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22 JUL 2021

*Joint Development Agreement*

THIS JOINT DEVELOPMENT AGREEMENT made this 22<sup>nd</sup> day of July, Two Thousand Twenty One (2021);

Between

(1) **SMT. BHARATI CHAKRABORTY** (PAN: AQQPC7136B), Aadhaar No.3066 55583226, wife of Late Bhabesh Ranjan Chakraborty, by faith- Hindu, by occupation - Housewife, by Nationality- Indian, (2) **SRI ANINDYA CHAKRABORTY** (PAN: AHHPC7508H), Aadhaar No. 983400232111, by faith Hindu, by Occupation - Service, by Nationality-India, (3) **SMT. SABITA CHAKRABORTY (GANGULY)** (PAN: AKTPG3945IQ), Aadhaar No.569650914582, daughter of Lat Digendra Nath Chakraborty by faith -Hindu, by Occupation - Housewife, Nationality- Indian (4) **SRI DIPANKAR CHAKRABARTY** (PAN: ACQPC5775N), Aadhaar 7381 9758 4268, son of Late Dinesh Chandra Chakraborty, by faith -Hindu, by Occupation- Retired Person, by Nationality- Indian, all residing a E-128, Ramgarh, P.O. - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, (5) **SRI DIBAKAR CHAKRABARTY** (PAN: ACCPC4329C), Aadhaar No.4130 9400 7065, son of Late Dinesh Chandra Chakraborty, by faith - Hindu, by Occupation- Service, by Nationality - Indian of Qtr. No.C-222, BITS Pilani KK Birla, Goa Campus, Zuarinagar, S.O. South Goa, Goa presently residing at E-128, Ramgarh, P.O. - Naktala, Police Station - Netaji Nagar, Kolkata - 700047 and (6) **SRI UDAYAN CHAKRABARTY** (PAN: AQCP8913C), Aadhaar No.2954 9969 7889, son of Late Dinesh Chandra Chakraborty, by faith Hindu, by Occupation- Service, by Nationality - India, residing at E-128, Ramgarh, Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, hereinafter called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

**M/S. R.S.CONSTRUCTION** (PAN: BIYPS0531H), a Sole Proprietorship Firm, having its office at 87/12/21D/1, Raja S.C. Mullick Road, (Postal Address D-61/2, Ramgarh), P.O. - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, being represented by its sole Proprietor **SRI RAJAT SAHA** (PAN: BIYPS0531H), Aadhaar No.8126 2643 4379, son of Late Samarendra Prasad Saha, by faith Hindu, by Occupation- Business, by Nationality - Indian residing at D-61/1, Ramgarh, Police Station - Netaji Nagar, Kolkata - 700047, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors-in-interest, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Dinesh Chandra Chakrabarty, Durgesh Chakrabarty, Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty and Smt. Sabita Chakrabarty all sons and daughter of Late Digendra Nath Chakrabarty were/are the joint owners a homestead land measuring about 4 Cottah 0 Chittak 30 Sq.ft. comprised under Mouza – Naktala, J.L. No.32, E.P. No.428, S.P. No.609, C.S. Plot No.224(P), Police Station-Jadavpur, by way of registered deed of gift executed by The Governor of State of West Bengal, R.R.&R Department, Government of West Bengal, registered in the Office of Additional District Registrar, Alipore and recorded in Book no.1, Volume No.15, Pages 201 to 204, Being no. 1101, for the year,1991.

**AND WHEREAS** said Dinesh Chandra Chakrabarty, Durgesh Chakrabarty, Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty and Smt. Sabita Chakrabarty (Ganguly) were/are the jointly seized and possessed of the said landed property measuring about 4 Cottah 0 Chittak 30 Sq.ft. comprised under Mouza – Naktala, J.L. No.32, E.P. No.428, S.P. No.609, C.S. Plot No.224(P), by constructing a dwelling unit thereon and they subsequently mutated their names in the record of The Calcutta Municipal Corporation now The Kolkata Municipal Corporation as joint owners under Assessee No.21-100-08-0586-9, being Premises No.87/12/443E, Raja Subodh Chandra Mullick Road (Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netajinagar, Kolkata – 700047 and paid taxes thereto more fully described in the Schedule-A hereunder written.

**AND WHEREAS** said Dinesh Chandra Chakrabarty died intestate on 09.05.2013 leaving behind widow Smt. Rama Chakrabarty, three sons namely Sri Dipankar Chakrabarty, Sri Dibakar Chakrabarty and Sri Udayan Chakrabarty as his only legal heirs and successors and undivided share of the said property left by the deceased devolved upon them in equal shares according to Hindu Succession Law .

**AND WHEREAS** said Durgesh Chakrabarty also died as bachelor intestate on 13.06.2017 leaving behind his full blooded brother and sister and other heirs viz. Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty and Smt. Sabita Chakrabarty, Smt. Rama Chakrabarty, Shri Dipankar Chakrabarty, Sri Dibakar Chakrabarty, and Sri Udayan Chakrabarty, as his only legal heirs and successors and undivided share of the said property left by the deceased devolved upon them in equal shares according to Hindu Succession Law .

**AND WHEREAS** said Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty, Smt. Rama Chakraborty, Sri Dipankar Chakrabarty, Sri Dibakar Chakrabarty and Sri Udayan Chakrabarty and Smt. Sabita Chakraborty (Ganguly) jointly seized and possessed of the said landed property measuring about 4 Cottah 0 Ch ittak 30 Sq.ft. comprised under Mouza – Naktala, J.L. No.32, E.P. No.428, S.P. No.609, C.S. Plot No.224(P), together with dwelling unit thereon being Premises No. 87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netajinagar, Kolkata – 700047, by paying taxes regularly to the Kolkata Municipal Corporation.

**AND WHEREAS** said Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty, Smt. Rama Chakraborty, Sri Dipankar Chakrabarty, Sri Dibakar Chakrabarty and Sri Udayan Chakrabarty and Smt. Sabita Chakraborty (Ganguly) jointly entered into a Joint Venture Agreement dated 10.09.2017 with **M/S. R.S.CONSTRUCTION**, Proprietorship concern having its registered office at D-61/2, Ramgarh, P.S. Netajinagar, Kolkata - 700047 for construction a new multi storied building at their said Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station- Jadavpur now Netajinagar, Kolkata – 700047, on the curtained terms and conditions mentioned thereto.

**AND WHEREAS** in meantime said Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty, died intestate on 13.01.2020 leaving behind widow Smt. Bharati Chakraborty and only son Anindya Chakraborty as his legal heirs and successors and undivided share of the said property left by the deceased devolved upon them in equal shares according to Hindu Succession Law .

**AND WHEREAS** in meantime said Smt. Rama Chakrabarty also died intestate on 24.05.2020 leaving behind three sons namely Sri Dipankar Chakrabarty, Sri Dibakar Chakrabarty and Sri Udayan Chakrabarty her legal heirs and successors and undivided share of the said property left by the deceased devolved upon them in equal shares according to Hindu Succession Law .

**AND WHEREAS** due to death of said Bhabesh Chakrabarty alias Bhabesh Ranjan Chakrabarty and Smt. Rama Chakraborty, both the party hereto have decided to execute this registered Joint Venture Agreement and Power of Attorney on the following terms and conditions.

BEFORE EXECUTION OF THIS AGREEMENT THE OWNERS HAVE REPRESENTED AND ASSURED TO THE DEVELOPER as follows:

- 1) That the said property is free from all encumbrances charges, liens, lispendence, attachment's whatsoever and the same are occupied by the Owners.
- 2) That there is no notice of acquisition or requisition received or pending in respect of the said property more fully described in Schedule 'A' hereunder written.
- 3) The Owners further declare that since the said property is measuring about 4 Cottah 0 Chittak 30 Sq.ft. comprised under Mouza - Naktala, J.L.No.32, E.P.No.428, S.P.No.609, C.S. Plot No.224(P), Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netajinagar, Kolkata - 700047, within the limits of the Kolkata Municipal Corporation, Ward No.100, together with structure thereon and the same is not attracted under Urban land Act under Section 27(2) of the Urban Land (Ceiling and Regulations) Act 1976.
- 4) The Owners have declared to the Developer that the Owners have good marketable title in respect of the said property without any claim right title, interest of any person or persons therein and the Owners have absolute right to enter into any Agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any third Party's claim and demands whatsoever with regard to the title and Ownership of the Owners.
- 5) There is no other agreement in existence at present in respect of the said premises.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning :-
  - a) **PREMISES** shall mean **ALL THAT** piece and parcel of land measuring 4 Cottah 0 Chittak 30 Sq.ft. comprised under Mouza - Naktala, J.L.no.32, E.P.No.428,

S.P.No.609, C.S. Plot No.224(P), Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road (Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netajinagar, Kolkata - 700047, within the limits of the Kolkata Municipal Corporation, Ward No.100, together with structure thereon more fully and particularly described in the Schedule 'A' hereunder written.

- b) **PLAN** shall mean plan or plans to be prepare by the Registered Architect and obtained sanction from the Kolkata Municipal Corporation for construction of G+ three storied building at the said Premises being Premises No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata -700047, in the District of 24 Parganas(South).
- c) **OWNER** shall mean **SMT. BHARATI CHAKRABORTY, SRI ANINDYA CHAKRABORTY, SMT. SABITA CHAKRABORTY (GANGULY), SRI DIPANKAR CHAKRABARTY, SRI DIBAKAR CHAKRABARTY and SRI UDAYAN CHAKRABARTY**, all residing a 87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata-700047, their heirs, legal representatives, executors, administrators and assigns.
- d) **DEVELOPER:** shall mean **M/S. R.S.CONSTRUCTION**, Proprietorship concern having its office at 87/12/21D/1, Raja S.C. Mullick Road, (Postal Address D-61/2, Ramgarh), P.O. - Naktala, Police Station - Netajinagar, Kolkata - 700047, being represented by **SRI RAJAT SAHA**, son of Late Samarendra Prasad Saha, by faith Hindu, by Occupation- Business, by Nationality - Indian residing at D-61/1, Ramgarh, Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, its successors-in-interest and assigns.
- e) **BUILDING** shall mean G+ three storied building comprising of several residential flats and car parking space and other spaces, so to be constructed on the said plot of land of the said premises being portion of Premises No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, by the Developer accordance with the Plan or Plans to be prepared by

the Architect and obtained sanctioned from the Kolkata Municipal Corporation under the supervision and cost by the Developer.

- d) **BUILT UP AREA** shall mean the built up plinth area of any floor or unit including the thickness of internal walls and partitions and also including the thickness of the entire wall share of staircase as per building rules of the KMC.
- g) **PROPORTIONATE** shall mean the proportion or ratio which any particular built up area or unit bears to the total built up area with reference to the common parts, portions, service and maintenance area or facilities and benefits at the said building complex or the land comprised in the said premises.
- h) **COMMON PARTS AND AMENITIES** shall mean all the common parts and portions including the facilities and benefits and intended to be used and enjoyed in common by the unit holders at the said building for the beneficial use and enjoyment of the different units.
- i) **COMMON EXPENSES** shall mean the costs and expenses of installation, running and maintaining the common amenities for the upkeep maintenance improvement etc. of the same as may be decided and/or assured by the Builder/Contractor with the consent of the Owner including those specified under the **SCHEDULE 'D'** hereunder written.
- j) **SPECIFICATIONS** shall mean the specifications according to which the construction shall be carried out at the said premises, described under the Schedule 'E' hereunder written.
- k) **FLAT OR UNIT** shall mean the part or portions of the building as are capable of being held used and enjoyed independently.
- l) **UNIT HOLDER** shall mean a person, persons or party entitled to use and enjoy and unit or units for the time being whether conveyance has been made or not.
- m) **MASCULAR** shall include the feminine and vice-versa.
- n) **SINGULAR** shall include the feminine and vice-versa.

- o) **OWNER'S ALLOCATION** shall mean 5 (five) flats of the proposed G+III storied building out of which (1) one flat, in the North-East side of the First Floor, measuring about 625 sq.ft. built up area, (2) one flat situated in the North East side of the Second floor, measuring about 625 sq.ft. built up area, (3) one flat situated in the South-East side at the First Floor, measuring about 625 sq.ft. built up area, (4) one flat in the North-East side of the Top Floor, measuring about 625 sq.ft. Built Up area and one flat in the Eastern side of the Top Floor, measuring about 400 sq.ft. more or less of proposed G+three storied building **TOGETHERWITH** undivided proportionate share of land, morefully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being previously Premises No.87/12/443E, Raja Subodh Chandra Mullick Road (Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, District - 24 Parganas (South), more fully described in the Schedule "B" hereunder written.
- p) **BUILDING PLAN** shall mean the Planner plans of the proposed building to be constructed on the plan of the proposed G + three storied building to be constructed on the said Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047 in the District of 24 Parganas(South).
- q) **DEVELOPER'S ALLOCATION** shall mean remaining total construed areas of the proposed building save and except the owners allocation of the said proposed building **TOGETHERWITH** undivided proportionate share of land, more fully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, in the District of 24 Parganas(South).



- r) **TIME:** shall mean the construction will be completed within 24 months from the date of sanction of Building Plan by the K.M.C. or the date of commencement of construction of work (whichever is later) of the said G + three storied building of the said premises as per plan by the Developer herein at its own costs and risk ..
2. That the Owner do hereby grant the exclusive right of development of the said premises unto and in favour of the Developer with the intent and object that the Developer shall has the necessary copy of plans and shall construct, erect and complete the said building or buildings on the said premises being completed in all respect as provided in the Schedule 'A' hereunder written.
3. That in the circumstances and in consideration of the terms and conditions contained herein and the obligation of the terms and conditions contained herein and the obligation to be performed, fulfilled observed by both the Owner and the Developer and in future consideration of the Owner having agreed to grant the exclusive right of development of the said premises to the Developer. It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :
- a) That if require, the Owners shall execute necessary deed of conveyances in respect of the proportionate share of land attributable to the Developer allocation in the proposed G + three storied building of the said Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047 in the District of 24 Parganas(South) in favour of the Developer at any time after delivery of possession of the Owner' allocation.
4. That the Developer shall construct and complete the said building and specification attached herewith in Schedule and shall undertake full responsibility and the Owner shall not be responsible and shall be indemnified by the Builder/Contractor for any incident or accident which may occur in the said premises due to its construction activities and for faulty and/or any other defect or default whatsoever and the Developer shall keep the Owner fully indemnified at all times.

5. That in consideration to the Developer constructing the said building and the terms and conditions, contained in this Agreement and the obligation to be fulfilled by the Developer and the Developer shall get the Developer's allocation in the said premises and the Developer shall keep the Owner fully indemnified for all times to come and for all purposes and consequences whatsoever.
6. That the Developer shall construct the proposed building in the said premises by constructing G + three storied building of the said Premises No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047 in the District of 24 Parganas(South).
7. **DEVELOPER AGREES:**
  - a. To incur all costs, charges and expenses for construction of the said G + three storied building of the said Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netajinagar, Kolkata - 700047 in the District of 24 Parganas (South) as per Building Plan sanction by the Kolkata Municipal Corporation.
  - b. To complete the entire construction work of the proposed G + three storied building of the said Premises being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netajinagar, Kolkata - 700047, in all respect and fully completed and in habitable condition with all facilities and/or amenities attached thereto be and provided to the Owner described in the Schedule 'B' herein within the stipulated period along with necessary papers required and issued by authorities.
  - c. The Owner further agree to make payment of rates and taxes or other outgoings in respect of the aforesaid property upto the agreement date and thereafter the Developer shall pay the taxes to the Kolkata Municipal Corporation and/or other outgoings in respect of the aforesaid property till delivery of possession of the flats to the Owner and Purchasers.

- d. The Developer will arrange to shift the owners to the temporary rented accommodation at its costs and expenses till completion of building and delivery of possession of owners' allocation to the Owners.
- e. The Developer soon after signing this Agreement in respect of the aforesaid property shall be liable pay all rates and taxes and other outgoings in respect of the aforesaid property until handing over of the respective shares as per allocation and the Owners shall executed Power of Attorney in favour of the Developer in respect of the said property to comply the terms and conditions of the agreement.

8. **DEVELOPER'S OBLIGATION**

- a) To construct and complete the said G + three storied building being Premises No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, under K.M.C. Ward No.100, in the District of 24 Parganas(South), in all respects in terms of this agreement and in accordance with the d Building plan and specification attached hereto within the specified time stated herein above. Owners shall have no financial obligation towards the construction and completion of the said G + three storied building being Premises No.87/12/443E, Raja Subodh Chandra Mullick Road (Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047 under K.M.C. Ward No.99, in the District of 24 Parganas(South), in all respects.
- b) The Developer will be entitled to enter into an Agreement for sale and/or transfer the respective flats car parking spaces in its allocation in the G + three storied building being premises No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, in the District of 24 Parganas (South). At the time of execution of the Deed of Conveyance for transfer the respective flats in their allocation in the said G + three storied building, the Owner shall be a party on such deed along with the Developer but the Owner shall have no obligation towards the refund of any amount to any purchaser or purchasers.
- c) That the Developer shall agree to pay the entire incidental charges during construction/ completion of the said building. It is further made clear that the

*Owners shall only be held liable for transferring the proportionate share of land attributable and/or corresponding to the Developer allocation in the proposed building.*

- d) *To deliver the premises together with building as is where is basis and the Developer herein shall be liable to demolish the existing old structure of the said premises at its own risks and responsibilities by engaging any labour or mistries and all the broken articles and debris shall be disposed off by the Developer at its responsibilities.*
- e) *This agreement as well as the Power of Attorney as stated above are intended to be registered and the cost of the registry will be borne by the Developer which will be entitled to keep the registered copy of the agreement, the Owner will be entitled to keep the duly signed Xerox copy or copies of this agreement.*

9. **OWNERS AGREE:**

- a) *To sign and execute all necessary papers undertaking affidavit, documents declaration deed, which may be required for construction of the proposed building in terms of this Agreement. The draft of the aforesaid instruments shall be required to be approved by the Owners before execution of the same.*
- b) *To co-operate with the Developer for construction and completion of the G + three storied building at the said premises.*
- c) *To pay the K.M.C. tax since 10.09.2017 upto the date of execution of this agreement and after that the KMC tax will be borne by the Developer till handover the owners' allocation to the owners.*
- d) *The Owners further agree to extend all cooperation with the Developer for completion of the said building and all other allied works as may be required by the Developer.*
- e) *The Owner also agree to handover the original tax bill, original death certificate, original copy of deed for mutation purpose and any other documents, if any, to the Developer simultaneously with the execution of this Agreement and the same shall be retained by the Developer until completion of the G+ three storied building and completed the sale of all the flats and car parking space thereto.*

10. OWNERS HAVE FURTHER AGREED as follows :

- a) Not to sell transfer alienate or encumber the premises so long this agreement shall remain in force and effect.
  - b) Not to cause any obstruction or interference in the bonafide construction erection and completion of the said G+ three storied building on the said premises.
  - c) To execute Registered Power of Attorney in favour of Developer, to comply all the formalities of the agreement and construction of the said building being No.87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, under K.M.C. Ward No.100, District of 24 Parganas(South), more fully described in the Schedule 'A' hereunder written.
11. The Developer shall not be treated in default if the works is delayed due to the reasons amounting to FORCE MAJURE liked earthquake, civil commotion at or conditions beyond its control.
12. Both the Developer and the Owners shall be entitled to deal with or to dispose of their respective shares of the constructed spaced in any manner they thing fit and proper without any interference from the Owners as long as such disposal shall not violate any provision of this Agreement.

13. MISCELLANEOUS :

- a) It shall be the responsibility of the Developer to obtain or avail the maximum possible space within the byelaws of the authorities, Kolkata Municipal Corporation for the maximum exploitation of the value of the said property without altering the sanctioned plan.
- b) That by such delivery of the land/premises by the Owners to the Developer the Owners however shall not create any encumbrances and/or liens in respect of the property provided however the Developer exclusive right for development of the property shall not in any way be affected provided sanction plan cannot be attached.
- c) If any disputes arise with the neighbours and Kolkata Municipal Corporation both the Owner and Developer will settle the matter mutually.

- d) Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/ Final document for transfer of property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

**SCHEDULE 'A' ABOVE REFERRED TO :**

*ALL THAT* piece and parcel of land measuring about 1 Cottah 0 Chittak 30 Sq.ft. together with two storied pucca dwelling house standing thereon, total measuring about 1200 sq.ft. (Ground Floor 600 sq.ft. and First Floor 600 Sq.ft.), comprised under Mouza – Naktala, J.L. No.32, E.P. No.428, S.P. No.609, C.S. Plot No.224(P), Police Station - Jadavpur now Netaji Nagar, being Premises No.87/12/443E, Raja Subodh Chandra Mullick Road (Postal Address E-128, Ramgarh Colony), Kolkata – 700047, within the limits of the Kolkata Municipal Corporation, Ward No.100, District 24 Parganas (South), the entire property butted and bounded as follows :

**ON THE NORTH** : By E.P. No.430;  
**ON THE SOUTH** : By 18.6 ft. wide K.M.C. Road;  
**ON THE EAST** : By 11.6" ft. wide Colony Road;  
**ON THE WEST** : By E.P.no. 429 & 429A.

**SCHEDULE 'B' ABOVE REFERRED TO**  
**OWNERS' ALLOCATION**

*ALL THAT* piece and parcel of 5 (five) self contained flats of the proposed G+III storied building out of which (1) one flat, in the North-East side of the First Floor, measuring about 625 sq.ft. built up area, (2) one flat situated in the North East side of the Second floor, measuring about 625 sq.ft. built up area, (3) one flat situated in the South-East side at the First Floor, measuring about 625 sq.ft. built up area, (4) one

flat in the North-East side of the Top Floor, measuring about 625 sq.ft. Built Up area and one flat in the Eastern side of the Top Floor, measuring about 400 sq.ft. more or less of proposed G+ three storied building, **TOGETHERWITH** undivided proportionate share of land, morefully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being No. 87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.100, District 24 Parganas (South).

**THE SCHEDULE 'C' ABOVE REFERRED TO :**  
**(DEVELOPER'S ALLOCATION)**

**ALL THAT** remaining total constructed areas of the proposed building save and except the owners allocation of the said proposed building **TOGETHERWITH** undivided proportionate share of land, more fully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being No. 87/12/443E, Raja Subodh Chandra Mullick Road ( Postal Address E-128, Ramgarh Colony), Police Station - Jadavpur now Netaji Nagar, Kolkata - 700047, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.100, District 24 Parganas (South).

**THE SCHEDULE 'D' ABOVE REFERRED TO :**  
**DETAILS OF CONSTRUCTION SPECIFICATION**

**STRUCTURE :**

**BUILDING** : R.C.C. framed building.

**WALLS** : Exterior Brick walls shall be 8" thick and all Partition walls shall be 3" thick.

- FLOORING** : All flooring is floor tiles (2x2) with 4" high skirting.
- TOILET** : One Commode, One Cistern, One Basin, One Shower All white and tiles flooring.
- KITCHEN** : A black stone cooking platform with steel sink and One tap along with 2' height white glazed tiles upon The cooking platform.
- DOOR** : Wooden frames and hot pressed flush door primer .  
With primer paint.
- WINDOW** : Steel frame and panel fitting glass with M.S.  
Grill with primer paint.
- ELECTRICALS** : Concealed copper wiring with standard quality  
Switches and plug sockets, with necessary light  
And fan points but without light and fan.  
  
Each bed room one fan point two light point one 5 Amp  
plug socket point  
  
Kitchen/Dining – one fan point one chimney/exhaust two  
light point one 5 Amp plug point toilet one light point one  
exhaust point and one geyser point.
- OUTSIDE BUILDING:** Color paint finish.
- INSIDE WALLS** : Plaster of Paris finish.
- WATER** : Underground reservoir with pump and overhead  
Tank and Corporation water.
- N.B.** : Extra fittings and better quality fittings, extra  
Electrical points, fittings, extra civil work will be  
Provide at extra cost payable in advance.



IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

1. *Prabhu Chakrabarty*  
D 114 Durgam  
Col. 117.

2. *Sudip and Sapan*  
*Alipore court*  
*Kol - 70027.*

*Bhadrati Chakrabarty.*

*Anindya Chakrabarty*

*Sabita Ganguly Chakrabarty*

*Debanan Chakrabarty*

*Chakrabarty*

*Udayan Chakrabarty*

\_\_\_\_\_  
SIGNATURE OF THE OWNER

M/S. R. S. CONSTRUCTION

*Rajiv Sen*

Proprietor

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted by:

*P. R. Chatterjee*  
Advocate  
Alipore Court *WB/18/88*  
Kolkata-700027

Typed by:

*Sudip Sen*  
Alipore  
Kolkata - 700 027



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....

SIGNATURE : .....



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....

SIGNATURE : *Bhaxati Chakraborty*



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....

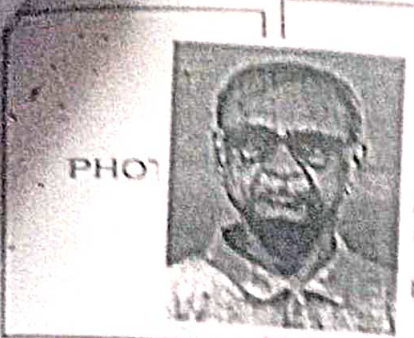
SIGNATURE : *Arindya Chakraborty*



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....

SIGNATURE : *Sabita Ganguly Chakraborty*



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER

NAME : .....  
 SIGNATURE : ..*Prakash Chakrabarty*..



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....  
 SIGNATURE : ..*Chakrabarty*..



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....  
 SIGNATURE : ..*Udayan Chakrabarty*..



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME : .....  
 SIGNATURE : ..*Rajiv Kumar*..

## Major Information of the Deed

I-1603-04839/2021	Date of Registration: 22/07/2021
1603-2000480272/2021	Office where deed is registered:
02/03/2021 5:14:40 PM	1603-2000480272/2021
<b>Applicant Name, Address &amp; Other Details</b> P R Roy Aliporer Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9748348206, Status : Advocate	
Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]
Set Forth Value	Market Value
	Rs. 57,50,002/-
Stamp Duty Paid (SD)	Registration Fee Paid
Rs. 7,050/- (Article:48(g))	Rs. 53/- (Article:E, E)
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assent slip.(Urban area)

### Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S C Mullick Road (Ramgarh Colony), , Premises No: 87/12/443E, , Ward No: 100 Pin Code : 700047



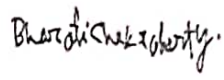
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha 30 Sq Ft		48,50,002/-	Width of Approach Road: 19 Ft.,
<b>Grand Total :</b>					6.6688Dec	0/-	48,50,002 /-	

### Structure Details :



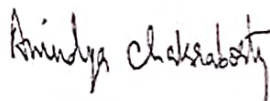
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	0/-	9,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		1200 sq ft	0/-	9,00,000 /-	

**Lord Details :**

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Smt BHARATI CHAKRABORTY</b> Wife of Late Bhabesh Ranjan Chakraborty Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office	 22/07/2021	 LTI 22/07/2021	 22/07/2021



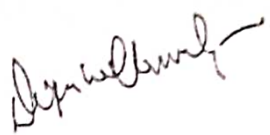
E-128, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AQxxxxxx6B, Aadhaar No: 30xxxxxxxx3226, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Shri ANINDYA CHAKRABORTY</b> Son of Late Digendra Nath Chakraborty Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office	 22/07/2021	 LTI 22/07/2021	 22/07/2021




E-128, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AHxxxxxx8H, Aadhaar No: 98xxxxxxxx2111, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Smt SABITA GANGULY, (Alias: Smt SABITA CHAKRABORTY)</b> Daughter of Late Digendra Nath Chakraborty Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office	 22/07/2021	 LTI 22/07/2021	 22/07/2021




E-128, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKxxxxxx5K, Aadhaar No: 56xxxxxxxx4582, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Shri DIPANKAR CHAKRABARTY</b> Son of Late Dinesh Chandra Chakraborty Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office	 22/07/2021	 LTI 22/07/2021	 22/07/2021

E-128, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ACxxxxxx5N, Aadhaar No: 73xxxxxxxx4268, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Shri DIBAKAR CHAKRABARTY</b> Son of Late Dinesh Chandra Chakraborty Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office	 22/07/2021	 LTI 22/07/2021	 22/07/2021

E-128, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ACxxxxxx9C, Aadhaar No: 41xxxxxxxx7065, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Shri UDAYAN CHAKRABARTY</b> Son of Late Dinesh Chandra Chakraborty Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office	 22/07/2021	 LTI 22/07/2021	 22/07/2021

E-128, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AQxxxxxx3C, Aadhaar No: 29xxxxxxxx7889, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office



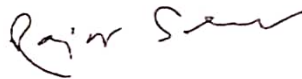
**Developer Details :**

Name, Address, Photo, Finger print and Signature



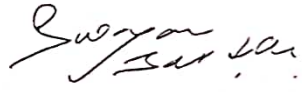
**M S R S CONSTRUCTION**

87/12/21D/1, Raja S.C. Mullick Road, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 , PAN No.:: B1xxxxxx1H, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri RAJAT SAHA (Presentant)</b> Son of Late Samarendra Prasad Saha Date of Execution - 22/07/2021, , Admitted by: Self, Date of Admission: 22/07/2021, Place of Admission of Execution: Office			
		Jul 22 2021 11:21AM	LTI 22/07/2021	22/07/2021
D-61/1, Ramgarh, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: B1xxxxxx1H, Aadhaar No: 81xxxxxxxx4379 Status : Representative, Representative of : M S R S CONSTRUCTION (as Proprietor)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Swapan Sardar</b> Son of Mr M Sardar Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	22/07/2021	22/07/2021	22/07/2021
Identifier Of Smt BHARATI CHAKRABORTY, Shri ANINDYA CHAKRABORTY, Smt SABITA GANGULY, Shri DIPANKAR CHAKRABARTY, Shri DIBAKAR CHAKRABARTY, Shri UDAYAN CHAKRABARTY, Shri RAJAT SAHA			

Transfer of property for L1

From	To. with area (Name-Area)
Smt BHARATI CHAKRABORTY	M S R S CONSTRUCTION-1.11146 Dec
Smt ANINDYA CHAKRABORTY	M S R S CONSTRUCTION-1.11146 Dec
Smt SABITA GANGULY	M S R S CONSTRUCTION-1.11146 Dec
Smt DIPANKAR CHAKRABARTY	M S R S CONSTRUCTION-1.11146 Dec
Smt DIBAKAR CHAKRABARTY	M S R S CONSTRUCTION-1.11146 Dec
Smt UDAYAN CHAKRABARTY	M S R S CONSTRUCTION-1.11146 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt BHARATI CHAKRABORTY	M S R S CONSTRUCTION-200.00000000 Sq Ft
2	Smt ANINDYA CHAKRABORTY	M S R S CONSTRUCTION-200.00000000 Sq Ft
3	Smt SABITA GANGULY	M S R S CONSTRUCTION-200.00000000 Sq Ft
4	Smt DIPANKAR CHAKRABARTY	M S R S CONSTRUCTION-200.00000000 Sq Ft
5	Smt DIBAKAR CHAKRABARTY	M S R S CONSTRUCTION-200.00000000 Sq Ft
6	Smt UDAYAN CHAKRABARTY	M S R S CONSTRUCTION-200.00000000 Sq Ft



2021

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

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

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

Presented for registration at 10:47 hrs on 22-07-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri RAJAT SAHA ..

**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 57,50,002/-

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

Execution is admitted on 22/07/2021 by 1. Smt BHARATI CHAKRABORTY, Wife of Late Bhabesh Ranjan Chakraborty, E-128, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 2. Shri ANINDYA CHAKRABORTY, Son of Late Digendra Nath Chakraborty, E-128, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 3. Smt SABITA GANGULY, Alias Smt SABITA CHAKRABORTY, Daughter of Late Digendra Nath Chakraborty, E-128, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 4. Shri DIPANKAR CHAKRABARTY, Son of Late Dinesh Chandra Chakraborty, E-128, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 5. Shri DIBAKAR CHAKRABARTY, Son of Late Dinesh Chandra Chakraborty, E-128, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 6. Shri UDAYAN CHAKRABARTY, Son of Late Dinesh Chandra Chakraborty, E-128, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service

Indetified by Mr Swapan Sardar, , , Son of Mr M Sardar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-07-2021 by Shri RAJAT SAHA, Proprietor, M S R S CONSTRUCTION (Partnership Firm), 87/12/21D/1, Raja S.C. Mullick Road, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Indetified by Mr Swapan Sardar, , , Son of Mr M Sardar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53/- ( E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2021 12:00AM with Govt. Ref. No: 192020210246229072 on 17-03-2021, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. 90011741 on 22-03-2021, Head of Account 0030-03-104-001-16

of Stamp Duty

that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 50/-, by  
Rs 7,000/-  
Description of Stamp  
Stamp Type: Impressed, Serial no AC2438, Amount: Rs.50/-, Date of Purchase: 05/07/2021, Vendor name:  
Subhankar Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/03/2021 12:00AM with Govt. Ref. No: 192020210246229072 on 17-03-2021, Amount Rs: 7,000/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. 90011741 on 22-03-2021, Head of Account 0030-02-103-003-02

*Debasish Dhar*

**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 150296 to 150331

being No 160304839 for the year 2021.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2021.07.29 17:51:05 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/07/29 05:51:05 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)