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SENGAL

Allegare, South 24 Pargana

\$ 467817

<u>DEVELOPMENT AGREEMENT</u> <u>BETWEEN</u> THE LAND OWNERS AND DEVELOPER

THIS AGREEMENT FOR DEVELOPMENT is made on this 19th day of February, 2020 (Two Thousand Twenty) BETWEEN

10723

Name:

Address:

Vendor: Alipur Collectorate. 24 Pgs. (3)

SUBHANKAR DAS

STAMP VENDOR

Etipur Police Court, Kol-27

Advocate
Alipur Judge's Court
Kolkata - 27

10723 = 10001



District Sob-Registrar-V Allpore, South 24 Parganas

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Amp kr. Gamel Acipose Judges court Kol- 27. (1) SRI MRINAL KANTI DEB, Pan No. AFYPD5595E, Aadhaar No. 7474 7479 5802, son of Late Arun Kumar Deb, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at 86, Chandi Ghosh Road, Post Office and Police Station: Regent Park, Kolkata: 700040, District: 24-Parganas (South), West Bengal, (2) SMT. RUPA BASU Pan No. AKYPB2259A, Aadhaar No. 2680 4743 7564, wife of Pabitra Basu, daughter of Late Arun Kumar Deb, by faith: Hindu, by Nationality: Indian, by occupation: Housewife, residing at Joy Apartment, Flat No.301, 69A, N.S.C. Bose Road, Post Office and Police Station: Regent Park, Kolkata: 700040, District: 24-Parganas (South), West Bengal, (3) SMT. MUKTA MAZUMDAR. No.BENPM3892Q, Aadhaar No. 2658 9749 1773, wife of Sudipto Mazumdar daughter of Late Arun Kumar Deb, by faith: Hindu, by Nationality: Indian, by occupation: Housewife, residing at 116A, Avenue South, Post Office: Santoshpur, Police Station: Mukundapur, Kolkata: 700075, District: 24-Parganas (South), West Bengal, hereinafter referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART;

AND

MAA DURGA CONSTRUCTION a proprietorship firm, having its office at 1228/1, Mahatma Gandhi Road, Post Office: Haridevpur, Police Station: formerly Thakurpukur at present Haridevpur, Kolkata: 700082, District: 24-Parganas (South), represented by its Proprietor



District Sub-Registrar-V Alipore, South 24 Parganas

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SRI IMAN MUKHERJEE, Pan No. CHGPM7455L, Aadhaar No. 6377 7254 8308, son of Late Pankaj Mukherjee, by religion: Hindu, by occupation: Business, residing at 1228/1, Mahatma Gandhi Road, Post Office: Haridevpur, Police Station: formerly Thakurpukur at present Haridevpur, Kolkata: 700082, District: 24-Parganas (South), hereinafter referred to as the <u>BUILDER / DEVELOPER</u> (which expression shall unless repugnant to the context or meaning shall include its successors in-office and assigns) of the <u>OTHER PART</u>;

WHEREAS one Sri Sudhir Kumar Basn was the occupier of ALL THAT piece and parcel land measuring 1 (one) cottah 11 (eleven) chittaks 15(fifteen) square feet more or less together with partly three storied pucca building, within the limits of the Kolkata Municipal Corporation under ward No.97, formerly Premises No. 62 Chandi Ghosh Read at present premises No. 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040 and thereafter Sri Mahendra Nath Kundu and Harendra Nath Kundu filed a Title Suit No. 14 of 1951 in the Court of Ld. 2nd Sub Judge at Alipore against the Sri Sudhir Kumar Basu in respect of the first schedule property and said Sri Mahendra Nath Kundu and Harendra Nath Kundu jointly got decree of the said suit and filed a Jari /title execution case No.51 of 1955 and by virtue of the said execution case the said property auction sale performed on 15th February, 1956 and one Mihir Lal Chowdhury purchased the first schedule property on auction sale and took possession with the help of



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District Sub-Registrar-V Allipore, South 24 Parganas

19 FEB 2020

the said Court and seized and possessed as a absolute owners of the said first schedule property.

AND WHEREAS while said Sri Mihirlal Chowdhury, son of late Moni Lal Chowdhury, of 86, Chandi Ghosh Road, Police Station: Regent Park, Kolkata-700040, District: South 24 Parganas, seized and possessed ALL THAT piece and parcel land measuring 1 (one) cottah 11 (eleven) chittaks 15(fifteen) square feet more or less together with partly three storied pucca building, within the limits of the Kolkata Municipal Corporation under ward No.97, Premises No. formerly 62 Chandi Ghosh Road at present 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, as absolute owners herein after to referred as the "said property" and he sold conveyed the said property unto and in favour SMT. GITA DEB, wife of Arun Kumar Deb, by way of Deed of Kobala, which was executed and registered on 13.08.1979 in the office of the Sub-Registrar of Alipore, recorded in Book No. 1, Volume No. 70, pages from 269 to 274, being No.3626 for the year 1979.

AND WHEREAS after purchase Smt. Gita Deb seized and possessed the said property as absolute owners and mutated her name in the office of the Kolkata Municipal Corporation in ward No.97 as premises No.86, Chandi Ghosh Road, in respect of land measuring 1 (one) cottah 11 (cleven) chittaks 15(fifteen) square feet more or less together with old building, within the limits of the Kolkata Municipal Corporation under ward No.97, being Premises No. 86, Chandi Ghosh



District Sub-Registrer-V Alipore, South 24 Parganas Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, in the District of 24 Parganas (South).

AND WHEREAS said Gita Deb did express her desire to develop the First schedule land for new construction thereon building to be used for residential purpose and came in contact with the Builder/Developer, who is also agreed to develop the first Schedule land and structure for construction thereon a building after demolition of the existing dilapidated storied building and after several discussions both the parties entered into this agreement under the terms and conditions mentioned herein below.

AND WHEREAS while said Smt. Gita Deb seized and possessed she entered into a Development agreement with the Developer herein, which was executed and registered on 22/11/2019 in the office of the District Sub Registrar-I of Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1601-2019, pages from 171003 to 171043, being No.160103453 for the year 2019 and Smt. Gita Deb also executed and registered development power of attorney in favour of the Developer, which was executed and registered on 22/11/2019 in the office of the District Sub Registrar-I of Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1601-2019, pages from 171138 to 171159, being No.160103457 for the year 2019.

AND WHEREAS during the force of the said development





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agreement and power of attorney the said Smt. Gita Deb died intestate on 16/01/2020 leaving behind her one son Sri Mrinal Kanti Deb and two married daughter namely Smt. Rupa Basu and Smt. Mukta Mazumdar al the owners herein, as her heirs, successors and legal representatives to inherited the property of their mother Smt. Gita Deb and now the legal heirs of Smt. Gita Deb are the absolute owners of the First Schedule property and they jointly intended to execute and register these presents in favour of the Developer.

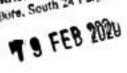
<u>AND WHEREAS</u> before execution of this Agreement the developer searched the deeds and documents of the property and also the Owners have represented and assured the Developer as follows:

- A. That, the first schedule property is free from all encumbrances, charges, liens, attachments, lispendences whatsoever or howsoever and that the same is fully occupied by the Owners in respect of the property mentioned in the <u>FIRST SCHEDULE</u>.
- B. That, excepting the present Owners no one else have any right title interest, claim, demand whatsoever or howsoever into or upon the first schedule property.
- C. That, there is no notice of acquisition or requisition received or pending in respect of the said <u>FIRST SCHDULE</u> below property or any portion thereof.
- D. That, the Owners have declared to the Developer that they have good and marketable title in respect of the said property situated thereon





District Sub-Registrar-V Alignote, South 24 Parganns



without any claim, right title interest from any person thereof or therein and the Owners have absolute right to enter into this Agreement with the Developer.

E. Relying on the aforesaid representations and believing the same to be true and after rigorous searching with every authority concerned the Developer being desirous to develop the aforesaid property on the terms and conditions as contained hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS UNDER :ARTICLE-I

DEFINITIONS:

- 1. PRIMISES: shall mean ALL THAT piece and parcel land measuring 1 (one) cottah 11 (eleven) chittaks 15(fifteen) square feet more or less together with two storied old building with full tenants, within the limits of the Kolkata Municipal Corporation under ward No.97, Premises No. 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registrar and District Sub-Registrar office at Alipore, Kolkata-700040, in the District of 24 Parganas (South), more fully and particularly described in the First Schedule hereunder written.
- <u>BUILDING</u>, shall be a multistoried residential building named <u>SIDDHIDATA APARTMENT</u> as per sanction and approval to be obtained by the Builder/Developer from the Kolkata Municipal





District Sub-Registrar-V Allipore, South 24 Parganus

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Corporation and to be constructed on the First Schedule Property and as per specification morefully and particularly described in the <u>FIFTH</u> <u>SCHEDULE</u> hereunder written.

- 3. <u>COMMON AREAS</u>: shall mean the passage, ways, stair ways, staircase, main gates, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, courtyard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the Builder/Developer from time to-time, the particulars of such common areas are more clearly written in <u>FOURTH SCHEDULE</u> hereunder.
- 4. <u>ARCHITECT</u>: shall mean such person or persons who shall be appointed by the Builder/Developer at the absolute exclusion of any interference and intervention by and form the end of the Owners for designing and planning of the proposed building and/or building and also supervision during continuance of the construction work to be carried out by the Builder/Developer at the said land and premises.
- 5. <u>BUILDING PLAN</u>: shall mean the Plan/Map/Drawing/Design to be sanctioned by the Kolkata Municipal Corporation as per the building rules and regulations of the Kolkata Municipal Corporation in the name of the Owners herein and other modifications or alterations made or to be made from time to time as per law.





District Sub-Registrar-V Alipore, South 24 Parganas

9 FEB 2020

- OWNERS' ALLOCATION:- The developer shall provide three 6. flats to the owners out of which (1) one flat measuring 400 square feet super built up area more or less in the ground floor western side of the premises and (2) one flat measuring 350 square feet super built up area more or less on ground floor south -East side of the building (3) one flat measuring 1115 square feet super built up area more or less at the southeast-north on the top floor of the building, (4) one open terrace measuring 450 square feet at the south west side, (5) one open garage measuring 120 square feet area at the eastern side under the building, together with undivided proportionate share of right and interest in the FIRST SCHEDULE land with enjoyment of all common areas and facilities available to the said proposed building with the fittings, fixtures and arrangements including the proportionate share in the land also in common parts including the undivided share in common facilities thereto, more fully and particularly described in the Second schedule hereunder written.
 - 7. <u>DEVELOPER'S ALLOCATION:</u> The Developer of the other Part herein shall get remaining portion, "save and except" the Owners' Allocation as provided hereinabove and more fully and particularly written in the <u>THIRD SCHEDULE</u> hereunder, together with undivided proportionate share of right and interest in the <u>FIRST SCHEDULE</u> land along with all common facilities, benefits, amenities as to be provided in the proposed building to be constructed on the First Schedule Homestead Rayati land.





ARTICLE - II COMMENCEMENT

Agreement shall be made to have commenced with effect from the date of this agreement time is essence of a contract. The proposed construction of the new building upon First schedule land shall be completed within 18 (eighteen) months from the date of sanctioned Building Plan from the Kolkata Municipal Corporation always subject to force majeure circumstances beyond the control of the Developer. If the developer fails to complete building within stipulated then the developer shall get another six month time to complete the construction of the building in spite of that, the developer fails to complete the building in that case the developer shall pay Rs.10,000/-(Rupees ten thousand) only per month for the for the defaulted period till the hand over the owners' allocation.

ARTICLE - III OWNERS'S RIGHT AND REPRESENTATIONS

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to <u>ALL THAT</u> piece and parcel land measuring 1 (one) cottah 11 (eleven) chittaks 15(fifteen) square feet more or less together with two storied old building, within the limits of the Kolkata Municipal Corporation under ward No.97, Premises No. 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, in the





District Sub-Registrar-V Allipore, South 24 Parganas

9 FEB 2020

District of 24 Parganas (South), more fully and particularly described in the First Schedule written hereunder or in any portion thereof and the said Property is free from all encumbrances, liens, lispendences, charges etc. or otherwise as per provision of law. Moreover, the owners till this day has not yet entered into any agreement for sale or joint venture agreement with any third party in respect of the said property. The said premises is free from all encumbrances, charges, liens, impendent, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

That, for any suppression of fact of the title the owners shall be responsible.

The Landowners shall grant to the Builder / Developer a registered General Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the undivided share of land with flat/s of the Developer's allocation to his nominated person or persons at the rate to be fixed by the Developer.

The Owners shall deliver possession of the First Schedule Land to the developer after sanction of building plan from the Kolkata Municipal Corporation for construction of building, which shall be depend upon sanction authority of the KMC.

The Developer shall bear all arrear taxes and khajna up to delivery of possession by the owners.



District Sub-Registrat-V Allpore, South 24 Parganas

9 FEB 2020

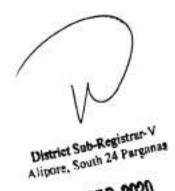
ARTICLE - IV BUILDER / DELVELOPER'S RIGHT

The landowners hereby authorized and granted right to the Builder/Developer to possess the <u>FIRST SCHEDULE</u> land to construct, erect and building thereon after demolition of the existing partly three storied structures and the materials, debris, rubbish which shall come out from such demolition shall be taken by the Builder/Developer.

ARTICLE -V (DEVELOPER'S OBLIGATION)

- i) The Builder/Developer without any unnecessary delay shall take up the work of preparation of building plan for the proposed building, submit the same to the Kolkata Municipal Corporation for sanction.
- ii) The Builder/Developer take up the work and complete the proposed multistoried building as per specification provided herein and sanction plan within the period prescribed in this Agreement. Be it mentioned here that, if the owners shall deviate the owners' allocation in that case the owners shall be responsible.
- iii) The Builder/Developer shall handover of possession of the Owners' Allocation before the handing over possession to other intending purchasers of Flat/Flats.
- iv) The builder/developer shall provide the Owners' allocation in the proposed building. The owners shall deliver all the original deeds and documents in respect of the First Schedule Property at the time of execution and registration of these presents to the Developer for





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construction of building and for selling the developer's allocation and after selling the Developer's allocation the Developer shall hand over all the deeds and documents to the owners or flat owners' association.

- v) The Builder / Developer shall sell and transfer the undivided proportionate share in the land underneath with flat/s of the Builder/Developer's portion/allocation after handing over and making over the said Owners' allocation with the possession letter and letter of acceptance. The Builder/Developer may execute the Deed of Sale as confirming party and also Constituted Attorney of the Owners on behalf of the owners, for the Builder/ Developer's allocation and the owners to be the vendor therein.
- vi) The Builder/Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the Kolkata Municipal Corporation and the Builder/Developer shall undertake the construction work in the said premises. The Builder/Developer shall undertake the said construction by the standard materials and the specification of materials as given in the Fifth schedule hereunder and the Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the said premises.
- vii) All the men and machinery and materials will be supplied by the developer at his costs and expenses.





District Sub-Registrar-V Alipore, South 24 Parkens

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- viii) All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Landowners cannot raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.
- That, the supervision of the construction of building will be ix) undertaken by the Builder/Developer and the Landowners shall not raise any objection for the same. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the Developer. That the Builder/Developer shall negotiate the terms and conditions with the intending purchaser(s) for the flat(s), of the Developer's allocation and shall receive the entire consideration money from the intending purchaser(s) of the said flat (s), and shall discharge money receipt for the same. It is the absolute discretion of the Builder / Developer that, the Builder / Developer shall nominate and/or select the intending purchaser (s) for the Builder / Developer's allocation in the said premises and the owners shall not be liable for any act done by the Builder /Developer and the Builder/Developer exclusively shall be liable for the same.
- x) That the developer shall take responsibility of demolishing the existing structure in the First schedule below premises at his own costs and waste material which may come out from such demolition shall be





District See Registrer-V Alipore, South 24 Parganes 1.9 FEB 2020

taken up by the Developer.

- xi) That until completion of the new building the Developer shall hold possession of the said First Schedule Property.
- xii) The Developer will be entitled to make publicity in front of the premises or in all possible manners for the benefit of commercial exploitation of the Developer's Allocation in the said building.
- xiii) the Developer shall have right to construct the building upon the first schedule property along with the adjacent plot/s by way of amalgamation, in that case the owners shall co-operate with the developer and shall execute and register necessary deed or deeds for the amalgamation of the two properties at the cost of the developer.
- xiv) That, the developer shall have right to sale, gift, transfer, whatsoever to any intending purchaser for his allocation.
- xv) That, the developer shall pay rent Rs.18,000/-per month for one separate accommodation for the owners, till the date the delivery of Owners' allocation of the newly constructed building.

ARTICLE - VI CONSTRUCTION

In consideration of the Landowners having agreed to permit the Builder/Developer to commercially exploit the said premises by constructing, erecting the building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' allocation portion. The said owners' allocation





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along with the entire building shall be constructed and completed with good and standard materials and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential. The Landowners shall not be liable to pay or contribute any amount in the construction and completion of the building and/or the said Landowners' allocation except arrear tax and mutations in their names handed over vacant possession of the flat of the premises.

The construction of the Owners' allocation shall be done by the Builder/Developer for and on behalf of and on account of the owners and the Builder/Developer shall only be acting as Builder/Developer on behalf of the Owners.

The Landowners shall co-operate with the Builder/ Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water, electricity and drainage, sewerage, etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the developer and the owners' shall have not liability in this context.

The Builder/Developer shall be authorized in the name of the Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of





District Sub-Registrat-V Aligore, South 24 Perganas

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new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owners shall execute in favour of the Builder / Developer a General Power of Attorney and other authorization as shall be required by the Developer/Builder.

The Builder/Developer shall at his own costs and expenses and without creating any financial or other liabilities of the owners construct and complete the new building and various units/flats and/or apartments thereto and/or modification shall be made in the developer's allocation without the consent of the owners.

ARTICLE -VII NOTICE OF POSSESSION & REGISTRATION

- After completion of the landowners' allocation, the developer shall issue a letter to the Landowners before the delivery of possession.
 On receipt of the said letter, the Landowners shall take possession of the Owners's allocation being free from all encumbrances and the Developer as confirming party and Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser (s) duly nominated by the Developer by virtue of the said registered General Power of Attorney.
- After delivery of possession, the owners shall pay their taxes for the owners' allocations and shall pay proportionate maintenance with the other flat owners.





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ARTICLE -VIII

MISCELLANEOUS

- The Landowners and the Builder/ Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the parties hereto to any manner nor shall the parties hereto constituted as an Association of person.
- 2. It is understood that from time to time to facilitate the construction of the building by the Builder/Developer various deeds, matters and things not herein specified may be required to be done by the developer and may need of the owners and various applications and other documents may be required to be signed or made by the owners which specified provision may not have been mentioned herein. The Owners hereby undertakes to do all such acts, deeds, matters and the Owners shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the owners and/or against the spirit of this agreement.
- 3. Any notice required to be given by the Builder/Developer shall without prejudice to any other mode of service available be deemed to have been served on the owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Builder/Developer if delivered or sent by prepaid registered post to the Builder/Developer at





District Sub-Registrar-V Alipore, South 24 Parganas

1 9 FEB 2020

the recorded address.

- 4. The intending Purchasers, flat Owners/s, developer and the Landowners shall not do any such thing for which the mutation in respect of the respective flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.
- 5. The landowners hereby agrees that the Builder/Developer shall be entitled to the construction including the Builder/Developer's allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the developer perform and fulfill all the terms and conditions herein contained and on his part is to be observed and performed.
- The Builder/Developer hereby agrees to keep the landowners indemnified against all third party claims and actions arising out of any act or admission of the Builder/Developer in or relation to construction of the said proposed multi storied building.
- 7. The details of the Owners' Allocation as aforesaid are more fully, particularly and clearly written in the Second Schedule and the common areas, amenities, benefits, maintenance etc. are more fully and particularly written in the Forth Schedule hereunder and the Developer's Allocation as foresaid is more fully and particularly written in the Third Schedule, the specification of Construction more fully and particularly written in the Fifth Schedule hereunder.
- The Owners herein do hereby declare and record that she will not





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raise any objection and discontentment towards her allocation made in the proposed multi storied building and immediately upon such allocation or intimation on account thereof in respect of the developer's radiance to deliver such allocation unto them in the manner aforesaid, the landowners shall stand ceased, relinquished and stopped for ever from any claim, demand, title, right and interest and any sort of interference and intervention whatsoever in respect of such allocation. During progress of the construction work on and upon the first schedule land, the representatives of owners herein shall not raise any disputes and under any circumstances whatsoever.

- The developer at his own cost shall deliver completion certificate
 of the building from the competent authority.
- That, super built up area to be calculated in following manner:flat area + 20% and stair for the landowners' (Smt. Gita Deb) Super built up area.

<u>ARTICLE- IX</u> FORCE MAJEURE

Force Majeure shall mean flood, earth quake, war, stream, tempest, civil commotion, and/or other act of god, beyond control of developer.

ARTICLE-X ARBITRATION

Any dispute or differences which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this agreement or any party thereof or the rights and liabilities under





District Sub-Registres-V Aligare, South 24 Personas

9 FEB 2020

Arbitrator, if the parties in disputes so agree, otherwise to two or more arbitrator, one to be nominated by each party or his/their representatives and incase of difference of opinion between them, by the umpire selected by them at the commencement of reference and this clause shall be deemed to be a submission within the meaning of the Indian Arbitration & Conciliation Act, 1996 and/or any other statutory modification and/or reenactment and or jurisdiction would be of Kolkata High Court and the District Courts.

FIRST SCHEDULE OF THE PROPERTY:

(Land)

ALL THAT piece and parcel land measuring 1 (one) cottab 11 (eleven) chittaks 15(fifteen) square feet more or less together with fifty years old building with tenants measuring 700 square feet in the ground floor and 700 square feet on the first floor, cement flooring, within the limits of the Kolkata Municipal Corporation under ward No.97, Premises No. 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registrar and District Sub-Registrar office at Alipore, Kolkata-700040, in the District of South 24-Parganas, together with all easement right thereto. The property is butted and bounded by:-

ON THE NORTH, : 18' wide Chandi Ghosh Road;

ON THE SOUTH : Property of Bhabasundar Panda and others;

ON THE EAST : 16' wide Chandi Ghosh Road

ON THE WEST : Premises No. 4/5, Chanditala Lane;





District Sob-Registrar-V Alipore, South 24 Parkanns

SECOND SCHEDULE ABOVE REFERRED TO: (OWNERS' ALLOCATION)

The developer shall provide three flats to the owners out of which (1) one flat measuring 400 square feet super built up area more or less in the ground floor western side of the building and (2) one flat measuring 350 square feet super built up area more or less on ground floor south -East side of the building (3) one flat measuring 1115 square feet super built up area more or less at the south-east-north on the top floor of the building, (4) one open terrace measuring 450 square feet at the south west side, (5) one open garage measuring 120 square feet area at the eastern side under the building, together with undivided proportionate share of right and interest in the *FIRST SCHEDULE* land with enjoyment of all common areas and facilities available to the said proposed building with the fittings, fixtures and arrangements including the undivided share in common facilities thereto.

THIRD SCHEDULE ABOVE REFERRED TO: DEVELOPER'S ALLOCATION

The Developer of the other Part herein shall get remaining portion, save and except the Owners' Allocation as provided hereinabove and more fully and particularly written in the <u>SECOND SCHEDULE</u> hereunder, together with undivided proportionate share of right and interest in the <u>FIRST SCHEDULE</u> land along with all common facilities, benefits,





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amenities as to be provided in the proposed building to be constructed on the First Schedule land.

FOURTH SCHEDULE

(Common right to use common parts and portion of building)

PART- I

- Entrance and exits, common passage.
- Boundary walls and main gate, common walls outside and inside.
- Entrance lobby electric/ utility room.
- Water pump room, Septic tank,
- Common meter room.
- Staircase, staircase landing on all the floors and lift;
- Drainage and sewerage lines and other installations for the same expect only those which are installed its use.
- Electric súbstation and electric wiring and other fittings exclusively for its use,
- Water pumps, underground and overhead water reservoirs, water lines of the K.M.C. together with all common plumbing installations and fittings as which are exclusively within and for the unit.
- Such other common parts, areas; equipment, installations, fittings, fixtures and spaces in or about the land the building as are necessary for passage to and /or user of the unites in common by the Co-owners.





PART-II

(Common expenses)

- All cost of maintenance, operating, repairing, colour washing, Plinth, decorating, re-building, re-construction, redecorating, repair of main structure lighting, the common portions and common areas of the building, including the outer walls.
- All charges and deposits for suppliers for common utilities to the Co-owners in common.
- Municipal Corporation taxes, multistoried building tax, water taxes if any and other levied in respect of the land and building save those separately assessed of the purchaser's unit.
- Insurance premium for the building.
- Cost of formation and operation of the association of the flats Owners.
- The office expenses incurred for maintaining an office for common purposes.
- All litigations expenses for the common purposes and relating to the common use and enjoyment of the common portions.

FIFTH SCHEDULE

(Specification of Construction)

- R.C.C. Work: re-enforcement: for column, beams, slab, etc. as per drawing, concrete with stone chips, gravies, medium course of sand and cement ISI Mark.
- Brick-work : 1st class or 2ND class picked/ bricks should be used





District Sub-Registrar-V Alipers, South 24 Parganas

¶ 9 FEB 2020

- at Brick work (8"-5"-3") as per plan.
- Plaster work: any wall plaster (inside or outside) and any ceiling plaster would be with cement/ sand,
- 4. Paris work inside the building.
- Floor work : Tiles (2'x2').
- 6 4" skirting, dado unto 4" height staircase landing.
- Cooking platform made, over black stone.
- Wall of bath rooms with tiles with of 7' height (developer choice) and loft on bath room.
- Door frame 4" x 2 ½ " sal wood door frame according to normal door size.
- Door 30 mm thick of commercial flush door finished with wood primer on main door and necessary fittings such as 1 chitkani, one hatch bolt.
- 11. Windows: M.S. Grill 10 mm, with Aluminum sliding with glass.
- 12. Water supply: main sources of water would be stored on the overhead reservoir by an 1.0 HP electric operated pump (standard make) water should be supplied to each flat from the overhead tank.
- 13. Sanitary and Plumbing: Septic and tank would be as per sanction.
- Basin and Sink: One basin would be provided at the dining space white colour with all fittings and stainless still sink will be provided at kitchen (developer choice).
- Bath Room : commode type with cistern .





District Sub-Registrar-V Alipore, South 24 Panuanas

8 FEB XXX

- Electric: Excluding bulb, tube, fan exhaust fan, etc. land owners
 or intending purchaser would spend for meter deposit, service
 charge and/or any expenses towards CESC Ltd.
- Common points: Nos. of common point for main gate, passage surroundings the building, pump room, guard room, stair, gate landing room terrace (copper wire with fittings).
- Bed Room: Light Point, fan points, power points at Board (5 Amp). AC points in two bed rooms.
- Drawing/Dining: Light point, fan point, power points (15 Amp) at board, (15 AMP) power point for television and fridge (copper with fittings).
- Bath room: light point, power point (15Amp) at Board, exhaust fan point (copper wire with fittings)
- Kitchen: Light point, power point (15 Amp) at Board exhaust fan point.
- Balcony: Light point with 5 Amp power point (Copper wire with fittings)
- 23. Main Gate: One M.S. sheet Gate or grill gate.
- Painting: Exterior portion of the building would be finished with weather coat paint.
- Out of specifications the construction cost will be borne by the owners or intending purchaser/s. All the specification will be developer's choice and also ISI mark.





District Sub-Registrer-V Allones, South 24 Parganes

9 FEB 2020

IN WITNESS WHEREOF the PARTIES to this Agreement for Development on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by

the PARTIES at Kolkata in the presence

of:

WITNESSES:

Signature of the OWNERS

MAA DURGA CONSTRUCTION

Signature of the DEVELOPER

Drafted & typed by: (Anup Kumar Syamal) Advocate,

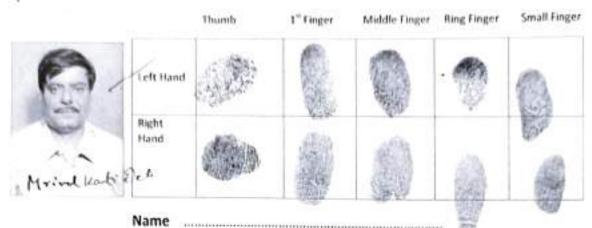
Alipore Judges' Court, Kolkata: 700027



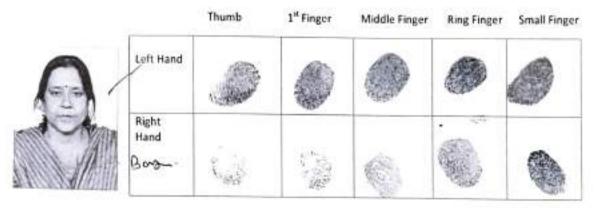


District Sub-Registrer-V Alipore, South 24 Parganas

1 9 FEB 2020

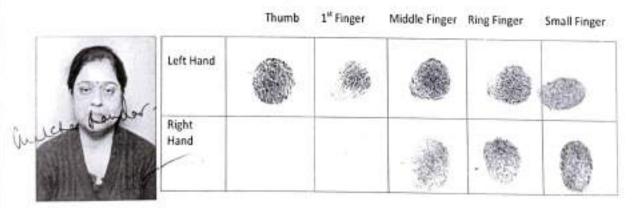


Signature Maring L Kontr Dec



Name

Signature Kupa Basu



Name

Signature hercha hamber





District Sub-Registrar-V Alipore, South 24 Parenner

11 9 FEB 2020

Signature





District Sub-Registrer-V Alipore, South 24 Parganas

19 FEB 2020

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

GRN:

19-201920-018177721-1

Payment Mode

Online Payment

GRN Date: 13/02/2020 11:06:52

Bank.

AXIS Bank

BRN:

309969795

BRN Date: 13/02/2020 00:00:00

DEPOSITOR'S DETAILS

ld No.: 16300000251975/7/2020

(Duny No/Query Year)

Name:

lman Mukherjee

Contact No. :

8017157355

Mobile No. :

+91 7890544305

E-mail:

imanmukherjee16@gmall.com

Address:

12281MGRrlkol 82

Applicant Name:

Mr Anup Kumar Syamal

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No.7

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description Head of A/C	Amount[*	
1 2	16300000251975/7/2020 16300000251975/7/2020	Property Registration Stamp dust. / \$0030-02-103-003-02 Property Registration Registration 0030-03-104-001-18		5020 53

In Words:

Rupees, Six Thousand Sevent, Thick July

6073



NH



1,0021



2 8





Enrollment No.: 1452/52696/00834

Iman Mukherjea S/O. Pankaj Mukherjan 1228/1 M.O. Road 2 VS 7V. Haridevpur Haridevpur Thekurpukur Mafesidip South 24 Rargarus West Bengal 70g589

आपका आधार क्रमांक / Your Aadhaar No. :

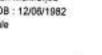
6377 7254 8308

मेरा आधारं, मेरी पहचान



भारत सरकार Government of India







6377 7254 8308

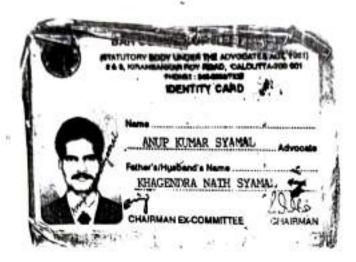
मेरा आधार, मेरी पहचान











Card No. 18-1418

Address Recorded on the Roll. 1/14. Kalipore,
Sakuntala Park, Calcutta-700 061.

Present Address Do.

Enrolment No. F/427/122/2000.

Date of Enrolment 09.03.2000 Date of Enrolment 09.03.2000 Birth 31.12.72



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a migration and the

PERMANENT ACCOUNT NUMBER

AFYPD5595E



MRINAL KANTI DEB

ARUN KUMAR DEB

THE DATE OF BORTH

PROMY ISIGNATURE

Whele.

Stalin

COMMISSIONER OF INCOME TANK OF NO MATE









ভারত তারিক পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India Government of India

डाविकाकृतिक आहे कि/Enrollment No.: 1040/20043/00586

한 To 용 축에면 新聞 (자리 를 Minnel Kanti Deb 등 86 CHANDI GHOSH ROAD REGENT PARK Regent Park S.O Regent Park /Kobata West Bengal 700040



আপনার আধার সংখ্যা/ Your Aachgar-No.

7474 7479 5802

আধার - সাধারণ মানুষের অধিকার



SOVERNMENT OF INDIA



कृतम कार्ड (पर Minnel Karts Deb Phat : कार्क्स कृत्यात (पर Father : APIUM KUMAN) DEB क्ष कर / Year of Sive : 1962 पूर्व / Made

7474 7479 5802

Mulale

আধার - সাধারণ মানুষের অধিকার



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আধার - সাধারণ মানুষের অধিকার

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ভারত সরকার

Unique Identification Authority of India

ठानिकाकुकित आहे किं/ Enrollment No.: 1040/20034/02577

क्या बाब्

Rupa Basu

JAY APPARTMENT FLAT NO. 301 69A N S C BOSE

ROAD

REGENT PARK

Regent Park S.O.

Velicita

Konata

West Bengal 700040



MN476174206FT

आपनात आधात সংখ্যा / Your Aad har No

2680 4743 7564

আধার - সাধারণ মানুষের অধিকা



Government of India .

क्रमा सम्

Rupe Besu Plet : Harm grap (14 Father: ARUN KUMAR DEB Breatfiel/ DOB: 25/11/1966

uffer / Famaia



2680 4743 7564

আধার - সাধারণ মানুষের অধিকার

Rupa Boran.



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Pupa Boms.





Major Information of the Deed

Deed No:	1-1630-00505/2020	Date of Registration	19/02/2020		
Query No / Year 1630-0000251975/2020		Office where deed is registered			
Query Date 11/02/2020 12:23:36 PM		D.S.R V SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details	Anup Kumar Syamal Alipore Judges Court, Thana: Alip - 700027, Mobile No.: 90072935	pore, District : South 24-Parga 26. Status :Advocate	nas, WEST BENGAL, PII		
Transaction	8、1850年,1850年的日本市场	Additional Transaction	MS SHOW SHEET		
[0110] Sale, Development a agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration	vable Property,		
Set Forth value	等。2008年15日 公司	Market Value	(40年4月) (40年3年36年36年3		
Rs. 2/-		Rs. 41,38,333/-	777		
Stampduty Paid(SD)	ACT CONTRACTOR OF THE PARTY OF	Registration Fee Paid	EPTY BOOK OF THE STATE OF		
Rs. 7,020/- (Article:48(g))		Rs. 53/- (Article:E, E, M	h) U)		
Remarks	Received Rs. 50/- / FIFTY only	from the spelloust feet E, Mil	0), n)		
	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip (Urbar		

Land Details:

District: South 24-Parganas, P.S.- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chandi Ghosh Road, , Premises No: 86, , Ward No: 097 Pin Code : 700040

Sch No	Number		Land Proposed	Use Area of Land ROR	SetForth	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu	1 Katha 11 Chatak 15 Sq Ft	1/-	32,45,833/-	Width of Approach Road: 18 Ft.,
	Grand	Total:	a	2,8188Dec	1/-	32,45,833 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1	1400 0- 5	1	SERVICE DISPLACED	CHARLES AND SECOND SECOND SECOND
	On Carlo L1	1400 Sq Ft.	1/-	8,92,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete

		_		
Total:	1400 sq ft	1 /-	8.92.500 /-	
	Total:	Total: 1400 sq ft	Total: 1400 sq ft 1/-	Total: 1400 sq ft 1/- 8,92,500 /-



Land Lord Details :

Name (C)	Photo	Finger Print	Signature
- Malant Mant Dat	**************************************		
Mr Mrinal Kanti Deb (Presentant) Son of Late Arun Kumar Deb Executed by: Self, Date of Execution: 19/02/2020 , Admitted by: Self, Date of Admission: 19/02/2020 ,Place : Office	(Bin)		Mrinal bet Del
	1892/2020	1902/2020	19/02/2020
0 0 0 0 0 0 0	n of Late Arun Kumar b ecuted by: Self, Date of ecution: 19/02/2020 dmitted by: Self, Date of mission: 19/02/2020 ,Place office	n of Late Arun Kumar b ceuted by: Self, Date of ecution: 19/02/2020 dmitted by: Self, Date of mission: 19/02/2020 ,Place office Tempagaga	n of Late Arun Kumar b ecuted by: Self, Date of ecution: 19/02/2020 dmitted by: Self, Date of mission: 19/02/2020 ,Place Office

2 Smt Rupa Basu
Daugther of Late Arun
Kumar Deb
Executed by: Self, Date of
Execution: 19/02/2020
, Admitted by: Self, Date of
Admission: 19/02/2020 ,Place
: Office





Purpa Basn.

Signature

Joy Apartment, 69A, N S C Bose Road, Flat No: 301, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKYPB2259A, Aadhaar No: 26xxxxxxxx7564, Status: Individual, Executed by: Self, Date of Execution: 19/02/2020, Place: Office

Smt Mukta Mazumdar
Daugther of Late Arun
Kumar Deb
Executed by: Self, Date of
Execution: 19/02/2020
, Admitted by: Self, Date of
Admission: 19/02/2020 ,Place
: Office





Luber humales

18/02/2020

116A, Avenue South, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BENPM3892Q, Aadhaar No: 26xxxxxxxx1773, Status: Individual, Executed by: Self, Date of Execution: 19/02/2020

, Admitted by: Self, Date of Admission: 19/02/2020 ,Place: Office



Developer Details :

SI	Name Address Dhate W
No	Name, Address, Photo, Finger print and Signature

Maa Durga Construction

1228/1, Mahatma Gandhi Road, P.O:- Haridevpur, P.S:- Thakurpukur, District -South 24-Parganas, West Bengal, India, PIN - 700082, PAN No.:: CHGPM7455L, Aadhaar No Not Provided by UIDAI, Status : Organization,

Representative Details:

'n	Name / Name	Photo	Finger Print	Signature	\$300 and
Mr Iman Mukherjee Son of Late Pankaj Mukherjee Date of Execution - 19/02/2020, , Admitted by: Self, Date of Admission: 19/02/2020, Place of Admission of Execution: Office	ion of Late Pankaj Mukherjee Date of Execution - 19/02/2020, , Admitted by: ielf, Date of Admission: 19/02/2020, Place of			Duran Deuthazir	
Ł	2004 11	Feb 19 2029 2:06PM	LTI 18402/2020	ukur, District-South 24-Parg	

Identifier Details:

	Photo	Finger Print	Signature
Mr Anup Kumar Syamal Son of Late K N Syamal Alipore Judges Court, P.O.: Alipore, P.S:- Alipore, District: South 24-Parganas, West Bengal, India, PIN - 700027		4 2	Aunt kr Syamer.
dentifier Of Mr Mrinal Kanti Deb, Smt R	19/02/20204	19/02/2020	19/02/2020

Trans	fer of property for L1	The state of the Control of the Cont
SI.No	From	To. with area (Name-Area)
1	Mr Mrinal Kanti Deb	Maa Durga Construction-0.939583 Dec
2	Smt Rupa Basu	Maa Durga Construction-0.939583 Dec
3	Smt Mukta Mazumdar	Maa Durga Construction-0.939583 Dec
Trans	fer of property for S1	SECOND COMPANY OF THE PROPERTY OF THE PARTY
SI.No	From	To. with area (Name-Area)
1	Mr Mrinal Kanti Deb	Maa Durga Construction-466.66666700 Sq Ft
2	Smt Rupa Basu	Maa Durga Construction-466.66666700 Sq Ft
3	Smt Mukta Mazumdar	Maa Durga Construction-466.66666700 Sq Ft



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printer of

Endorsement For Deed Number: 1 - 163000505 / 2020

On 12-02-2020

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



Krishnendu Talukdar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24 PARGANAS

South 24-Parganas, West Bengal

On 19-02-2020

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

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

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

Presented for registration at 13:50 hrs on 19-02-2020, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr

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

Execution is admitted on 19/02/2020 by 1. Mr Mrinal Kanti Deb, Son of Late Arun Kumar Deb, 86, Chandi Ghosh Road, P.O: Regent Park, Thana: Regent Park, . South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Business, 2. Smt Rupa Basu, Daughter of Late Arun Kumar Deb, Joy Apartment, 69A, N S C Bose Road, Flat No: 301, P.O: Regent Park, Thana: Regent Park, . South 24-Parganas, WEST BENGAL, India, PIN -700040, by caste Hindu, by Profession House wife, 3. Smt Mukta Mazumdar, Daughter of Late Arun Kumar Deb. 116A, Avenue South, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN -

Indetified by Mr Anup Kumar Syamal, . . Son of Late K N Syamal, Alipore Judges Court, P.O. Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-02-2020 by Mr Iman Mukherjee. Proprietor, Maa Durga Construction, 1228/1, Mahatma Gandhi Road, P.O.- Haridevpur, P.S.- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700082 Indetified by Mr Anup Kumar Syamal, , , Son of Late K N Syamal, Alipore Judges Court, P.O. Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2020 12:00AM with Govt. Ref. No: 192019200181777211 on 13-02-2020, Amount Rs: 53/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 309969795 on 13-02-2020, Head of Account 0030-03-104-001-16



Payment of Stamp Duty Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 6,020/-Description of Stamp

Stamp: Type: Impressed, Serial no 10723, Amount: Rs. 1,000/-, Date of Purchase: 12/02/2020, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2020 12:00AM with Govt. Ref. No: 192019200181777211 on 13-02-2020, Amount Rs: 6,020/-, Bank AXIS Bank (UTIB0000005), Ref. No. 309969795 on 13-02-2020, Head of Account 0030-02-103-003-02



Krishnendu Talukdar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2020, Page from 25300 to 25348 being No 163000505 for the year 2020.





Digitally signed by KRISHNENDU TALUKDAR

Date: 2020.02.27 14:20:38 +05:30 Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2020/02/27 02:20:38 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)