. The said land premises is free from all sorts of encumbrances, attachments, lis pendence, mortgage and liens of whatsoever and howsoever nature and the Owners herein have got valid and marketable title in all that the said land and premises, being their right remain undivided, proportionate impartible.

#### Article :- IV ( Developer's Right)

- 4.1. The Developer shall have authority to deal with the property in terms of this agreement or negotiate with any of agreement person or persons or enter into any contract of agreement or borrow money or take any advance against their Developer allocation or acquired right under these agreements moreover the Developer shall have right to mortgage said Developer's Allocation to raise funds for the purpose of completion of the said project.
- 4.2. That owners and Developer hereby grant subject to what have been herein under provided, exclusive rights to the Developer to build upon the said land, according to the building plan, already been sanctioned vide no 147 of 20-21, by the competent authority of Khardah Municipality in the name of the Owners and the Developer jointly with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.3. That the Developer herein shall carry the work of demolishing if any at it own cost and expenses in a most skilful manner and shall remain fully liable for all its acts, deeds and things of whatsoever and howsoever nature and also error in judgement on that account.

- 4.4 Booking from intending purchasers for Developers' Allocation will be taken by the Developer but the Agreement with the intending Purchasers will be signed in their own names on behalf of the Owners as Power of Attorney holder.
- 4.6 The Developer is empowered to collect consideration money from the sale of Developer's Allocation from the intending Purchasers and issue money receipts in their own names.
- 4.7 On completion of the said proposed building when the flats will be ready for giving possession to the intending purchasers the possession letters to the intending purchasers will be signed by the Developer.
- 4.8 All the construction costs and expenses will be borne by the Developer, no liability on account of construction costs and expenses will be charged from the Owners' allocation.

#### Article :- V (Consideration)

- 5.1 . The Developer has agreed to build the said proposed building at its own costs and expenses and the Owners shall not be required to contribute any sums towards the construction of the said proposed building or otherwise.
- 5.2. In consideration of the Owners having agreed to grant exclusive right of developing the said premises.
- 5.3. Apart from the aforesaid consideration which has already been made by the Developer to the Owners as indicated in Clause No.5.1. hereinabove written, the Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows:-
- a. space allocation of the Owners.
- costs, charges and expenses incurred for construction erection and completion of the said proposed new building at the said premises.
- c. Costs, charges and expenses an account of causing the plan or map prepared for the purpose of obtaining, which is already sanction by the competent authority of Khardah Municipality or its necessary alterations and/or modifications.
- d. costs, charges and expenses incurred for installation of sewerage, drainage and other connections.
- e. fees paying to architects and engineers as also fees payable to the Khardah Municipality for the purpose of obtaining necessary permission or sanction for sewerage, drainage and water connection.
- f) legal expense incurred and paid for this development arrangement and all other expenses and charges for the purpose of Development of the said premises including the

fees payable to Advocate, legal retainer, as duly appointed to look after legal aspect of the said proposed project.

g) costs of supervision of construction of the Owners' allocation of the said premises.

5.4. The Owners have agreed to grant exclusive right for developing the said premises in terms of these presents and the Developer has agreed and undertaken to build the building at its own costs and expenses and the Owners shall not be required to contribute any sum towards construction of the said building and/or development of the said land. It is hereby made clear that the Developer shall after completion of the construction of the said building in all respect will deliver the possession of the Owners' allocation as provided earlier before delivering the possession to the actual buyers under Developers' Allocation.

#### Article :- VI (Procedure)

6.signing these presents the Owners being the Principals herein are empowering and appointing the said Developer namely include "SUMANGAL ENTERPRISE" (PAN ADTFS7993] ), a partnership firm, within the meaning of Indian Partnership Act, having its office at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur, Barrackpore, Police Station Titagarh, Kolkata-700122, represented by its designated SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q) (AADHAAR NO 6065 9109 1909) son of Late Debendranath Bhattacharyya, by faith -Hindu, by occupation - Business, by nationality- Indian, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District-North 24 Parganas; 2. SMT. SUTAPA SARKAR (PAN AJJPS2985E) (AADHAAR NO 5854 1123 5126) wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business, by nationality- Indian, residing at Nandan Kanan South Rahara, Khardah Police Station-Khardah, P.O.- Rahara, Kolkata- 700119; District- 24paragonas (North), 3. SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B) (AADHAAR NO 5162 9709 3953) son of Late Nepal Chandra Majumder, by faith - Hindu, by nationality- Indian, by occupation -Business, residing at 31, Muralidhar Pally, Sodepur, P.S. - Khardah, P.O.- Sodepur, Kolkata - 700110, District North 24 Panganas; 4. SRI AJOY KUMAR SINGH (PAN AJFPS5766H) (AADHAAR NO 3926 2659 9360) son of Late Ram Balak Singh, by faith Hindu, by occupation- Business, by nationality- Indian, residing at Arabinda Arena, Block- C, flat no. 1, 2nd floor, Rahara Bazaar, Kolkata- 700118, District- North 24 Parganas. 5. SRI ABHIJIT DAS (PAN AFZPD6704Q) (AADHAAR NO 3648 4839 9386) son of Late Sarajit Das, by nationality Indian, by faith Hindu, by occupation Business, presently residing at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur Barrackpore, Police Station Titagarh, Kolkata-700122; 6. SRI JIBAN KRISHNA DEY (PAN AEYPD7141R) (AADHAAR NO 2927 2816 7076) son of Late Kanai Lal Dey, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 76 no. Muralidhar Pally, P.O. Sodepur, Police Station Khardah, Kolkata 700110, in the State of West Bengal, India, and their legal heirs, representatives and assignees.



#### Article :-VII(Power)

7.1 The owners of the amalgamated & undivided land measuring about 3 (three) Cottahs out of 7 (seven) Cotthas 4 (four) Chittaks be little more or less which is lying and situated at Mouza- Rahara, J.L.no.-3, Touzi no.184-190, Re.Sa. no. 61 corresponding R.S. Khatian no.4783, L. R. Khatian no. 6134 and R.S. dag no.1154 & 1155, L. R. Dag no. 3046, ward no 12, Holding no 162, Road:- Nandankanan, Rahara within the municipal jurisdiction of Khardah Municipality, under P. S. – Khardah, District North 24 Parganas, D. S. R. at Barasat and A. D. S. R. at Sodepur, which is more fully and particularly described in First Schedule mentioned landed property appoint "SUMANGAL ENTERPRISE" (PAN ADTFS7993]), a partnership firm, within the meaning of Indian Partnership Act, having its office at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur, Barrackpore, Police Station Titagarh, Kolkata-700122, represented by its designated partners namely: 1. SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q) (AADHAAR NO 6065 9109 1909) son of Late Debendranath Bhattacharyya, by faith - Hindu, by occupation - Business, by nationality-Indian, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District- North 24 Parganas; 2. SMT. SUTAPA SARKAR (PAN AJJPS2985E) (AADHAAR NO 5854 1123 5126) wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business, by nationality- Indian residing at Nandan Kanan South Rahara, Khardah Police Station- Khardah, P.O.- Rahara, Kolkata- 700119, District- 24paragonas (North), 3. SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B) (AADHAAR NO 5162 9709 3953) son of Late Nepal Chandra Majumder, by faith - Hindu, by occupation -Business, by nationality- Indian, residing at 31, Muralidhar Pally, Sodepur, P.S. - Khardah, P.O.- Sodepur, Kolkata - 700110, District North 24 Parganas; 4. SRI AJOY KUMAR SINGH (PAN AJFPS5766H) (AADHAAR NO 3926 2659 9360) son of Late Ram Balak Singh, by faith - Hindu, by occupation- Business, by nationality- Indian, residing at Arabinda Arena, Block-C, flat no. 1, 2nd floor, Rahara Bazaar, Kolkata- 700118, District- North 24 Parganas. 5. SRI ABHIJIT DAS (PAN AFZPD6704Q) (AADHAAR NO 3648 4839 9386) son of Late Sarajit Das, by nationality Indian, by faith Hindu, by occupation Business, presently residing at Jaffarpur Panchanan Tala Pathagar, Post office- Nonachandanpukur Barrackpore, Police Station Titagarh, Kolkata-700122; 6. SRI JIBAN KRISHNA DEY (PAN AEYPD7141R) (AADHAAR NO 2927 2816 7076) son of Late Kanai Lal Dey, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 76 no. Muralidhar Pally, P.O. Sodepur, Police Station Khardah, Kolkata 700110, India as their constituted lawful attorney to act and deed the following in respect of aforesaid property:-

- To look after and manage and control and supervise and administration and construction on our said property on our behalf and to take any steps in respect of the said property.
- 2) To enter into agreement for sale/lease with prospective buyer or buyers of the Developer's allocation as mentioned in the Development agreement and to receive earnest money or part payments and full consideration money from the prospective buyers. To receive from the intending purchaser any earnest money and/or advance and also the balance consideration money and to give good valid receipt and discharge for the same which will protect the purchaser without seeing the application of the money as per

Development agreement. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administration the said land and every part thereof, to look after the said land and to control the areas for the development of the said land and construction of a multi storied building thereon as per sanctioned building plan and as per terms and condition of this Agreement.

- 3) To sign execute and admit any documents, statements, papers, undertaking declaration etc as may be required for necessary permission for construction of the building on the said property from the Khardah Municipality and other appropriate authorities.
- 4) To develop the said property by raising construction of G+4 storied building consisting of Block 1 & 2 thereon as the said attorneys may deem fit and proper and for that purpose to take down, demolish and/or remain existing structure/land whatsoever nature at the said premises if any our said attorney shall think fit and proper.
- 5) To transfer of flats/shops of developer's allocation in the proposed new constructed G+4 storied building consisting of Block 1 & 2 as per this Agreement.
- 6) To sign and executed all other deeds, instrument and assurances which Attorneys shall consider necessary and to enter into and/or agree to such covenants/lease and condition as may be required for fully and effectually conveying the flats of the said property as we could do ourselves, if personally present.
- 7) To present any such conveyance for registration or lease deed in respect of Developer's allocation and to admit execution and receipt of consideration before Additional District Sub-Registrar, District Registrar and Registrar having authority for and to have the said conveyance registered according to the law and to do all acts deed and things which our said Attorneys shall consider necessary for conveying the said property to the said purchaser/lessee as fully and effectually in all respects as we could do the same ourselves as per terms and conditions of this Agreement.
- 8) To apply and obtain the electricity before the W.B.S.D.C.L., water sewerage drainage telephone or any other service to the said newly constructed building and or connect or disconnect the same and for the those purpose to sign execute and submit all papers application documents before the concerned authorities and to do all other acts deeds and things as may be deemed fit and proper by the said attorney as per this Agreement.
- 9) To compromise suits, appeals or other legal proceeding in any court tribunal authority whatsoever and sign and verify applications thereof for the said property as per Development agreement. And also negotiate with tenant and other occupier of the building if any.
- 12) To execute, carry into effect and perform all agreements and contracts entered into by us with any other persons as our own act and deed as per terms and conditions of this agreement.



- 13) To appoint any Mason, Engineer, Architect, Planner, Revenue agent or any other legal practitioners relating to our said property on behalf of us and construct a building on our said property and sale the same to anybody as per this Agreement.
- 14) This power of attorney is being granted in favour of the said attorney without any consideration only undertaking the development work in terms of this Agreement.

AND GENERALLY we ratify and confirm to do all acts deeds and things and perform any other act or acts deed matter or thing whatsoever which in the opinion of our said attorneys ought to be done, executed and performed in relation to our personal affairs, engagements ancillary or incidental there to as fully effectually as we could do the same if we may personally present and it is also made clear herein that no separate power of attorney is required to be executed in favour of the landowners to the Developer for executing the aforesaid Deed, things etc., for executing conveyance of Developers' Allocation.

#### Article:-VIII (Dealing of Space in the said proposed building)

- 8.1 The Developer shall on completion of the said proposed building put the Owner first in possession of the Owners' allocation TOGETHERWITH THE RIGHTS in common to the facilities and amenities to be enjoyed proportionate with other flat Owner and after such completion the Developer will send an official notice to the Owner herein for taking the possession of the Owner Allocation end even if within 30 (thirty) days after receipt of such notice if the Owner neglect to receive such possession, in that case, the possession of the Owners' Allocation shall be deemed to be delivered to the Owner.
- 8.2. The Owners will be entitled to transfer or otherwise deal with Owners' allocation in the said proposed building after demarcation of their respective shares of floors/flats/car parking spaces, without any interference from the Developer herein.
- 8.3. The Developer being the party of the second part shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats/car parking spaces together with share of land excluding the space provided under Owner's allocation, as mentioned hereinbefore, of the said proposed building on the said premises with any respective buyers before or in course of the construction and on such terms and consideration as the Developers thinks fit and proper after demarcation of their respective shares of the said building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/transfers as aforesaid, including earnest money or initial payments or part payments or full payment thereof shall be received by the Developer and the Owners herein will have no right and share and will not be entitled to any portion thereof.
- 8.4. The Developer shall be entitle to enter into agreement for sale or transfer in respect of the developers' allocation if necessary on the basis of the Power of Attorney holder representing the Owner herein in its name and entitled to sign all necessary documents on behalf of the Owners however that such dealing shall not in any manner fasten or create any financial and legal liability upon the Owners herein.

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8.5. The Developer shall have right to execute the Deed of Conveyance or Conveyances in favour of the intending buyer and /or buyers in respect of the Developers' allocation of the building on behalf of the Owners herein being the constituted attorney of the Owner( as Owners herein do appoint, constitute and nominate the Developer as their true and lawful attorney) in favour of the Purchaser/Purchasers PROVIDED HOWEVER the costs of Conveyance or conveyances including Non Judicial stamps and registration expenses and all other legal expenses incidental thereto shall be borne and paid by the intending Purchaser/Purchasers thereof including the professional fees of the Solicitors/Advocate duly appointed.

#### Article :-IX(Building)

- 9.1. The Developer shall at the Developers' owner cost construct, erect and complete the said proposed building at the said premises/land in accordance with such material and with such specification as are mentioned in the THIRD SCHEDULE herein under written and as may be recommended by architect from time to time.
- 9.2. The Developer shall install and erect in the said building at the Developer's Own cost and expenses standard New Pump set, tube wells, Water storage take, overhead tanks, lift, Electrical wirings, fittings and installations and other facilities as are required to be provided in a residential building having self contained apartments and constructed for sale of flats, offices and car parking spaces herein on Ownership basis and as mutually agreed.
- 9.3. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are not inferior to the standard as mentioned in the municipal building laws.

The Developer shall at its own costs and expenses and without creating any financial or other liabilities to Owner, construct and complete the said proposed building and various units and /or apartments, offices and car parking spaces therein, in accordance with the building plan, already been sanctioned vide no vide no 147 of 20-21 by the competent authority of Khardah Municipality.

- 9.5. All cost, charges and expenses including Architect fees shall be discharged and paid by the Developer and the Owners will have no responsibility in this context to the Architect.
- 9.6 The name of the said proposed building shall be "Sumangal Abasan" as greed by the parties hereto forever.

#### Article:-X (Space Allocation)

10.1 Owners' Allocation: That the land Owners herein will get and enjoy entire top floor measuring 141 (one hundred and forty one) sq. mtr. of the G+4 storied building of Block 2 (west side of the entire plot), be little same more or less, already been sanctioned by the competent authority vide plan no 147 of 20-21, the entire constructed area in the said proposed building will be on super built up area basis, which will be constructed by the Developer upon according to the building plan vide no 147 of 20-21, by the competent

authority of the Khardah Municipality, if any deviation with the sanction plan then all responsibility, liabilities of such fine/penalties to be imposed by the competent authority shall be borne by the Developer.

The owners also will be entitled to have the consideration as owners allocation in following manner:-

- a. Rs 1,00,000/- (Rupees one lakh only) already paid to the Land owners namely Anup Kumar Saha, since deceased, at the time of execution of previous presents.
- b. Rs. 50,000/- (Rupee fifty thousand only) will be paid to the Land owners herein after 8 months of these presents.
- c. Rs. 50,000/- (Rupee fifty thousand only) will be paid to the Land owners herein after 16 months of these presents.

10.2. That Developer Allocation shall mean and include remaining entire floors of the G+4 storied building of Block 1 & 2 (except owner's allocated area measuring 141 sq. mtr.) be little same or more or less upon entire constructed built up area to be constructed by the Developer in the said proposed building including proportionate common passage on the ground floor of the premises to be developed.

Be it mentioned here the Developer will be entitled to transfer or otherwise deal with Developer's allocation in the said proposed G+4 storied building consisting of Block 1 & 2, already been sanctioned vide no 147 of 20-21 from the competent authority and demarcation of their respective shares of floors/flats/car parking spaces, without any interference from the Land Owners herein.

10.3. That on completion of the proposed G+4 storied building consisting of Block 1 & 2, the Land Owners agree to sign, execute and register at the cost of the Developer of intending buyer all such agreement, documents, instrument and writings as may be necessary and expedient for the purpose of transfer or sale Deed of said Building provided that the Developer will hand over the Land Owners their allocation before handing over the physical possession to the other intending buyers. It would be contextual to mention that Clause 5.4, will effected then and there.

#### Article :- XI (common facilities)

11.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and from the date of signing of this agreement but the Land Owners herein will be liable to pay all out goings and claims of whatsoever and howsoever nature before the execution of this Agreement. Moreover the Land Owners herein have not yet mutated their names in the assessment records of the Khardah Municipality, being competent authority, hence the said process of mutation would be undertake by the Developers at their own cost and expenses.

11.2 As soon as the building will be completed, the Developer shall give written notice to the Land Owners requesting the Land Owners to receive possession of the Land Owners Allocation in the building. Then after 30 days from the date of serving of such notice and at all times thereafter the Land Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties due and other public outgoings and impositions whatsoever payable in respect of the Owners' allocation, the said rates to be apportioned prorate basis with reference to the saleable spaces in the building, if any, levied on the building as a whole.

- 11.3 Any transfer of any part of the Owner allocation in the new building shall be subject to the other provision hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rate and service charges for the common liabilities, facilities as it is done in case of registered apartment Owner under Apartment Ownership act.
- 11.4. That Land Owners shall not do any unlawful act deed or thing whereby the Developer shall be prevented from construction and completion of the said building as per approved plan.
- 11.5. Both the Developer and the Land Owners herein shall enjoy their respective allocation / portions in the said proposed building under their occupation forever with absolute right to alienation, transfer, gift etc and such rights of the parties in no way could be taken off or infringed by either of the parties under any circumstances. Both the Land Owners and Developers will start paying their proportionate maintenance charges regularly from the date of taking possession from Developer to the Land Owners, being the Developer's allocation and owners allocation respectively.

#### Article:- XII ( Common Restrictions)

The Land Owners Allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the developers allocation in the building intended for common benefits of all occupiers of the building which shall include the followings:-

- 12.1 Neither party shall use or permit to used of respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance or hazard to other occupiers of the building.
- 12.2 Neither party shall demolish or permit to demolish of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf, subject to hampering super structure of the said proposed project.
- 12.3 Neither of the parties shall transfer or permit to transfer of their respective allocations or any portion thereof unless:-
- a) such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed;
- b) the proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents

and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

- 12.4 Both the parties shall be abide by all laws, bye-laws, rule and regulations of the Government, Statutory bodies and /or local bodies as the case may be and shall attend to answer and be responsible for any deviation ,violation and or breach of any of the laws , bye laws, rules and regulations.
- 12.5. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixture and appurtenances and floor and ceiling etc. In each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damages to the building or any other space or accommodation therein and shall keep the other or them and/or the occupier of the building indemnified from and against the consequences of any breach.
- 12.6. Neither parties shall do or cause or permit to done any act or thing which any render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the building harmless and indemnified from and against the consequence of any breach.
- 12.7. No goods or other items shall be kept by either parties for display or otherwise in the corridors or other places of common use in the building and no hindrances shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 12.8. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 12.9. Either of the parties shall permit other's agents with or without workmen and other at all reasonable times to enter into and upon the each's allocation and every part thereof of the purpose of maintenances for repairing any part of the building and or for the purpose of repairing maintain, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintain, repairing and testing drains, gas and water pipes and electrical wires and for any similar purposes.

#### Article-XIII (Owners Obligations)

- 13.1 The Land Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrances in the lawful construction of the said proposed building at the said premises by the Developer. If any unlawful interferences or hindrances or impediments to such construction is done, the Land Owners will be liable for damages.
- 13.2 The Land Owners doth hereby covenant with the Developer not to do any act ,deed or thing whereby the Developer may be prevented from selling ,assigning and /or disposing

of any of the Developer's Allocation in the building at the said premises in favour of the intending buyers of flats /apartments in the said building. The Land Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

- 13.3. The Land Owners doth hereby agree and covenants with Developer not to let out, grant, lease, mortgage and /or charge or part with possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this Agreement.
- 13.4. The Land Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction of the said building. It is recorded herein that the completion period of the said proposed building shall be only 24 (Twenty Four) months on and from the date of sanctioning of the building plan. If the Developer fails to complete the said proposed building within 24 (Twenty Four) months in that event Land Owners herein may allow another 6(six) months more to complete the said proposed building subject to Force Majeure written herein under.
- 13.5 No part of the said properties and/or premises is subject to any order of acquisition or requisition nor has any notice of acquisition or requisition been served upon the Land Owners.
- 13.6. The said properties and/or premises have not been subject to any notice of attachment under Public Demand Recovery Act or for payment of Income Tax and Municipal dues or any statutory dues whatsoever or howsoever.
- 13.7. The Land Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the Title Deeds of the said premises /land or any portion thereof at any time during subsistence of this Agreement.
- 13.8. The said properties and/or premises does not being to any public wakf or any private wakf and/or mosque under any trust, private or public or any endowment.
- 13.9. That after signing this agreement other than the Owner's Allocation provided herein no claim and/or demand either by the agents or by the nominee/ nominees would be entertained by Developer under whatever circumstance. If such flung happens, it would be settled and adjusted out of the said Owners' allocation.
- 13.10. That the Land Owners will be physically present to allow the Developer or its men and agent for the purpose of survey of land, testing of soil, sanction of building plan, installation of 440 electric meter, sewerage connection, water connection at the cost of the Developer and the Land Owners herein will give their consent by signing the required papers and documents for is effectively.
- 13.11. That immediately after the sanctioning of the said building plan for said proposed building and handing over of peaceful vacant and khas possession of the said land by the Land Owners to the Developer.

13.12 That before execution of this agreement, if the Land Owners herein above entered into any Agreement for Sale and /or Development Agreement with any intending Purchasers/ Developer respectively, it will solely be the responsibility and obligation for the Land Owners herein to execute proper Revocation Agreement with the said parties at their own costs and expenses.

13.13 That in the event of death of any of the land owners above named during the continuance of the constructional work of the newly constructed building, his surviving legal heirs, successors, will inherited the respective share of the property as per the owner's allocation laid down in the Agreement and they/he/she will bound to execute Supplementary Development Agreement and Development Power of Attorney in favour of the Developer for uninterrupted progress of the construction work under the same terms and conditions as mentioned / embodied in the present Development Agreement.

13.15 That after the execution of this Agreement if at a particular stage that any Land Owners herein wants to back out or cancel this agreement or does any act or proceeding which will be detrimental for the smooth running of said project, the Developer under such circumstances will be truly responsible to claim and get back the refund of entire damages, demurrage and/ or compensation till the proceeding. Hence the Owners herein will be liable to pay such amount Together with interest at the rate of 18% per annum being the liquidated damage for the same.

13.15. That on or before the date of signing of this Agreement the Owners herein would keep all original papers and/or documents in respect of their title of the aforesaid property under the custody of Developer or his nominated Advocate/solicitor on valid receipt.

#### Article -XIV ( Developer's Obligation)

14.1 the Developer doth hereby agrees and covenants with the Owners to complete the construction of the said building within 24 (twenty four) months from the date of sanction of the proposed building plan and after acquiring the peaceful vacant and khas possession of the said premises subject to the provision of Force Mejeure herein below written.

14.2 The Developer shall have no right to transfer and/or no right to assign the benefits of this Agreement or any portion thereof without the consent of the owners in writing.

14.3. The Developer doth hereby agrees and covenants with the Owners not to violets or contravenes any of the provisions of rules applicable for construction of the building.

14.4. The Developer hereby agrees and covenants with the Owners not to do any act deeds or things whereby the Owners are prevented from enjoying selling, assigning and or disposing of any of the Owners allocation in the building at the said premises.

14.5. The Developer doth hereby agree not to part with possession of the Developer Allocation or any portion unless possession of the Owner ailocation is delivered to the Owners at First. 14.6 The Developer doth hereby agree to pay rent to the Land Owners unless and until possession of the Owner's allocation is delivered.

14.6. That for any defective construction and bad workmanship, the owners shall not held responsible.

#### Article-XV (Owners Indemnity)

15.1. The Land Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Land Owners Provided the Developer performs and fulfil all the terms and conditions herein contained and/or in its parts to be observed and performed.

#### Article -XVI (Developer 's Indemnity)

16.1. The Developer hereby undertake to keep the Land Owners indemnified against all third claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the said building.

#### Article -XVII (Miscellaneous)

17.1. The Land Owners and the Developer have entered into agreement purely as a contract on the basis of Joint Venture Agreement and under any circumstances this shall not be treated as partnership and/or association of persons in between the Owners and Developer.

17.2 Any notice required to be given by the Developer shall without prejudice to any other made of service available be deemed to have served on the owners if delivered by hand been served on the Owners and duly acknowledge or set by prepaid registered post with Acknowledgement due and shall likewise be deemed to have been served on the Developer by the Owners if delivered by hands or sent by prepaid registered post to the registered office of the Developer.

17.4. The Developer and the owners shall mutually frame scheme for the management and administration of the said proposed building and/or common parts thereof. The owners hereby agrees to abide by the all rules and regulation to be framed by any society/association/holding/organisation and/or any other organisation who will be in charge of such management of the affirms of the build and/or common parts thereof and hereby give their consent to by such rules and regulation it is made clear the Owners of the respective flat shall maintain the said building after the same being handed over to the prospective buyers by the Developer.

17.5 As and form the date of completion of the building the Developer and or its transferees and the Owners and/or their transferee shall each be liable to pay and bear proportionate charges on account of rent and wealth taxes and other taxes payable in respect of their respective spaces and pay their proportionate maintenance charges of their respective spaces.

17.6 The G+4 storied building consisting of Block 1 & 2 proposed to be constructed by the Developer shall be made in accordance with the specification more fully and particularly mentioned and described in the THIRD SCHEDULE herein under written.

#### Article -XVIII (Force Majeure)

18.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objection presented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

Force Majeure: Any fallure or omission by either party to perform its obligation shall not be deemed to be a breach of the Agreement, if the same is caused by reason of circumstances constituting Force Majeure which shall include but nor be limited to acts of gods, acts of any Government or any agency thereof, fire war, civil commotion, strikes, lockouts, embargoed, disasters or any other caused beyond the control of the party affected.

18.2. Force Majeure shall mean flood, earth quake, riot, storms, tempest, civil commotion, strike, epidemic, pandemic and/or other act or commission beyond the control of the parties hereto.

#### Article- XIX (Penal Clause)

19.1 it is also made clear that in that event the Developer is prevented from proceeding with the construction work during continuation of such construction if prevented from staring the construction by any act on the part of the Owners and/or agents or any person claiming any right under the Land Owners, in that event Developer has right to rescind the agreement and refund back the all sums together with interest of 18% per annum and also entitled to claim loss, damages that Developer may suffer.

19.3. Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of as per the Agreement shall be adjudicated by reference to arbitration of two independent arbitrators one appointed by each parties as per the provision of the Arbitration and Reconciliation Act 1996 and Arbitration and Reconciliation Act, 2019 ( Act XIV of 1940) at its statutory modifications and /re enactments thereof in force time to time.

#### Article - XX (Jurisdiction)

20.1. The Court of Barasat and High Court at Calcutta shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

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#### THE FIRST SCHEDULE ABOVE REFERRED TO

#### (Part-1) (Entire Land)

All That Piece and Parcel of undivided land measuring about 7 (Seven) Cottah 4(four) Chittack be little more or less which is lying and situated at Mouza- Rahara, J.L.no.-3, Touzi no.184-190, Re.Sa. no. 61 corresponding R.S. Khatian no.4783, L. R. Khatian no. 6134 & 1665 and R.S. dag no.1154 & 1155, L. R. Dag no. 3046 & 3048, ward no 12, Holding no 162, Road:- Nandankanan, Rahara within the municipal jurisdiction of Khardah Municipality, under P. S. - Khardah, District North 24 Parganas, D. S. R. at Barasat and A. D. S. R. at Sodepur which is butted and bounded as follows:-

ON THE NORTH

: 9 ft wide Municipal Road

ON THE SOUTH

: House of Rajendra Brajabasi;

ON THE EAST

: Land of Sumangal Enterprise;

ON THE WEST

: House of Malay Saha .

#### (Part-II) (Land of Owners)

All That Piece and Parcel of undivided land measuring about 3 (three) Cottah out of 7 (Seven) Cottah 4(four) Chittack, be little more or less which is lying and situated at Mouza-Rahara, J.L.no.-3, Touzi no.184-190, Re. Sa. no. 61 corresponding R.S. Khatian no. 4783, L. R. Khatian no. 6134 and L. R. Dag no. 3046, ward no 12, Holding no 162, Road:- Nandankanan, Rahara within the municipal jurisdiction of Khardah Municipality, under P. S. - Khardah, District North 24 Parganas, D. S. R. at Barasat and A. D. S. R. at Sodepur.

#### THE SECOND SECHEDULE ABOVE REFERRED TO Part -I (OWNER'S ALLOCATION)

That the land Land Owners herein will get and enjoy entire top floor measuring 141 (one hundred and forty one) sq. mtr., be little more or less of the Block-2 (back side of the project area) of the newly constructed multi storied two block, be little same more or less, in case of Sanction of multi storied Building plan by the competent authority upon the entire constructed area in the said proposed building on super built up area basis to be constructed by the Developer according to the sanctioned plan which is already obtained a from the competent authority of the Khardah Municipality, consisting of several flats, car parking, shop rooms, etc. if any deviation with the sanction plan then all responsibility, liabilities of such fine/penalties to be imposed by the competent authority shall be borne by the Developer.

The Land Owners also will be entitled to have the consideration as Owners Allocation in following manner:-

- a. Rs 1,00,000/- (Rupees one lakh only) already paid to the Land owner namely Anup Kumar Saha, since deceased.
- b. Rs. 50,000/- (Rupee fifty thousand only) will be paid to the Land owners herein after 8 months of these presents.
- c. Rs. 50,000/- (Rupee fifty thousand only) will be paid to the Land owners herein after 16 months of these presents.

Banken.

#### PART-II (DEVELOPERS' ALLOCATION)

That Developers' Allocation shall mean and include remaining entire floors of the newly constructed multi-storied building (two blocks), be little same or more or less of the newly constructed building, sanction plan of the entire constructed building area to be constructed by the Developer in the said proposed building several flats, car parking, shop rooms, etc. TOGETHERWITH proportionate common passage on the Ground floor of the proposed building.

#### THIRD SCHEDULE ABOVE REFRRED TO

#### (specification)

SALIANT FEATURE:- RCC foundation and framed structure for G+3 storied.

FLOOR: - standard quality Tile.

WALLS:- 8" thick outside brick wall, 4" / 3"thick partition wall & 4"/5" thick common wall including plaster of paris over cement plaster

WINDOW:- Aluminum sliding window with MS grill with 3.5mm glass

DOORS:- Door frame made of sal wood, shutter made of phenol bonded flush

door With proper fittings, bathroom door will be made of P V C.

**ELECTRICAL WIRING:-** Conceal wiring up to switch board only having adequate number of points without any electrical fittings will be provided as follows.

BED ROOM :- light point 2 nos. fan point 1 no. and plug point 1 no.

Master bed room will be provided by one AC Point.

LIVING/DINING: - light point 3 nos. fan point 2 no. plug point 3 no. fridge

point 1 no .TV Point1 no

KITCHEN:- light point 1 no. plug point 2 nos. exhaust fan point 1 no.

<u>TOILET</u>:- each toilet having light point 1 no. exhaust fan point 1 no. and with all sanitary fittings including commode with cistern, seat cover, stop cock, bib cock ( geyser point will be provided only at common Toilet)

BALCONY:- light point 1 no. Plug Point 1 no. with M.S. Railing

ENTRANCE: door bell point 1 no.

WATER SUPPLY:- A underground water reservoir fitted with self priming submersible pump of adequate capacity for all flat owners and an overhead tank for The purpose of water supply will be arrange by the Developer but the maintenance shall be paid by the all Owners of the flat

Any work other than above would be regard as extra work, for which separate payment is required to be paid to the developer/promoter before execution.

#### FOURTH SCHEDULE ABOVE REFRRED TO

COMMON FACILITIES AND AMENITIES: shall include corridors, stairways, passageways, drain ways, lift, lift machine, lift cage, submersible water pump, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump and plumbing line, roof, paths and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building.



그리 아이는 전에 이 마이에게 아름답을 하는데 되었다면 나를 되었다. 그들을 하게 되었다면 하는 이번 아이를 하다.	the days month and year first above written.  If the violes indemine out of the conference has been failed.  1. (2) 1 7 3 San a.
WITNESSESS:-	0 1 200
1. Agandalal Das.	2. Anatapa Duars
525B, Raleinda Sarani	3. Animolita Saha.
Ceal - 3.	4. Anita Sarkar.
	(SIGNATURE OF THE LAND OWNERS/ VENDORS) FOR SUMANGAL ENTERPRISE  Linchay t Brattachaypa.  Partner
2. Maddab Acharjer 8/0-Stri Tonak Acharjer Endepur, Natrogonh Kol-feo 113	SIGN OF INDRAJIT BHATTACHARYYA FOR SUMANGAL ENTERPRISE Sultapa Sarkor Partner
	For SUMANGAL ENTERPRISE
90.	light from literature
*	SIGN OF RANJIT KUMAR MAJUMDER FOR SUMANGAL ENTERPRISE
	Aloy Kumer Sings
	Partner
Drafted by me:-	FOI SIGNARY ALGENERAL SENGH
Mounité Pan	Johnst 9m
Advocali	Partner
Sealdah court	SIGN OF SPLABHUIT DAS
Ensell . no WB (2093)	2010 fiber Krishne Day
	SIGN OF SRI JIBAN KRISHNA DESTINET
	(SIGNATURE OF THE DEVELOPER)

SI. lo.	Signature of the executants and/or Presentants			95		
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0.	Signature of the executants and/or Presentants					
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4	Signature of the executants and/or Presentants					
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## Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





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GRN:

BRN:

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GRN Date:

23/07/2024 13:54:32

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Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

25488543

230720242013388153

Successful

Payment Mode:

Bank/Gateway:

Method:

SBI Epay

SBIePay Payment Gateway

23/07/2024 13:56:33 BRN Date:

State Bank of India WIBMO PG DC

Payment Init. Date:

Payment Ref. No:

23/07/2024 13:54:32

2001383564/14/2024

[Query No/\*/Query Year]

### Depositor Details

Depositor's Name:

Mr Ranjit Kumar Majumder

Address:

31 MURALIDHAR PALLY, P.O. SODEPUR

Mobile:

9804590077

EMail:

baburanjit13@gmail.com

Period From (dd/mm/yyyy): Period To (dd/mm/yyyy):

23/07/2024 23/07/2024

Payment Ref ID:

2001383564/14/2024

Dept Ref ID/DRN:

2001383564/14/2024

### **Payment Details**

Paymen	Details		CO VET 103 (2007)	THE PERSON NAMED IN
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
THE REAL PROPERTY.		Property Registration-Stamp duty	0030-02-103-003-02	1
1	2001383564/14/2024	Property Registration- Registration Fees	0030-03-104-001-16	500
2	2001383564/14/2024	Property Registration-Registration 1 005	Total	501

IN WORDS:

FIVE HUNDRED ONE ONLY.



### Government of West Bengal

## Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SODEPUR, District Name :North 24-Parganas Signature / LTI Sheet of Query No/Year 15242001383564/2024

I. Signature of the Person(s) admitting the Execution at Private Posidense

No.	The management of	Category	Photo	Finger Print	Signature with
1	Gita Saha 97/1C Nainan Para Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700038	Principal Gila	s m	7640	Contractions.
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Smt Anutapa Dhar 525B Rabindra Sarani Baghbazar, City:- Not Specified, P.O:- Baghbazar, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700003	Principal			Gate
SI lo.	Name of the Executant	Category	Photo	Finger Print	Signature with date
	Smt Anindita Saha 164 Nandankanan Rahara, City:- Not Specified, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118	Principal	Sales District		- Care

I. Signature of the Person(s) admitting the Execution at Private Residence

No	Name of the Executar	nt Category	Photo	ution at Private Resi Finger Print	Signature with
4	Smt Anita Sarkar 97/10 Nainan Para Baranagar City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700038				date
SI No.	Name of the Executan	Category	Photo	Finger Print	Signature with date
- 1	Shri Indrajit Bhattacharyya 13/2B Old Calcutta Road, Bank Park, Barrackpore, City:- Not Specified, P.O:- Talpukur, P.S:- Barrackpore, District:- North 24-Parganas, West Bengal, India, PIN:- 700123				Guite
o.	Name of the Executant	Category	Photo	Finger Print	Signature with date
i i i i i i i i i i i i i i i i i i i	State of the state	Represent ative of Attorney [Sumangal Enterprise			Gate



I. Signature of the Person(s) admitting the Execution at Private Residence

SI No.	The mind and delight	Category	Photo	Finger Print	Signature with
7	Shri Ranjit Kumar Majumder 31 Muralidhar Pally Sodepur, City:- Not Specified, P.O:- Sodepur, P.S:-Khardaha, District:-North 24- Parganas, West Bengal, India, PIN:- 700110	Attorney [Sumangal			uate
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
8	Shri Ajoy Kumar Singh Arabinda Arena, 2nd Floor, Rahara Bazar, Block/Sector: C, Flat No: 1, City:- Not Specified, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118	Represent ative of Attorney [Sumangal Enterprise			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
	Jaffarpur Panchannatala Pathagar Barrackpore, City:- Not Specified,	Represent ative of Attorney (Sumangal Enterprise			wate



I. Signature of the Person(s) admitting the Execution at Private Residence

'SI No.	The or mine English	tant	Category	Photo		Finger Print	Signature with
10	Shri Jiban Krishna D 76 Muralidhar Pally Sodepur, City:- Not Specified, P.O:- Sodepur, P.S:-Sodep District:-North 24- Parganas, West Bendindia, PIN:- 700110	our,	Represent ative of Attorney [Sumangal Enterprise				
SI No.	Name and Address of identifier		Ident	ifier of	Photo	Finger Prin	Signature with
	Complex, City:- Not Specified, P.O:- Entaly, P.S:-Entaly,	Smt . Sark: Bhatt Sark: Maju Singt	Anindita Sal ar, Shri Indra tacharyya, S ar, Shri Ran mder, Shri A	ihri Sutapa ilt Kumar ujoy Kumar t Das, Shri Jiban	Louis	ili val	1 (outnite Paul



(Dep)anM-aider)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SODEPUR

North 24-Parganas, West Bengal

Asct. Dist. Sub-Registrar Sadepur, North 24 Parganas



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





GRN Details	192024;	250082630078	
GRN: GRN Date:	192024250082530078 18/06/2024 20:20:01	Payment Mode:	SBI Epay
BRN: 488	4883205591332	Bank/Gateway;	SBIePay Payment Gateway
	14478439	BRN Date: Method:	18/06/2024 20:22:21
GRIPS Payment ID:	180620242008253006	P	State Bank of India WIBMO PG CC

Payment Status:

180620242008253006

Successful

Payment Init. Date:

Payment Ref. No:

18/06/2024 20:20:01

2001383564/12/2024

[Query No/\*/Query Year]

# Depositor Details

Depositor's Name:

Mr Ranjit Kumar Majumder

Address:

31 MURALIDHAR PALLY, P.O. SODEPUR

Mobile:

9804590077

EMail:

baburanjit13@gmail.com

Period From (dd/mm/yyyy): Period To (dd/mm/yyyy):

18/06/2024 18/06/2024

Payment Ref ID:

2001383564/12/2024

Dept Ref ID/DRN:

2001383564/12/2024

# Payment Details

N WOR	DS: SIV THOU	SAND NINE DESTRUCTION	Total	6941
		Registration Fees	0030-03-104-001-16	21
2	2001383564/12/2024	Property Registration- Registration Fees	0030-02-103-003-02	W.C. W.W.
1	2001383564/12/2024	Property Registration-Stamp duty		
	The state of the s	Head of A.C. Description	Head of A/C	Amount (₹
SL No.	Payment Ref No	0.00±10±10		

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

# Major Information of the Deed

	1-1524-05444/2024	Date of Registration	23/07/2024	
Deed No:	1524-2001383564/2024	Office where deed is registered		
Query No / Year	The state of the s		istrict: North 24-Parganas	
Query Date	05/06/2024 4:07:11 PM	A.D.S.R. GODE, City		
Applicant Name, Address & Other Details	Moumita Paul Sealdah Court Complex, Thana : Mobile No. : 7980139175, Status	ganas, WEST BENGAL,		
Tourselien		Additional Transaction		
Transaction [0139] Sale, Development Power of Attorney		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/		
S. LE Call Calling		Market Value		
Set Forth value		Rs. 41,03,999/- Registration Fee Paid		
Rs. 100/-				
Stampduty Paid(SD)		Rs. 521/- (Article:E, E, B)		
Rs. 7,021/- (Article:48(g))	The second secon	the employed for incum	the assement slip.(Urba-	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip, area)			

## Land Details:

District: North 24-Parganas, P.S.- Khardaha, Municipality; KHARDAH, Road: Nandan Kanan Road, Mouza: Rahara, , Ward No: 12, Holding No:162 Jl No: 3, Pin Code : 700119

Sch	Plot	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
	Number LR-3046 (RS :- )	LR-6134	Bastu	Bastu	3 Katha	100/- 41,03,999/- Width Road Adjac	Width of Approac Road: 9 Ft., Adjacent to Metal Road,	
	Grand	Total:	-	-	4.95Dec	100 /-	41,03,999 /-	

SI No	Name, Address, Photo, Finger print and Signature
1	Gita Saha (Presentant ) Wile of Late Anup Kumar Saha 97/1C Nainan Para Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Wile of Late Anup Kumar Saha 97/1C Nainan Para Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Baranagar, P.S:- Baranagar, P.S:- Baranagar, P.S:- Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, P.S:- Baranagar, P.S:- Baranagar, P.S:- Baranagar, City:- Not Specified, P.O:- Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, City:- Not Specified, P.O:- Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, City:- Not Specified, P.O:- Baranagar, City:- Not Specified, P.O:- Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, City:- Not Specified, P.O:- Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, City:- Not Specified, P.O:- Baranagar, City:- Not

Signature Finger Print Photo Name Smt Anutapa Dhar Wife of Mr Anandalal Dhar Executed by: Self, Date of Execution: 19/06/2024 Admitted by: Self, Date of Admission: 21/06/2024 ,Place : Office 21/06/2024 25/06/2024 5Z5B Rabindra Sarani Beghbazar, City:- Not Specified, P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: asxxxxxxx9j, Aadhaar No: 92xxxxxxxxx3292, Status :Individual, Executed by: Self, Date of Execution: 19/06/2024 , Admitted by: Self, Date of Admission: 21/06/2024 ,Place; Office Signature Finger Print Photo Name 3 Smt Anindita Saha Daughter of Late Anup Kumar Saha Animalita Soha Executed by: Self, Date of Execution: 19/06/2024 , Admitted by: Self, Date of Admission: 21/06/2024 ,Place : Office 21105/2824 21/05/2024 164 Nandankanan Rahara, City:- Not Specified, P.O:- Rahara, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: crxxxxxx6r, Aadhaar No: 32xxxxxxxx9354, Status : Individual, Executed by: Self, Date of Execution: 19/06/2024 , Admitted by: Self, Date of Admission: 21/06/2024 ,Place: Office Signature Finger Print Photo Name 4 Smt Anita Sarkar Wife of Alok Sarkar Executed by: Self, Date of Execution: 19/06/2024 Admitted by: Self, Date of Admission: 21/06/2024 ,Place Office 21/1E/2024 21/06/2024 97/1C Nainan Para Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: ccxxxxxx4m, Aadhaar No: 30xxxxxxxx1617, Status :Individual, Executed by: Self, Date of Execution: 19/06/2024

#### Attorney Details :

ALL	offiey Details .
SI No	Name, Address, Photo, Finger print and Signature
12	Sumangal Enterprise  Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O:- Nonachandanpukur, P.S:-Titagarh, District:-North 24- Parganas, West Bengal, India, PIN:- 700122 Date of Incorporation:XX-XX-2XX8, PAN No.:: adxxxxxx3j,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

, Admitted by: Self, Date of Admission: 21/06/2024 ,Place: Office

## Representative Details:

ı	Name	Photo	Finger Print	Signature
CONTRACTOR SERVICE AND SERVICE	Shri Indrajit Bhattacharyya Son of Late Debendranath Bhattacharyya Date of Execution – 19/06/2024, Admitted by: Self, Date of Admission: 21/06/2024, Place of Admission of Execution: Office		Captured	hange the soul angle.
		July 21 2024 12:19PM	11.007004	2100/2124

13/2B Old Calcutta Road, Bank Park, Barrackpore, City:- Not Specified, P.O:- Talpukur, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN:- 700123, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5, PAN No.:: ajxxxxxx9q, Aadhaar No: 60xxxxxxxx1909 Status: Representative, Representative of: Sumangal Enterprise (as PARTNER)

2	Name	Photo	Finger Print	Signature
	Shri Sutapa Sarkar Wife of Naresh Sarkar Date of Execution - 19/06/2024, Admitted by: Self, Date of Admission: 21/06/2024, Place of Admission of Execution: Office	A	Gaptured	3 tagen Santan
-1		Jun 21 2004 12:20MA	1.71 21/06/2024	21/98/2024

Nadankanan South Rahara Khardah, City:- Not Specified, P.O:- Rahara, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700119, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No.:: ajxxxxxxx5e, Aadhaar No: 58xxxxxxxxx5126 Status: Representative, Representative of: Sumangal Enterprise (as PARTNER)

3 Name	Photo	Finger Print	Signature
Shri Ranjit Kumar Majumder Son of Late Nepal Chandra Majumder Date of Execution - 19/06/2024, Admitted by: Self, Date of Admission: 21/06/2024, Place of Admission of Execution: Office		Captured	Rot la Stagantia
	Jun 21 2024 12:21PM	L11 21/06/0024	21/06/2824

31 Muralidhar Pally Sodepur, City:- Not Specified, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5, PAN No.:: aexxxxxx9b, Aadhaar No: 51xxxxxxxx3953 Status: Representative, Representative of: Surrangal Enterprise (as PARTNER)

4	Name	Photo	Finger Print	Signature	1
	Shri Ajoy Kumar Singh Son of Late Balak Singh Date of Execution - 19/06/2024, Admitted by: 5elf, Date of Admission: 21/06/2024, Place of Admission of Execution: Office		Captured	free even som	
		Jun 21 2024 12:21PBI	21/00/2024	2100/2024	

Arabinda Arena, 2nd Floor, Rahara Bazar, Block/Sector: C, Flat No: 1, City:- Not Specified, P.O:-Rahara, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No.:: ajxxxxxx6h, Aadhaar No: 39xxxxxxxx9360 Status: Representative, Representative of: Sumangal Enterprise (as PARTNER)

- 5	Name	Photo	Finger Print	Signature	
	Shri Abhijit Das Son of Late Sarajit Das Date of Execution - 19/06/2024, Admitted by: Self, Date of Admission: 21/06/2024, Place of Admission of Execution: Office	6	Captured	-etowa	
		Jun 21 5654 15:21PM	L71 21/09/2024	2100,0024	-

Jaffarpur Panchannatala Pathagar Barrackpore, City:- Not Specified, P.O:- Nonachandanpukur, P.S:- Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1, PAN No.:: afxxxxxxx4q, Aadhaar No: 36xxxxxxxxxx9386 Status: Representative, Representative of: Sumangal Enterprise (as PARTNER)

6	Name	Photo	Finger Print	Signature
	Shri Jiban Krishna Dey Son of Late Kanai Lal Dey Date of Execution - 19/06/2024, Admitted by: Self, Date of Admission: 21/06/2024, Place of Admission of Execution: Office		Captured	& greater any
		Jun 21 2624 12:22 PM	131	2109/0024

76 Muralidhar Pally Sodepur, City:- Not Specified, P.O:- Sodepur, P.S:-Sodepur, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0, PAN No.:: aexxxxxx1r, Aadhaar No: 29xxxxxxxx7076 Status: Representative, Representative of: Sumangal Enterprise (as PARTNER)

### Identifier Details:

Name	Photo	Finger Print	Signature
MOUMITA PAUL Wife of Mr Kausik Das Sealdah Court Complex, City:- Not Specified, P.O:- Entaly, P.S:-Entaly, District: South 24-Parganas, West Bengal, India, PIN:- 700014	60	Captured	Mount spane
	21/06/2024	21/06/2024	21/06/2024

Identifier Of, Gita Saha, Smt Anutapa Dhar, Smt Anindita Saha, Smt Anita Sarkar, Shri Indrajit Bhattacharyya, Shri Sutapa Sarkar, Shri Ranjit Kumar Majumder, Shri Ajoy Kumar Singh, Shri Abhijit Das, Shri Jiban Krishna Dey

# Land Details as per Land Record

District: North 24-Perganas, P.S.- Khardaha, Municipality: KHARDAH, Road: Nandan Kanan Road, Mouza: Rahara, , Ward No: 12, Holding No:162 Ji No: 3, Pin Code : 700119

Sch Plot & Khatian No Number		Details Of Land	Owner name in English as selected by Applicant
1.1	LR Plot No:- 3046, LR Khatian No:- 6134	Owner: age gate ver, Gurdian: street, Address: See , Classification: eg. Area: 0.05000000 Acre.	Gita Saha

Endorsement For Dood Number: I - 152405444 / 2024

## On 18-06-2024

## 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 41 03 99%

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Debjani Halder ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR

North 24-Parganas, West Bengal

#### On 19-06-2024

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

Presented for registration at 17:55 hrs on 19-06-2024, at the Private residence by Gita Saha , one of the Executants.

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

Execution is admitted on 19/06/2024 by Gita Saha, Wife of Late Anup Kumar Saha, 97/1C Nalnan Para Baranagar, P.O. Baranagar, Thans: Baranagar, North 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife

Indetified by MOUMITA PAUL, , , Wife of Mr Kausik Das, Sealdah Court Complex, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India. PIN - 700014, by caste Hindu, by profession Advocate

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Debjani Halder ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR

North 24-Parganas, West Bengal

#### On 21-06-2024

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

Execution is admitted on 21/08/2024 by 1. Smt Anutapa Dhar, Wife of Mr Anandalal Dhar, 525B Rabindra Sarani Baghbazar, P.O: Baghbazar, Thana: Shyampukur, , Kolketa, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession House wife, 2. Smt Anincita Saha, Daughter of Late Anup Kumar Saha, 164 Nandankanan Rahara, P.O: Rahara, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession House wife, 3. Smt Anita Sarkar, Wife of Alok Sarkar, 97/1C Nainan Para Baranagar, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife Indetfied by MOUMITA PAUL, , , Wife of Mr Kausik Das, Sealdah Court Complex, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-06-2024 by Shri Abhijit Das, PARTNER, Sumangal Enterprise (Partnership Firm), Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O:- Nonachandanpukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122

Indefined by MOUMITA PAUL, . . Wife of Mr Kausik Das, Sealdah Court Complex, P.O. Entaly, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2024 by Shri Jiban Krishna Dey, PARTNER, Sumangal Enterprise (Partnership Firm), Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O.- Nonachandanpukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122

Indeblied by MOUMITA PAUL, . . Wife of Mr Kausik Das, Sealdah Court Complex, P.O: Entaly, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2024 by Shri Indrajit Bhattacharyya, PARTNER, Sumangal Enterprise (Partnership Firm), Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O:- Nonachandanpukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122

Indetified by MOUMITA PAUL, , , Wife of Mr Kausik Das, Sealdah Court Complex, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014. by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2024 by Shri Sutapa Sarkar, PARTNER, Sumangal Enterprise (Partnership Firm), Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O:- Nonachandanpukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122

Indetified by MOUMITA PAUL, , , Wife of Mr Kausik Das, Sealdah Court Complex, P.O: Entally, Thana: Entally, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2024 by Shri Ranjit Kumar Majumder, PARTNER, Sumangal Enterprise (Partnership Firm), Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O:- Nonachandanpukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122

Indetified by MOUMITA PAUL. . . , Wife of Mr Kausik Das, Sealdah Court Complex, P.O. Entaly, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 21-06-2024 by Shri Ajoy Kumar Singh. PARTNER, Sumangal Enterprise (Partnership Firm), Jaffarpur Panchantala Pathaghar, City:- Not Specified, P.O:- Nonachandanpukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700122

Indetified by MOUMITA PAUL, ..., Wife of Mr Kausik Das, Sealdah Court Complex, P.O: Entaly, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 521.00/- ( B = Rs 500.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/06/2024 8:22PM with Govt. Ref. No. 192024250082530078 on 18-06-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 4883205591332 on 18-06-2024, Head of Account 0030-03-104-001-16

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100,00/-, by online = Rs 6,920/- Description of Stamp

Stamp: Type: Impressed, Serial no 673, Amount: Rs.100.00/-, Date of Purchase: 05/06/2024, Vendor name: S. Mondal.

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/06/2024 8;22PM with Govt. Ref. No: 192024250082530078 on 18-06-2024, Amount Rs: 6,920/-, Bank: SBI EPay ( SBIePay), Ref. No. 4883205591332 on 18-06-2024, Head of Account 0030-02-103-003-02

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Debjani Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

### On 23-07-2024

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

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

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 521.00/- ( B = Rs 500.00/- ,E = Rs 21.00/- ) and Registration Fees peid by Cash Rs 0.00/-, by online = Rs 500/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/07/2024 1:56PM with Govt. Ref. No: 192024250133881548 on 23-07-2024, Amount Rs: 500/-, Bank: SBI EPay ( SBIePay), Ref. No. 8473148922739 on 23-07-2024, Head of Account 0030-03-104-001-16

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by by online = Rs 1/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/07/2024 1:56PM with Govt. Ref. No: 192024250133881548 on 23-07-2024, Amount Rs: 1/-, Bank: SBI
EPay ( SBIePay), Ref. No. 8473148922739 on 23-07-2024, Head of Account 0030-02-103-003-02

BEndely \_\_\_\_

Debjani Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal



even पश्चिम बंगाल WEST BENGAL

97AB 801595

In the Court of Ld. Judical Magistrate, 1st Class, Barrackpore, 24 Pgs.(N).

# AFFIDAVIT

l, Anutapa Dhar, W/o. Anandalai Dhar, ayed about 48 years, D; Talth- Hindu, by occupation- Housewife, residing at Nandan Kanan, P.O. & F.S. Hahara, Dist. North 24 Farganas, Kolkata- 700118, do hereby solemnly afrirm and declare as tollows:-

Inat Anup Kumar Sana S/o. Late Hari Madnab Sana was my father who was died intestate on 04/02/2024 and after demise of him, he left behind the following persons as his sole legal heirs as under:-

31.N	o. Name	nelationship with the deceased.
1)	Gita Saha	Wife
2)	Anita Sarkar	Daughter (married)
3)	Anutapa Dnar	Daughter (self) -do-
4)	Anindita Saha	Daughter -do-

Save & except the above named persons there is no other persons as the legal heirs of the said deceased.

Inat I am swearing this affidavitis to produce the same before the competent authority concern to record the same and prove the legal neirs of the said deceased, where it is required.

Inat the statements hade above are true to the best of my knowledge andbelief.

Solemnly affirmed before me by the declarant who is identified by A. Seth, advocate, 0019 | 06 | 2024

Judicial Magistrate, 1st Class, barrackpore, North 24 Pgs.

Jodicias Angistrala and Court Berrackpure. scorth 24 Pargenas

Anutapa Shan

Declarant,

Identified by me; Arin James &L

Erroll ND. WB-645/07



#### GOVERNMENT OF WEST BENGAL DEPARTMENT OF HEALTH AND FAMILY WELFARE



### COLLEGE OF MEDICINE & SAGAR DUTTA HOSPITAL

#### DEATH CERTIFICATE

(ISSUED UNDER SECTION 12/17 OF THE REGISTRATION OF BIRTHS & DEATHS ACT, 1969 AND RULE 8/13 OF THE WEST BENGAL REGISTRATION OF BIRTHS & DEATHS RULES 2000.)

THIS IS TO CERTIFY THAT THE FOLLOWING INFORMATION HAS BEEN TAKEN FROM THE ORIGINAL RECORD OF DEATH WHICH IS THE REGISTER FOR COLLEGE OF MEDICINE & SAGAR DUTTA HOSPITAL OF BLOCK/MUNICIPALITY MUNICIPALITY KAMARHATI OF DISTRICT NORTH 24 PARGANAS OF STATE WEST BENGAL, INDIA.

NAME OF DECEASED:

ANUP KUMAR SAHA

SEX:

MALE

DATE OF DEATH:

04/02/2024

PLACE OF DEATH:

COLLEGE OF MEDICINE & SAGAR

DUTTA HOSPITAL, MUNICIPALITY

KAMARHATI, NORTH 24 PARGANAS, WEST BENGAL

AGE OF DECEASED:

77 YEARS

NAME OF SPOUSE :

GITA SAHA

SPOUSE IDENTITY PROOF. :

AADHAAR- XXXXXXXXX8135

NAME OF MOTHER:

MONAKKA SUNDARI SAHA

NAME OF FATHER:

HARI MADHAB SAHA

MOTHER'S IDENTITY PROOF: NOT AVAILABLE, IDENTITY

FATHER'S IDENTITY PROOF NOT AVAILABLE, IDENTITY

CERTIFIED BY REGISTRAR/SUB-

REGISTRAR-00000000000

CERTIFIED BY REGISTRAR/SUB-REGISTRAR-00000000000

ADDRESS OF THE DECEASED HOUSENO:- 164.STREET/LANE:- NANDAN KANAN, LOCALITY:-RAHARA, KHARDAH, VILLAGE/TOWN:-

AT THE TIME OF DEATH:

KHARDAH, MUNICIPALITY KHARDAH, DIST: - NORTH 24 PARGANAS, WEST BENGAL-700118

PERMANENT ADDRESS OF

DECEASED:

HOUSENO:-164;STREET/LANE:-NANDAN KANAN, LOCALITY:-RAHARA, KHARDAH, VILLAGE/TOWN:-

KHARDAH, MUNICIPALITY KHARDAH, DIST:- NORTH 24 PARGANAS, WEST BENGAL-700118.

CERTIFICATE NO :

D/2024/0204017

DATE OF REGISTRATION:

02/04/2024

REMARKS (IF ANY):

DATE OF ISSUE:

02/04/2024

ISSUING AUTHORITY:

UPDATED ON

2024-02-05 21:40:30



Signature Not Verified Digitally Signed. Name: KRISHNAPRAMANIK Date: 02-Apr-2024 12:08:23

REGISTRAR (BIRTH & DEATH) COLLEGE OF MEDICINE & SAGAR DUTTA HOSPITAL

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1524-2024, Page from 155223 to 155274
being No 152405444 for the year 2024.



Molely

Digitally signed by DEBJANI HALDER Date: 2024.07.23 15:25:59 +05:30 Reason: Digital Signing of Deed.

(Debjani Halder) 23/07/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.