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18-07-2022

**DEVELOPEMENT AGREEMENT  
COUPLED WITH DEVELOPMENT  
POWER OF ATTORNEY**

THIS DEVELOPEMENT AGREEMENT with POWER OF ATTORNEY is made on the 06th day of July, 2022 (Two Thousand Twenty Two)

**BETWEEN**

21 JUN 2022

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SL. NO.....DL.....

Name- K. P. MAZUMDER (Adv)

ADD- High Court Calcutta  
Kolkata-700001

Rs.....

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-37

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DANGULY EVERA DEVELOPERS LLP

Designated Partner

7437

Sanjay Sinha

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Identified by me

Debabrata Mazumder

Sp- Late Santosh Kumar Mazumder

159, Garia Station Road

Kol- 84

DISTRICT SUB REGISTRAR, II  
SOUTH 24 P.S., ALIPORE  
21 JUN 2022

1) **SRI SANJAY SINHA (PAN : AISO9057712)**, Aadhaar No. 5473 5904 2574, son of Late Jyotirmay Sinha, by birth Hindu, by occupation Service, by nationality Indian, residing at Ghosh Park, Sector, Faridkot, P.O. Gurga, PS - Narendrapur, Kolkata - 700084, 2) **SRI SUJAY SINHA (PAN : BGYPS4598EL)** Aadhaar No. 9453 4624 35001, son of Late Jyotirmay Sinha, by birth Hindu, by occupation Service, by nationality Indian, residing at Kanchan Nandapani Upper Sighbour, Near Govt. Sr. Sec. School, Manuar, Sikkim - 737116, 3) **SMT JAYATI BOSE (PAN : AFAP1056704)**, Aadhaar No. 9050 5505 54290, a daughter of Late Jyotirmay Sinha, by birth Hindu, by occupation Housewife, by nationality Indian, residing at Civil Township, Kolkata - 4, Rajbari/Pathuri, Sundarbagh, Westka - 700014. Hereinafter referred to as the **LANDOWNERS PRINCIPALS** which term or expressions shall unless excluded by or otherwise repugnant to the subject of the contract be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and/or assigns of the **FIRST PARTY**.

**AND**

**GANGULY EVERA DEVELOPERS LLP**, PAN - YVFE0650951 a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered office at **156/17 PRINSHILIK** at 156, Ganga Station Road, P.O. - Gurga, PS - Narendrapur, Westka, Sonarpur, Kolkata - 700084 District - South 24 Parganas, and represented by its Partner **SRI AMIT GANGULY (PAN - AIFEN3346E)** son of Late Ramn Ganguly, by birth Hindu, by occupation Business, by nationalty Indian, residing at 156, Ganga Station Road, Post Office - Ganga Station, Narendrapur, erstwhile Sonarpur, Kolkata - 700084. Hereinafter referred to as the **"DEVELOPER ATTORNEY"** which term or expressions shall unless excluded by or repugnant to the



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SOUTH-WEST, ALUPORE  
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entirely be done to great and trouble its successors, legal representatives and assigns of the **SECOND PART**

**WHEREAS** the **LANDOWNER PRINCIPAL**, herein are the joint owner and owner and possessor of **ALL THAT** land measuring an area of about **1.0 decimal** be the same as the same as less to **1.11** share of total land of **21** decimal which has been more fully and particularly described in the First Schedule hereunder written

**AND WHEREAS** the Anand Mohan Chandra who owning and possessing land measuring **21** decimal within District – South Dy Parganas, P.S. Sonarpur, presently Nandhapur Manza, Khatun- Khatun, J.L. No. 17, R.S. Day No. 618 & 611 under R.S. Khatun No. 774, he died intestate on 02.01.1981 and thereafter upon death of his wife Anurupa Chandra on 02.01.1992, his property devolved upon their seven sons 1. Anandesh Mohan Chandra, 2. Sanandhan Mohan Chandra, 3. Nandesh Mohan Chandra, 4. Anandesh Mohan Chandra, 5. Ashok Chandra, 6. Subhendu Chandra, 7. Pralipendra Chandra, 8. Sandesh Chandra and three daughters 9. Anura Bose, 10. Smt. Paramita Saha, wife of late dyestroy Saha, 11. Smta. Mitra as their legal heirs and successors.

**AND WHEREAS**, the said Smt. Anura Bose, wife of late dyestroy Saha, got **1.11** share in the said land measuring **21** decimal.

**AND WHEREAS**, the said Smt. Paramita Saha, while possessing her **1.11** share in the said land measuring **21** decimal with her other co-sharer she entered into a Development Agreement with **GYNDLY**



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**HOME SEARCH PRIVATE LIMITED**, having its registered office at 267, Canal Station Road, P.O. Gang, P.S. Saurapur, Kodkula 280084, hereinafter referred to as the 'earlier Developer' which was registered in the name of the AISEE/Gazet and recorded in Book No. 1, CD Volume No. 2, Pages from 423 to 450, Being Deed No. 00028 for the year 2014. They also executed a Development Power of Attorney in favour of said **GANGULY HOME SEARCH PRIVATE LIMITED** which was registered in AISEE/Gazet and recorded in Book No. 1, CD Volume No. 1, Pages From 515 to 517, Being Deed No. 00010 for the year 2014.

**AND WHEREAS**, said 'earlier Developer' **GANGULY HOME SEARCH PRIVATE LIMITED** also entered into separate development Agreements with owners of other adjacent land and amalgamated the same into a single holding, bearing Rajpur-Saurapur Municipality Holding No. 96, Paschim Mahanagar, Ward no. 28, Kodkula, 280084.

**AND WHEREAS**, the said 'earlier Developer' on behalf of all landowners of the said holding, obtained a sanction Plan from the Municipality bearing Sanction Plan No. SA/CP/25/20 dated 18.08.2021 of the proposed G+2 storey building project.

**AND WHEREAS**, meanwhile for smooth construction the said earlier Developer namely **GANGULY HOME SEARCH PRIVATE LIMITED** entered into a Partnership with **VEDA CONSTRUCTION LLP** and the Partnership named **GANGULY EVERS DEVELOPERS LLP**, who took over the construction of the entire building project.



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MUTTERI PCO, ANKUR

20.12.2022



**AND WHEREAS,** the said Sunil Pruthi has died intestate on 12.06.2020 leaving behind her two sons, Sanjay Pruthi, Suresh Pruthi and one daughter Jayati Bose, the First Part herein as her only legal heirs and successors who jointly inherited the aforesaid 1/11<sup>th</sup> share of said Plot No. 5424, after deceased.

**AND WHEREAS,** after the sanction of planning Plan and other related requirements as aforesaid, now it became necessary to execute a fresh Development Agreement by the present Landowners in favor of the present Developer;

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

#### **ARTICLE 1 - DEFINITION**

In this Developers Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:

- 1.1 LANDOWNER** - Shall mean (1) **SRI SANJAY SINHA (PAN : AISP80577L)**, (Aadhaar No. 5473 5684 2571), son of Late Jyotiraj Surka by Late Huda, by occupation Service, by nationality Indian, residing at Ghosid Para, Aytala, Faridabad, P.O. Gurga, P.S. Narela/para, Bahkara - 20054, 2) **SRI SUJAY SINHA (PAN : HGGYPS459815)**, (Aadhaar No. 9453 4024 3500), son of Late Jyotiraj Surka by Late Huda, by occupation Service, by nationality Indian, residing at Baghara, Nandpuran Upper Sogruk, Near Govt. Sr. Sec. School, Mangar, Naskon - 20710, 3) **SMT JAYATI BOSE (PAN : APAP405671)**, (Aadhaar No. 0650 5505 5429), daughter of Late Jyotiraj Surka, by Late Huda, by occupation Housewife, by



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nationality Indian, residing at Civil Township, Bourkela - 1, Rajmahalpara, Boudhpara, Odisha - 751001;

1.2 **DEVELOPER** shall mean **GANGULY EYVIA DEVELOPERS LLP** (PAN - AATF890931), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at **SECRET PREMISES**, at 1st Ganga Station Road, PO - Ganga, PS - Navrangpur, presently Sonapur, Kolkata - 700051, District - South 24 Parganas, and represented by its Partner **SRI ANUP GANGULY**, PAN - AATF890931 son of Late Banga Ganguly, 16 Ganga Hindu, by occupation Business, by nationality Indian, residing at 174, Ganga Station Road, Post - Dheya, Ganga, Police Station - Navrangpur, erstwhile Sonapur, Kolkata - 700051.

1.3 **SAID PREMISES** shall mean 1.11 share of ALL THAT piece are parcel of the land total measure; at an area of about 21 decimal be undivided 1.9 decimal in R.S. Station No. 774, R.S. Dag No. 811 & 618, Mezas Kachans Part of rd. of L. No. 47, R.S. No. 1, Tong. No. 109, Baddan No. 96, Ganga Gardens, Kolkata - 700051, Police Station - Sonapur, under Ward No. 28 of Kaptan Sonapur Municipality in the District - 24 Parganas (south), more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

1.4 **NEW BUILDING** shall mean the sanctioned commercial & residential building to be constructed as per the plan sanctioned by the Kaptan Sonapur Municipality Building Department; or



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certain variation or deviation thereof subject to regulation/sanction by the Municipality.

- 1.5 **UNIT FLATS** shall mean the constructed area and/or spaces in the building or premises intended to be built and/or constructed area capable of being occupied and enjoyed independently in the building or premises to be constructed at the said premises.
- 1.6 **COVERED AREA** shall mean the total constructed area which will exclude corridors, staircases, passage gateway, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accumulating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 **SUPER BUILT-UP AREA** shall mean the total constructed area which will include corridors, staircases, passage gateway, water tanks, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accumulating common services to the New Building or Buildings to be constructed at the said premises.
- 1.8 **THE PLAN** shall mean and include the plan or plans, elevations, sections, drawings, designs and specifications of the New Building or Buildings as already sanctioned or yet to be sanctioned by the Municipality, Building Department in accordance with law.



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**1.9 LANDOWNER FIRST PART ALLOCATION** shall mean and include the following:

ALL THAT piece and parcel of One residential Flat viz. Flat No. 2A measuring 571 sq. ft. of Covered area equivalent to 771 sq. ft. Super Build up Area comprised of Two Bed Room, One Living dining space, One Kitchen, one Toilet and One Balcony on the Second Floor, North-Western side of the proposed building and U.T. space of 2 car measuring spaces along with proportionate share or interest of land within District – South 24 Parganas- P.S. Sonarpur, essentially Narandipara Mouza – Barhans Estate, J.L. No. 47, Kappur Sonarpur Municipality Holding No. 06, Paschim Medinipur, Ward no. 28, Kolkata – 700044 together with all its appurtenant areas, facilities, amenities attributable with the said building project subject to payment of common expenses payable by the owner's occupants of the said flats.

The Owners' Allocation- are more fully and particularly described in the Second Schedule hereunder written and the Flat is shown in the Plan Map annexed herewith as part of the Agreement delineated with KKH verpage hereunder.

BE IT MENTIONED HERE that the Landowners may exchange their allotted flats between themselves before receiving the possession letter from the Developer. The Landowners will also submit to the Developer accordingly. But the Developer or its agents shall be liable and responsible in above matter.

**1.10 DEVELOPERS ALLOCATION** shall mean and include the remaining sellable area at the Flats, recreational spaces and car



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WASH DC 20024  
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parking spaces in the Building proper as per the sanctioned Building Plan together with the common areas including roof and other landings, amenities along with underground proportional share or interest of the land, more fully and particularly described in the **Third Schedule** hereunder written.

**1.11 COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements obligations and duties of like nature of the other units in the said building or building or or upon such land or any part thereof, more fully and particularly described in the **FIFTH SCHEDULE** hereunder written.

**1.12 COMMON EXPENSES** shall mean the proportionate share of the costs charges and expenses for working maintenance improvement repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Municipal Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separately apportionment is not made in respect of the respective buyer and/or occupier monthly and particularly described in the **SIXTH SCHEDULE** hereunder written.



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**1.13 TAX LIABILITIES** The Landowner will also take the applicable Goods & Service Tax liability in respect of selling the flats under Landowner's allotment, if applicable.

**1.14 TRANSFER** with its grammatical variations shall include transfer by possession and by any other means (deemed for effecting what is understood as a transfer for space in a residential building, or purchase thereof) although the same may not amount to a transfer in law.

**1.15 TRANSFEREE** shall mean a person, persons, firm, limited company, Association of persons to whom any share and/or part in the building or buildings to be constructed at the said premises has been transferred.

**1.16** Words importing singular shall include plural and vice versa.

**1.17** Words importing masculine gender shall include feminine and neuter gender and vice versa.

## **ARTICLE - II COMMENCEMENT**

**2.1 THIS DEVELOPERS AGREEMENT** shall be deemed to have been commenced on and with effect from the date of this execution.

**2.2 THIS DEVELOPERS AGREEMENT** shall be treated as complementary to the earlier registered Development Agreement mentioned hereinafore and all any terms between the two



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Agreement, contradicts or conflicts with each other, the Terms and other Conditions mentioned in this Agreement shall prevail.

### **ARTICLE III**

#### **LANDOWNER FIRST PART RIGHTS & REPRESENTATIONS :**

- 3.1 The Landowner First Part are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the 111 share of the said above fully partitioned described in the FIRST SCHEDULE hereunder written.
- 3.2 Except the Landowner First Part and his legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3 The Landowner First Part is fully competent to enter into the Development Agreement.
- 3.4 The said premises is free from all encumbrances, charges, liens, dependencies, attachment, trusts, mortgages, mortgages whatsoever or howsoever.
- 3.5 There is no Thika Tenants on the said premises.
- 3.6 There is no Temple, Mosque, dhotter or burial ground on the said premises.
- 3.7 There is no excess vacant land at the said premises with the adjoining of the West Bengal Urban Land Ceiling and



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Regulations Act, 1974 and subsequent Amendment thereto. The Landowner First Part will assist the Developer in respect any problem faced in getting the final No Objection Certificate as per West Bengal Urban Land Ceiling and Regulations Act, 1976 subsequent amendments thereto.

#### ARTICLE IV

##### DEVELOPER'S RIGHTS

- 4.1 The Landowner First Part hereby grants, subject to what has herein been provided, an exclusive right to the Developer to build up and to commercially exploit the said premises and construct the New Building or Building on the said premises in accordance with the Building plan sanctioned by the Kaptipat Sonarpur, Building Department.
- 4.2 All applications, Building plans and other papers and documents as may be required by the Developer for the purpose of obtaining further sanction/permissions from the appropriate authority shall be prepared by the Developer at its own cost and shall be signed by the Landowner First Part and submitted by the Developer on behalf of the Landowner First Part at Developer's own costs and expenses for sanction of the Building plan or regularization thereof. All costs, charges and expenses required to be paid or deposited for submission of such plans or papers to the Kaptipat Sonarpur Municipal and other authorities shall be borne and met by the Developer. **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all returns or any



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of all payments and/or request made by the Developer in connection therewith.

#### **ARTICLE V-TITLE DEEDS**

- 5.1 That subject to proper receipts, the Landowner First Part shall deliver to the Developer all Original Deed and Documents of title in respect of schedule premises and hand over the possession of the said premises immediately on signing of this agreement where the Developer shall be entitled to keep until all acts, deeds and things to thereby be done. And after completion of the Owner's possession of the building project, the Developer shall handover the same to the Owner's possession.

#### **ARTICLE VI-CONSIDERATION**

- 6.1 In consideration of the Landowner First Part allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Landowner First Part allocation as stated earlier in Article 1, Part 19 of the instant Agreement and which is separately and particularly described in the **SECOND SCHEDULE** hereinafter written.

#### **ARTICLE VII-PROCEDURE**

- 7.1 The Landowner First Part also will execute Registered Development Power of Attorney after registered Development Agreement in favour of the Developer for the purpose of ensuring development of the project and obtaining necessary subsequent permissions and sanction/regularisation/completion from different authorities in connection with the development of



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the said First Schedule premises and also for pursuing up the matter with the Kappas-Sourapur Municipality and other statutory authorities and to enforce any covenant in any Agreement, Sale Deed, Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof except Land Owners' allocation.

### ARTICLE VIII SPACE ALLOCATION

- 8.1 The Developer shall on completion of the New Building or Buildings, put the Landowner First Part parcels in undisputed possession of the Land Owners allocated areas described in the Second Schedule hereto, together with indivisible rights in common areas and amenities and facilities along with all easement and quasi-easements rights within **48 (Forty Eight) months** instead of 36 months from the date of satisfaction as mentioned in each agreement in respect of the **FIRST SCHEDULE PREMISES**. However, if the Developer is unable to complete the building within the said time, the Landowner First Part will provide a further period of **6 (Six) months** free as a grace period.
- 8.2 That the Developer shall be liable and responsible for completion of the proposed building and put the Landowner First Part in undisputed possession of the Landowner's allocation together with all rights in common portions. The Landowners of total land measuring 21 decimal after getting possession of their allocation by executing a Deed of Partition shall demarcate their allocation and the Developer or his assignee shall be liable and responsible for any



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SOUTH ALIPORE ALIPORE  
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particular separation of the Landowner's allocation amongst the Landowner First Part

- 8.3 The Developer shall subject to the provisions hereinafter contained be exclusively entitled to the Developer's Allocation in the New Building on the date with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowner First Part Allocation to the Landowner First Part
- 8.4 Similarly the Landowner First Part shall be entitled to transfer or otherwise deal with or dispose of the Landowner First Part Allocation without any interference from the Developer after 9000 or peaceful vacant possession of his allocated areas from the Developer
- 8.5 That the Landowner First Part shall Sell and transfer their Allocation that to any Third Party at their choice subject to that the terms of the Agreement shall be binding upon their transferee and Terms of the transfer of the Developer and Terms of the Transfer of the Landowner First Part shall not be contradictory with each other
- 8.6 In case of transfer of owner's allocation by the Landowner's to any Third Party, the Purchaser's transferee shall abide by all



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terms and maintain all dispositions agreed by the Landowners First Part.

#### **ARTICLE IX BUILDING**

- 9.1** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.
- 9.2** The Landowner First Part shall be entitled to inspect the work of construction of his allocation during the construction of the said proposed new building or buildings of the said premises.
- 9.3** The quality of the materials to be used by the Developer in construction of the New Building or buildings shall be certified by the Architect from time to time and unless the same is certified the Developer shall not use the said materials.
- 9.4** Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.



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ALWAR, RAJASTHAN  
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- 9.5 The Developer shall at its own costs and expenses and without creating any lien or other liability on the Landowner First Part contract and complete the said New Building or Buildings and various units and/or apartments commercial spaces thereon in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alterations, modifications or deviations shall be made in the proposed construction without the consent of the Landowner First Part in writing;
- 9.6 All costs, charges and expenses, including Architect's fees or any damage, loss caused to any life or any property (moving to negligence, carelessness and in any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the Developer and the Landowner First Part shall bear no responsibility in this context. The Developer shall be liable to make good and hold the Landowner First Part harmless from and against any and all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages including but not limited to interest, penalties with respect thereto and out of pocket expenses including reasonable attorneys and accountants fees & disbursements that have arisen against the Landowner First Part due to any non-compliance of relevant statutes, laws, by-laws by the Developer in the course of development of the project. Further the Developer alone shall be responsible and liable for payment of all dues to its workers/employees and statutory compliance of labor laws, rules and regulations as are in force or introduced from time to time with respect to the



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employment of personnel, payment of wages, compensation, welfare, etc. and/or for any accidents or lack of safety resulting in injury or damage to workmen, plant and machinery of third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Landowner First Part.

#### **ARTICLE -X- COMMON FACILITIES**

- 10.1** The Developer shall pay and issue all the municipal taxes, water taxes in respect of the said purposes till the date of delivery of possession of the Landowner First Part Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its transferee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 10.2** As soon as the new building or buildings is complete and Completion Certificate be obtained from the Municipality. The Developer shall give notice to the Landowner First Part along with copy of the Completion Certificate regarding the Landowner First Part to take possession of their Allocations in the building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner First Part shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession notice of the said



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landowner First Part allocation, payable in respect of the said landowner First Part allocation by the Landowner First Part.

- 10.3** As and from the date of service of notice of possession of the Landowner First Part allocation in the New Building, the Landowner First Part shall also be responsible to pay and bear and shall forthwith pay on account to the Developer the proportionate service charges in respect of the new building to be a sum of Rs. 30 per sq. ft. or such other rate as may be decided by the Flat Owners' Association after its formation in respect of the Landowner First Part allocation, the said charges to include proportionate share of payment for the insurance of the building or buildings, water, fire and sewerage charges and taxes, lift, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for lift collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings, water, fire and sewerage charges and taxes, lift, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for lift collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all equipment wiring, pipes, electrical and mechanical, equipment's, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment's, stairways, escalators, lifts, passage ways, gardens, carways and other common facilities whatsoever as may be mutually agreed upon from time to time specifically



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particularly described in **SIXTH SCHEDULE** hereunder written.

**10.4** The Landowner First Part shall not do any act or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for the purpose the Landowner First Part keeps the Developer saved, harmless and indemnified.

**10.5** The Developer shall build a new building or buildings together with all rights in connection therewith together with common areas and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the owners in undisturbed possession of the Landowner First Part usable Allocation together with in-division rights in common areas and facilities as stated herein.

#### **ARTICLE XI – COMMON RESTRICTIONS**

**11.1** The Landowner First Part Allocation in the new building or buildings at the said premises shall be subject to the same restrictions on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all owners of the new building or buildings.

**11.2** The Landowner First Part shall not use or permit to use the Landowner First Part Allocation Developer's Allocation in the new building or buildings or any portion thereof for carrying on



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any obnoxious fumes and unusual trade or activity not use thereof or for any purpose which may cause any nuisance or hazard to the other occupants of the new building or buildings.

11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.

11.4 The parties shall abide by all laws, Bye Laws, Rules and Regulations of the Government Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye Laws, Rules and Regulations.

11.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or environment therein and shall keep other occupants of the building or buildings safe from and against the consequences of any breach.

11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any or any part of the new building or buildings or any part thereof and shall



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keep the Developer and other occupants of the said building harmless and indemnify them and against the consequences of any breach.

- 11.7** No goods or other items (except) shall be kept by the Landowner First Part or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner to the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be bound to remove the same at the risk and cost of the other.
- 11.8** Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compound, corridors or any other portion or portions of the new building or buildings.
- 11.9** The Landowner First Part shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the Landowner First Part's location and every part thereof for the purpose of maintenance or repairing any part of the new building and so for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining



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repairing and testing ducts, gas and water pipes and electric wires and for any similar purposes.

**ARTICLE XII – OBLIGATIONS OF THE LANDOWNER FIRST PART**

- 12.1** The Landowner First Part hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, and the Landowner First Part shall have the right to supervise the construction of the new building or buildings at the said premises personally.
- 12.2** The Landowner First Part hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from sealing, and/or disposing of any part of the Developer's Allocation in the new building or buildings or at the said premises subject to the delivery of the antecedent possession of the Landowner First Part allocation to the Landowner First Part by the Developer's within specific period.
- 12.3** The Landowner First Part hereby agrees and covenants with the Developer to pay all rates, taxes on and from the date of delivery of the possession of the Landowner First Part allocation to the Landowner First Part by the Developer.
- 12.4** The Landowner First Part shall cause to be named such person or persons as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale and



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transfer of the Developer's Allocation in favour of the intending purchasers.

- 12.5 The Landowner First Part shall act as a vendor at all times all cooperation and assistance to the Developer in construction and completion of the proposed building or buildings and the effectuating the sale and or transfer envisaged hereunder.
- 12.6 Upon the Developer's construction and delivering possession to the Landowner First Part of the Landowner First Part allocation, the Landowner First Part shall hold the same terms and conditions and restrictions as regard the use and maintenance of the buildings as the other flats purchasers of the buildings.
- 12.7 In case Developer needs to amalgamate the First Schedule land with any other adjacent land for betterment of the project, the same will be allowed without any objection and claim thereon by the Landowner First Part.
- 12.8 The Landowner First Part shall pay to the WSEBDC, the installation of individual electric meter when required.
- 12.9 That the Landowner First Part shall not have any right, title, interest or any part of Agreement or purchase of allocated Flat's or any part thereof and possession of Landowner's allocation to be handed over by the Developer to them within stipulated time of 48 Months as agreed by the Parties.



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**ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER**

- 13.1 The Developer hereby agrees and covenants with the Landowner First Part to complete the construction/delivery of the possession of the Landowner First Part of the new building or buildings at the said First Schedule premises in terms of the sanctioned plan within a period of **48 (Forty Eight) months** from the date of sanctioned building plan and if it is not at all possible to complete the construction a further time of **6 (Six) months** will be provided.
- 13.2 The Developer hereby agrees and covenants with the Landowner First Part not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.
- 13.3 The Developer hereby agrees and covenants with the Landowner First Part that hereinafter the Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and charges in respect of the said premises without any objection.
- 13.4 The Developer hereby agrees and covenants with the Landowner First Part not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the Landowner First Part.
- 13.5 In case the building project be rejected, delayed or otherwise was due to breach of contract by the Developer, subject to take notice, and there is default in hand over of possession within



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the time limit herein, then the Developer shall be liable to compensate the Landowner herein (Rs. 5,000/- per month for the period of 1 year delay. If failed to handover possession within 1 year then @ 30% raise per year of above said amount; and further delay will attract increment of with 50% .

#### **ARTICLE XIV - LAND OWNER'S INDEMNITY**

- 14.1** The Landowner First Part hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allotted space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and by its part to be observed and performed.
- 14.2** The Landowner First Part hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the Landowner First Part allocated at the said premises, on and from the date of delivery of the possession of the Landowner First Part allocation to the Landowner First Part by the Developer.

#### **ARTICLE XV-DEVELOPERS INDEMNITY**

- 15.1** The Developer hereby undertakes to keep the Landowner First Part indemnified against all third party claims and actions against it of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building or buildings at the said premises.



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15.2 The Developer hereby undertakes to keep the Landowner First Part indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect therein and/or for dealing with the Developer's acceptance as well as the owner share.

#### ARTICLE XVI MISCELLANEOUS

16.1 It is understood that from time to time facilitate the construction of the new building or buildings at the said premises by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner First Part and various applications and other documents may be required to be signed or made by the Landowner First Part relating to which specific provisions may not have been mentioned herein and the Landowner First Part hereby undertakes to cooperate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner First Part shall execute or sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owner and/or against the spirit of the Agreement.

16.2 That in case the Developer intends to take any loan from any bank or financial institution for development of said premises, the Landowner herein allows to deposit the Original Title Deeds for



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creation of equitable mortgage on such loan; however, the Landowner shall neither have any liability nor be responsible for repayment of such loan. It will be the sole responsibility of the Developer to repay such loan liability.

**16.3** The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and no member pays thereof. The Landowner First Part and the co-landowner First Part has/owner hereto agree to abide by all the Rules and Regulations of such Management Association/Building organization and hereby give his consent to abide by the same.

**16.4** As and from the date of handing over possession of Landowner's allotment to Landowner in the new building or buildings, the Developer and/or its transferees and the Landowner First Part and/or his transferees shall each be liable to pay and bear proportionate charges on account of applicable taxes payable in respect of the said building.

**16.5** The Developer shall not part with possession of any portion of the Developer's Allotment to any of its transferees until and unless the Developer shall make over possession of the owner's Allotment and comply with all other obligations of the Developer to the Landowner First Part.

**16.6** That the new building or buildings to be constructed on the said premises shall be known by a name to be fixed by the Developer.



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**10.7** The crane roof terrace of the building shall belong to the Landowner and the Developer in their area sharing proportionately. If the Rajgarh Sector Municipal Corporation allows any sanction of any further construction more than permissible FAR, such construction shall be made by the Developer at its own costs and expenses and the Landowner will be entitled to get 15% extra area on cost proportion for such additional sanction. But if for any additional sanction to the Holding, Municipal Corporation further area, the Landowners herein shall not and cannot claim any extra allocation for the same.

#### **ARTICLE XVII- FORCE MAJURE**

The clause herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majure clause. "Force-Majure" shall include natural calamities, Act of God, Flood, Flood waves, earthquakes and war, storm, tempest, fire, civil disturbance, or such strikes including by contract or construction agencies, lock out, transport strikes, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Revenue Government, Regulations, laws and or changes or any Municipal or other rules, laws or policies relating or likely to affect the project or any part or portion thereof, any claim or disputes or suits relating to or concerning the ownership, title, interest of the said Plot, Schedule land regarding the statutory department such as E.L.R.O, U.C. Municipality etc. shortage of essential commodities and in any circumstances beyond the control or reasonable estimation of the Parties herein.



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**ARTICLE XVIII- JURISDICTIONS**

The High Court at Calcutta and Courts subordinate thereto shall, exclusively, have jurisdiction to originate, try and determine all actions, suits and proceedings arising out of these provisions between the parties herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of the late total measuring an area of about **10 decimal** be the same a Bore above set out of the total land of 21 acre in R.S. Khata No. 111, out of which 100 Decimal in R.S. Dag No. 668 and 082 Decimal in R.S. dag No. 664, Mozza Barhata Farabad, C.L. No. 47, R.S. No. 7, Tour No. 109, Presently portion of Municipal Bahar; No. 06, Poshim Mahonagapur, Kolkata - 700054, in Police Station - Sonazari, under Ward No. 28 of Rajpur Sonapur Municipalty in the District - 24 Parganas - South, and the entire land is heretofore delineated as follows :-

**ON THE NORTH** : Land of Pospa Basak - Dag No. 668 ;

**ON THE SOUTH** : R.S. Dag No. 664;

**ON THE EAST** : 10 ft wide concrete road - Poshim Mahonagapur;

**ON THE WEST** : R.S. Dag Nos. 661, 662 & 640



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**THE SECOND SCHEDULE ABOVE REFERRED TO  
(LANDOWNER ALLOCATION)**

**ALL THAT** 75% and part of One residential Flat vide Flat No. 2A measuring 571 sq. ft. of Covered area equivalent to 771 sq. ft. Super Built up Area comprised of Two Bed Rooms, One Extra dining space, One Kitchen, one Toilet and One Room on the Second Floor, North Western side of the proposed building, and 1/4 share of 2 car parking spaces along with proportionate share or interest of land within 11-street - South 2d Pargana - P.S. - Sonarpur - presently Narayanganj - Moynas - Rajkias Farakka, D.L. No. 47, Rajar Sonarpur Municipality Holding No. 46, Zochar Mahanagar, Ward no. 25, Kolkata - 700051 together with all common areas, facilities, amenities attributable with the said building project subject to payment of contract charges payable by the owner's occupants of the unit holder.

The Flat is shown in the Plan Map annexed herewith as part of this Agreement referred with RFL/verge/145/14/11/11.

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

**ALL THAT** the shall mean and include the remaining built up area of Flats, common areas and car parking spaces as per the Building agreement Plan for the new building or buildings together with and and the common facilities which shall absolutely belongs to the Developer after providing for the Landowner Allocation to the Landowner as per stipulated per Developer's Agreement.



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**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(SPECIFICATIONS OF CONSTRUCTION)**

**1. Foundation & Structures**

a. RCC framed structure all the materials are to be best of quality and the steel should be from the Company of ISI mark

**2. Walls:-**

a. Plaster of Paris on the interiors of the walls and ceiling

b. All three external finish with ISO grade quality cement paint or Weather Coat

d. Doors - Main door should be polished finish door

e. A minimum sliding windows with large glass panes - Fixed window (Required)

f. Door handle of Solid wood

c. Solid size window or shut pressed phenol bonded Fibre glass or with asbestos or Iron regulated Co. with ISI mark. The locks of all doors will be of regular Co. like Godrej Doorset or ISI mark

**3. Floorings:-**

Flooring - Vitrified tiles of reputed company drawing number has size should be 3' x 3' size



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5. **Kitchen** – 2000 should be 27 x 27 sq.ft.
  - a. Coloured ceramic vitrified tiles up to height of 1.80 meter from cooking counter top
  - b. Kitchen working table counter top with granite to be used
  - c. Provision for exhaust fan
6. **Bathrooms:-**
  - a. Coloured designed ceramic tiles up to fixed height
  - b. Concealed plumbing system using standard make pipes and fittings of ISI mark
  - c. Water sanitary ware of ISI Mark with C.P. fittings, Bathroom furniture ware to be reported Co.
  - d. Provision for exhaust fan
7. **Lift** – Lift for all residents and should be of reputed Company
8. **Electrical:-**
  - a. PVC conduit pipes with copper wiring
  - b. 15 & 5 Amp Points one each in living room, bedroom, bathroom and kitchen, TV connections should be as Drawing during room.



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- v. M.C.B. make of paper Chandeliers installed in all Flats, floors & Blocks.
- 9. **Intercom Facilities** to be installed and to be inter-connected to all the flats and apartments.
- 10. **CCTV Surveillance** security system to be installed inside all blocks of the Building and the vacant area on the Ground Floor of the project.
- a. Electrical Chasing Bell point arrangement of residential Gate.
- b. Concealed Telecommunication wiring.
- v. Common lighting, street lighting, as required to be installed.
- 11. **Special Features**
  - a. Common Staff toilet in ground floor.
  - b. Deep tubewell and overhead tank will be provided.
  - c. Best treatment for water provided on the kind.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EASEMENT)**

- 1. The elements interrupted right of access in common with the landowner and his landowner and/or other occupants of the said building at all times and for all purposes connected with the use and enjoyment of the structures, partition, structural



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installations, catsheds, address, security barriers, main gate of the building and premises and, further, the passage leading to the building and staircase save and except the unconverted car parking spaces of the premises.

2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat unit by or from all parts of the building so far they now protect the same.
4. The right of passage in, over and under electricity and gas from and to the said flat unit through or pipes, drains wires and conductors or fittings or under through or pipes, drains, wires and conductors or fittings or under through or over the said building and premises so far as purpose of redistributing, repairing or electricity; any parts of the said flat unit in so far as such repairing or cleaning, as aforesaid herein, be reasonably carried out without such utility.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. The expenses for maintenance, repairing, work, washing, painting, repairing, cleaning or repairing or shifting, redecoration and cleaning, painting of all common bath rooms, the outer walls of the building, parking space, boundary wall, staircase, and boundary wall, main gate, kerbs, deep



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tabowell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

2. Cost of periodically inspecting, servicing, maintaining and ensuring that stand-by electrical and mechanical equipments and other plants and machinery in the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase landings and lift landings on all floors.
4. Lift well.
5. Lift machine installation.
6. Lift machine room.
7. Common passage and lobby on the ground floor excepting for parking space and entry.
8. Water supply water tanks water pipes and other common plumbing installations.
9. Electrical substation, electrical wiring, electric meter, generator room and fittings.



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10. Water and sewage evacuation pipes from the Units to drains and sewers running to the building;
11. Drainage, sewage and pipes from the building to the Rajpur Sonarpur Municipality drainage;
12. Pump room (if any);
13. Boundary walls and main gates;
14. Ventilation duct;
15. VRF VRF System, if installed;
16. Stair, other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage, to user and occupancy of the unit in common and as are stipulated by the Developer expressly or by the common parts after reconstruction of the building.

**AND WHEREAS,** in order to develop the said landed property mentioned in the First Schedule herein before in terms of this instant Agreement the **WE, the LANDOWNERS FIRST PART** herein as **PRINCIPAL**, do also hereby appoint the **DEVELOPER SECOND PART** herein as our lawful constituted Attorney-in-trust and execute this Power of Attorney in favour of the **DEVELOPER SECOND PART** above mentioned to do and execute the following acts on our behalf:

1. To hold and defend possession of the said premises and every part thereof and to exercise and to defend possession thereof from and in favour of person or



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persons occupying the same, desirous of purchasing the same, not use to manage, maintain and administer the said premises every year, the real

2. To demand, collect and receive consideration, payments and amounts, master profit, lease fees, stamp or other by charges, services Municipal Taxes and Rates and all other sums of moneys receivable in respect of the said premises in any part thereof any clause or clauses then in force the occupants hereunto pay masters of the said premises and to raise all just and reasonable allowance in respect thereof and to take all necessary steps whether by action, distress or otherwise to recover any sum of money in arrears in respect of the said premises from all or any one of more of the occupants hereunto paymasters of the said premises or any person or persons thereof and to raise bills and grants, valid receipts and discharges therefore without making us liable who shall fully exonerate the persons making such arrears
3. To pay all rents and taxes, charges, expenses and other out goings whatsoever payable for or in respect of the said premises or any part thereof or any individual share or shares thereof and to ensure and binding thereon against loss or damage by fire and/or other risks as he deemed necessary and/or desirable by our said Attorney and to pay all premium for such insurance
4. To sign and give any notice to any occupier of the said premises or the possessors of any portion thereof to quit or to re-part or to abate any nuisance or to make or modify any breach of covenants and/or for any other purpose whatsoever
5. To enter upon the said premises and every part thereof as he desired



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to view the state of repairs thereof and to require any occupier or lessee or purchaser as a result of such view to remedy any want of repairable any otherwise.

4. To enforce any covenant in any Agreement, Side Deed or other Landowner's Allocation, Declaration and/or Lease or Tenancy Agreement or any other document relating to the said premises or any part thereof and if any right to enforce arises in any manner under such covenants or under Notice to quit them to exercise such rights, amongst others.
7. To watch and prohibit and if necessary proceed against in due form of law against all trespassers on the said premises or any part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to take all measures and for such to enter into all contracts or arrangements with the trespassers.
8. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, substitution and/or reconstruction of and/or additions and/or alterations to any new or existing Buildings or Buildings or Structures on the said premises or any portion or portions thereof.
9. To make sign and verify all applications or objections to appropriate authorities for and any license, permission or consent etc. required by law in connection with management of the property or properties mentioned in Schedule 1 to law.
10. To effect mutation or separation of holding in the Revenue in



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Settlement Offices or Government Authorities and also all applications or objections or hearings and swear Affidavits relating to mutation in any other purpose in our names and on our behalf

11. To appear for and represent before the Board of Revenue, Collector any District Sub-Divisional Officer, any Magistrate Judge, Munsiff, Muzaffi Officer, any Magistrate, Judge, Munsiff, Settlement Officer, Kolsata Municipal Corporation Improvement Trust, C.M.D.A. Bar Hapale, Commissioners of any Division on all matter and things relating to estates etc. all.
12. To appear before and execute all formalities to submit plan, before the Kappur Sotarpur Municipality
13. To pay fees, obtain sanction for principal plan and realization and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Kappur Sotarpur Municipality for execution of plan sanctioning and modification and/or alterations of plans and also to submit and take delivery of title deeds comprising the said premises to create the as be required by the necessary authorities.
14. To build upon and exploit economically the said premises by making construction of building or buildings thereon and for that to arrange by us take down the existing structure of whatsoever nature existing thereon as may be constructed in future.
15. To appoint any Contractor sub-Contractor for construction work or building thereon and to award the same and engage now contractor



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to be done by his own & secret or as if said in the same personally

16. To apply for and obtain such certificate, permissions and clearances including but not limited to permissions from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Revenue and/or Land and/or Building; both Urban and Rural, as may be required for execution and/or Registration of any Sale Deed (except Landowner's Allocation), lease deed, mortgage deed or other documents of transfer in compliance with the terms of the Development Agreement supplied herewith concerning the said premises and also to appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such certificate and/or permissions.
17. To negotiate on terms, for and to agree and to sell the said space/spaces with flats and/or apartments and to be lying on a plot with common space and car parking spaces, shall etc. in the premises to any Purchaser or Purchasers either for space proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Attorney in his absolute discretion think proper.
18. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as he think fit.
19. To sign, execute and to enter into any Agreement or Agreements with any party, Firm or Company for sale or sales of space or spaces with



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upper structures or flats proportional share of land and/or carpet and ready or the same with the intending Purchaser or Purchasers in accordance with the terms of the Development Agreement entered into with:

20. To receive from the Intending Purchaser or Purchasers any banking money and or earnest money or advance or progressive advances and use the balance of the purchase money and to give good value receipts for the same which will protect the interest of purchaser or purchasers.
21. Upon such receipt as aforesaid and as our act and deed to sign and to execute and to deliver any Conveyance or Conveyances for the selling of proportionate share of land and or flat flats and or space with upper structures and or flat flats space proposed to be constructed and maintenance and reserved rights of the common areas of the proposed selling of space that proportionate share of land and or flat of the Purchaser or Purchasers or their nominee or nominees our said Attorney also put as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorney receive and acknowledge the advance and or banking money and or earnest money and or full consideration money from the intending Purchaser or Purchasers be treated as receipt and respectively from the Intending Purchaser or Purchasers as mentioned in Indenture made between the parties.
22. To sign and execute all other deeds instruments and assistance which be shall consider necessary and to enter into and or agree to such relevant and condition as may be required for fully and



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officially conveying the said property (share of land that that is, that space together with the easement right of the entrance passage) as ourselves to personally present

20. To prepare, sign, execute, submit, enter into, modify, cancel, cancel, draw, approve, present, of Developer's, allocation, for registration and actual registration of all papers, documents, deeds, contracts, agreements, Tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Delegation, Affidavit applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the powers herein contained including sale, assignment, tenancies and or lease and license permissions of the said premises and every or any part thereof and the termination of all contracts rights of occupancy use and or enjoyment by any person or persons whatsoever and also in connection with observing, fulfilling and performing all the terms, conditions and covenants of our part to be observed, fulfilled and performed under the terms of Development Agreement coupled herewith

21. To commence, prosecute, defend, defend, answer or oppose all actions and other legal proceedings and demands concerning any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be interested or concerned and also if thought fit give evidence and cooperate refer to Arbitration Tribunal, submit to judgment or before constituted or any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the Rent Controller, District Court and Small Cause Court



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25. To appear and represent before any court including District High Court and/or Individuals and not on our behalf and to appear, act and engage Advocate for instituting or defending any suit or proceeding in court of law and to sign all plaints, applications, petitions, written statements, etc. and to affirm any affidavit on our behalf and to bring to, may appoint Lawyer and to pay fees and charges and give the Vakalatnama on our behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.
26. To receive any payment and to deposit all monies including the Court Fee, Stamp Duty, Beneficiary Fees, receive returns and to receive and grant valid receipts and discharge in respect thereof.
27. For the better and more effectually executing the powers and authorities aforesaid to retain and employ Solicitors, Auctioneers, Maktabs and to debt collecting or other agents.
28. To institute, conduct and defend all proceedings for compensation and re-compensation in respect of the said Premises in any part thereof and to receive compensation payable in respect thereof and also to grant valid receipts and discharge thereof.
29. To appear and represent us before all authorities make commitments and give undertakings as be required for and in any of the purpose herein contained.
30. To appear before the Rajapur Sanjapuri Municipality and or other Authorities regarding the Tax Assessment or in any other way relating to the said Premises or any portion thereof or any individual



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share or shares therein

31. To observe, fulfil and perform all the terms, conditions and obligations herein part to be observed, fulfilled and performed under the said Development Agreement and to exercise all our rights therein
32. To appoint and/or terminate the appointment from time to time and to make either or others of any substitute or substitutes for exercising all or any of the authorities herein above contained
33. This Power of Attorney is related and collateral covenants of Development Agreement concluded here with in respect of Schedule Property between the Landowners/Partners of the Developer/Attorney and the Associate Developer if any
34. The Power conferred hereby to the Attorney is in terms of the Development Agreement concluded here with under the provision of Section 201 of the Indian Contract Act and shall remain in force only for the Development of the said property situated in Schedule B-1 and construction of the proposed building and Agreements for Sale and Sale Deeds in respect of the said premises

**AND GENERALLY** to do all acts, deeds and things concerning the said Deeds as in and thereof and for better execution of the aforesaid business mentioned which WE could have lawfully done under our own hands and seals, if personally present



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

**SIGNED, SEALED & DELIVERED**

by the Parties at Kolkata

in presence of:-

1. *Kaushik*  
Mahasweta Chakrabarty  
Garia, Kol-84

2. *Kebahanta Mazumdar*  
159, Garia Station Road.  
Kol-84

*Sanjay Sinha*  
*Jayoti Sinha*  
*Jayoti Bose*

**SIGNATURES OF FIRST PART**

**GANGSLY EYE/DEVELOPERS LLP**

*ACB*  
Designated Partner

**SIGNATURE OF THE DEVELOPER**

Drafted by:-

*Soma Chakrabarty*  
**SOMA CHAKRABORTY**

Advocate.

Baruipar Civil Court  
WB - 2618/99



DISTRICT SUB REGISTRAR  
SOUTH MYS. ALIPORE  
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**SPECIMEN FORM FOR TEN FINGER PRINTS**

Photo		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



Shivraj S. Dhar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Suryakant

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Jyoti B. B. B.

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



DISTRICT REGISTRAR  
BANGALORE  
6 JUL 2022

**SPECIMEN FORM FOR TEN FINGER PRINTS**



	LITTLE FINGER	Ring Finger	MIDDLE FINGER	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	MIDDLE FINGER	Ring Finger	LITTLE FINGER
Right Hand					



	LITTLE FINGER	Ring Finger	MIDDLE FINGER	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	MIDDLE FINGER	Ring Finger	LITTLE FINGER
Right Hand					

Rajesh



	LITTLE FINGER	Ring Finger	MIDDLE FINGER	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	MIDDLE FINGER	Ring Finger	LITTLE FINGER
Right Hand					



	LITTLE FINGER	Ring Finger	MIDDLE FINGER	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	MIDDLE FINGER	Ring Finger	LITTLE FINGER
Right Hand					

Debabrata Majumdar



DISTRICT SUPERREGISTRAR  
SOUTH ZONE, BANGALORE

6 JUL 2022





*Sanjay Sinha*



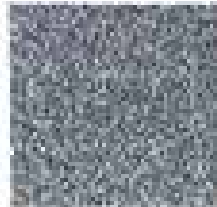




भारत सरकार  
Unique Identification Authority of India  
Government of India

Enrollment No.: D640/5310400411

To  
Sanjay Sinha  
CO-LETS (System) Office  
GOSWAMI NAGAR  
JAYTALA PARTABNAGAR  
KARMAKORAKATA  
SHRILAKSHMI MANGALAM FROUNT  
Rajpur Sonarpur (W)  
Kolkata  
South 24 Parganas West Bengal - 700084  
700084073



आधार संख्या / Your Aadhaar No. :

**5473 5884 2571**  
UID : 9156 7590 1416 0001

मेरा आधार, मेरी पहचान



भारत सरकार  
Unique Identification Authority of India



Sanjay Sinha  
Date of Birth/Dob: 01/12/1961  
Male MALE

**5473 5884 2571**  
UID : 9156 7590 1416 0001

मेरा आधार, मेरी पहचान



- ध्यान
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
  - पहचान का प्रमाण स्वीकृत करने/संशोधन करने का एक तरीका है।
  - आधार एक इलेक्ट्रॉनिक रूप में उत्पन्न किया गया है।

INFORMATION

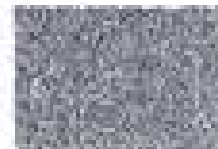
- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार पहचान से सर्वकारी और गैर-सर्वकारी सेवाओं का लाभ लेने में सहायता मिलेगी।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार  
Unique Identification Authority of India

Address:  
CO-LETS (System) Office, GOSWAMI NAGAR,  
JAYTALA PARTABNAGAR, KARMAKORAKATA,  
SHRILAKSHMI MANGALAM FROUNT,  
Rajpur Sonarpur (W), South 24 Parganas,  
West Bengal - 700084



**5473 5884 2571**  
UID : 9156 7590 1416 0001

Sanjay Sinha



आयुक्त विभाग  
FINANCIAL DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



भारतीय रिजर्व बैंक का  
Management Account Member Card  
BOYINPADOBE



नाम -  
BOYINPADOBE

पता -  
STATIONARY

पिन कोड -  
110011

नाम -



आयुक्त विभाग का पता -  
भारतीय रिजर्व बैंक का  
पता -  
नाम -

पता -  
पिन कोड -  
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पिन कोड -

आयुक्त विभाग का पता -  
भारतीय रिजर्व बैंक का  
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पिन कोड -

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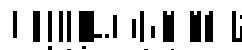
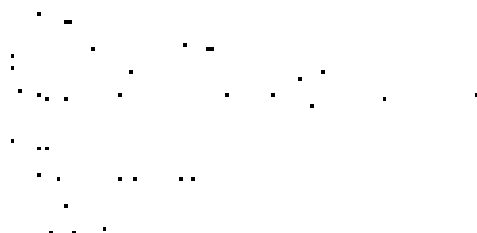




भारत सरकार

Government of India

संस्कृत विभाग



संस्कृत विभाग  
भारत सरकार

अंकित संख्या No

9453 4624 3500

- आम आदमी का अधिकार



भारत सरकार  
Government of India



9453 4624 3500

- आम आदमी का अधिकार







স্বাধীনতা সঙ্গীত

জ্যোতি বসু

স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী

স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী

স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী

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স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী

স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী  
স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী  
স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী  
স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী

স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী

স্বাধীনতা সঙ্গীত সংগ্ৰহণ কর্মসূচী



2024

भारत सरकार  
आयुक्तकर्मियों का केंद्र



श्री. **अशोक कुमार**  
आयुक्तकर्मियों का केंद्र  
आयुक्तकर्मियों का केंद्र  
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आयुक्तकर्मियों का केंद्र

आयुक्तकर्मियों का केंद्र

2024

भारतीय विशिष्ट शहनाई प्राधिकरण  
आयुक्तकर्मियों का केंद्र

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आयुक्तकर्मियों का केंद्र

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आयुक्तकर्मियों का केंद्र - Aam Admi ka Adhkar

आयुक्तकर्मियों का केंद्र

आयुक्तकर्मियों का केंद्र





GANGULY EVERA DEVELOPERS LLP

*[Handwritten Signature]*

Designated Partner



आयकर विभाग  
INCOME DEPARTMENT

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आ

भारत सरकार  
GOVT OF INDIA

आयकर विभाग  
INCOME DEPARTMENT  
11.11.1977



A. K. SINGH



11.11.1977

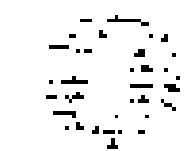






**ಕರ್ನಾಟಕ ಸರ್ಕಾರ**  
**ಕರ್ನಾಟಕ**  
**ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಾರ್ವಜನಿಕ**  
**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**



**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**  
**ಕಾರ್ಡ್ ಸಂಖ್ಯೆ** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**  
**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**  
**ಕಾರ್ಡ್** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**  
**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**  
**ಕಾರ್ಡ್** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**  
**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್** : **ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

*ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್*

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

*ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್*

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**

**ಸಂಪನ್ಮೂಲ ಕಾರ್ಡ್**











Transfer of the BANJAR SINGH, SHI SUDAR SINGH, SHI JAYANT BOSE, SHI ANU BANJALIN

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	SHI BANJAN SINGH	GANGULY MEHRA DEVELOPERS LLP 577 Dec
2	SHI SUDAR SINGH	GANGULY MEHRA DEVELOPERS LLP 577 Dec
3	SHI JAYANT BOSE	GANGULY MEHRA DEVELOPERS LLP 577 Dec

**Transfer of property for L2**

Sl.No	From	To, with area (Name-Area)
1	SHI BANJAN SINGH	GANGULY MEHRA DEVELOPERS LLP 577 Dec
2	SHI SUDAR SINGH	GANGULY MEHRA DEVELOPERS LLP 577 Dec
3	SHI JAYANT BOSE	GANGULY MEHRA DEVELOPERS LLP 577 Dec





**Enforcement For Deed Number . I - 160310933 / 2022**

**On 08-07-2022**

**Presentation(Under Section 52 & Rule 22A(3) 46(1)W.B. Registration Rules,1952)**

Presented for registration at 12.24 hrs on 08.07.2022 at the Registrar's office by SHRI AMIT BANERJEE

**Certificate of Market Value(WB PVI) rules of 2004)**

It is certified that the market value of the subject matter of the deed has been assessed at Rs. 15,41,877

**Admission of Execution | Under Section 53, W.B. Registration Rules, 1952 |**

Execution authenticated on 08.07.2022 by 1. SHRI KANJAN KUMAR, Son of Late MOTIRAM SARKAR, CHHISA, PARA, MANDAL, PARCANA, P.O. MANSA, Taluka Saranpur, South 24 Parganas, West Bengal, Pin No. 743004. by case No. 160310933/2022 by Professor Officers 2. SHRI SUJAY SARKAR, Son of Late MOTIRAM SARKAR, STATION ROAD, SIKHAR, CHHISA, MANSA, P.O. MANSA, Taluka MANSA, North 24 Parganas, West Bengal, Pin No. 743004 by case No. 160310933/2022 by Professor Officers 3. SHRI LAYAL KUMAR, Son of Late MOTIRAM SARKAR, RAGHUNATH APARTMENT, 46/3/1, JAYANTA NAGAR, 15, Saranpur, GURUSA Taluka, Pin No. 743004 by case No. 160310933/2022 by Professor Officers

Witnessed by SHRI DEBODRATA MAJUMDAR, Son of Late BANINDRA KUMAR MAJUMDAR, 10, GARA STATION ROAD, P.O. GARA, Taluka Saranpur, South 24 Parganas, West Bengal, Pin No. 743004 by case No. 160310933/2022 by Professor Officers

**Admission of Execution | Under Section 53, W.B. Registration Rules, 1952 | (Representation)**

Execution authenticated on 08.07.2022 by SHRI AMIT BANERJEE, PARTNER, GARA, 10, GARA STATION ROAD, 160 GARA STATION ROAD City, North West P.O. GARA, Taluka Saranpur, District South 24 Parganas, West Bengal, Pin No. 743004

Witnesed by SHRI BANINDRA KUMAR MAJUMDAR, Son of Late BANINDRA KUMAR MAJUMDAR, 10, GARA STATION ROAD, P.O. GARA, Taluka Saranpur, South 24 Parganas, West Bengal, Pin No. 743004 by case No. 160310933/2022 by Professor Officers

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

**On 07-07-2022**

**Payment of Fees**

Deed has been registered after fee is paid in full as per amount of Rs 6000/- (Rs 2400/- for ad valorem duty, Rs 3600/- for registration fees) and by order No. 24

Discharge of Deed Payment using Government Receipt Form by Govt GA PS, Saranpur, Saranpur, West Bengal on 06.07.2022 at 14PM with Govt Ref No. 19202229036470711 on 06.07.2022 Amount Rs. 24000/- Bank Code: BKID000, Branch: Saranpur, Ref No. 42300375 on 06.07.2022 Head of Account: 19202229036470711



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for the document is Rs. 5000/- and Stamp Duty paid by Bank Rs. 5000/-

Bank name of Payment Long Government Revenue Portal System (SR-45) Finance Department Govt of WB  
Sl. No. 15/2022-23/4341 with Govt Ref. No. 122/22222222222222 Date 06/07/2022 Amount Rs. 5000/- UTM  
Sl. No. 15/2022-23/4341 Ref. No. 122/22222222222222 Date of Receipt 06/07/2022 1000000000

At,

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

**On 16-07-2022**

**Certificate of Admissibility(Rule 4),W.B. Registration Rules- 1952)**

Adm. Sub-division No. 21 of West Bengal Registration No. 15/2022-23/4341 with Stamp duty stamped under schedule 1A. Article number - 51  
Registered in Stamp No. 1800

**Payment of Fees**

Certificate fee - Rs. 1000/- Registration Fee - Rs. 1000/- Document fee - Rs. 1000/- Rs. 2000/- Rs. 2000/- Rs. 2000/- Rs. 2000/-  
and registration fees paid by Cash Rs. 32

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for the document is Rs. 5000/- and Stamp Duty paid by Stamp Rs. 100  
Government Stamp

Sl. No. 15/2022-23/4341 with Govt Ref. No. 122/22222222222222 Date of Receipt 21/06/2022 Amount Rs. 5000/- UTM  
Sl. No. 15/2022-23/4341 Ref. No. 122/22222222222222 Date of Receipt 21/06/2022 1000000000

At,

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

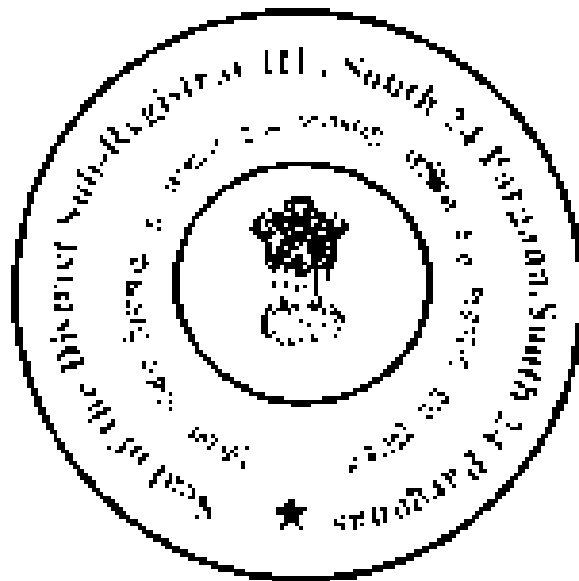


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022. Page from 391283 to 391347

being No 160310933 for the year 2022.



Digitally signed by Debasish Dhar  
Date: 2022.07.18 19:24:40 +05:30  
Reason: Digitally signed by Debasish Dhar

{Debasish Dhar} 2022/07/18 07:24:40 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

[This document is digitally signed.]