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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AG 792447

12-45
27/06/22

2/1877/02/22

Additional Registrar of Assurances-II
Kolkata

Certified that the Document is admitted to
Registration and the stamp and fee thereon
are the part of the document.
Additional Registrar
of Assurances II Kolkata

27 JUN 2022

JOINT VENTURE DEVELOPEMENT AGREEMENT

THIS JOINT VENTURE DEVELOPEMENT AGREEMENT MADE THIS THE
27TH..... DAY OF JUNE, TWO THOUSAND TWENTY TWO, IN KOLKATA.

22 JUN 2022

28275

No.....Rs. **100/-** Date.....

Name:.....

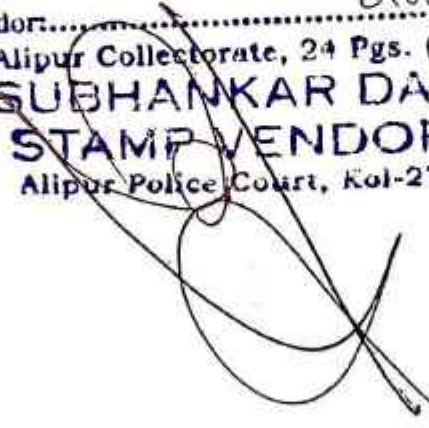
Address:.....

Vendor:.....

Ashalata Mondal & Co.
Sulanguri Colony,
Gouranga Nager.

P.S. Newtown
KOL-159.

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



1
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 JUN 2022

Milon Sardar
S/O A.Z. Sardar
Santoshpur Pandarhate
Kolkata, 700066,

BETWEEN

(1) MRS. ASHALATA MONDAL (having PAN – FZVPM1758N, Aadhar No. – 4882 9275 7334, Mobile No. – 7278502565), wife of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Sulanguri Colony, Gouranga Nagar, District - North 24 Parganas, PIN - 700159, Post Office - Gouranga Nagar, Police Station – New Town, West Bengal, India,

(2) MR. BIDYUT KUMAR MONDAL (having PAN – ADRPM1325J, Aadhar No. – 8844 2331 9741, Mobile No. – 8945807083), son of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Trilakya Nagar, Uttar Bagdogra, District - Darjeeling, PIN - 734014, Post Office - Bagdogra, Police Station - Bagdogra, West Bengal, India,

(3) MR. BIPLOB KUMAR MONDAL alias BIPLOB MONDAL (having PAN – AMAPM0852A, Aadhar No. – 2530 9814 5376, Mobile No. – 8240434832), son of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Sulanguri Colony, Gourango Nagar, District - North 24 Parganas, PIN - 700159, Post Office – Gouranga Nagar, Police Station – New Town, West Bengal, India,

(4) MRS. SWAPNA HALDER (having PAN – AKBPH4798R, Aadhar No. – 4000 7451 2895, Mobile No. – 9051109255), wife of Mr. Hari Charan Haldar and daughter of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Aswinipally School Road, Maniknagar, Barasat(m), District - North 24 Parganas, PIN - 700124, Post Office - Barasat, Police Station - Barasat, West Bengal, India,

(5) MRS. JHARNA BISWAS (having PAN – CAJPB0852L, Aadhar No. – 5559 2876 2003, Mobile No. – 9304232332), wife of Mr. Shyamal Biswas and daughter of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Chandsi Building Pathal Kudwa Barhi Toli Purulia Road, Near Badshah Lodge Ranchi, District - Ranchi, PIN - 834001, Post Office - Lalpur, Police Station – Lalpur, Ranchi, Jharkhand, India,

(6) MRS. SANTWANA MONDAL (having PAN – AJFPM3780P, Aadhar No. – 8971 9391 4720, Mobile No. – 9378002967), wife of Mr. Biren Mondal and daughter of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Gopal Nagar Road,

Ward No.6, Coopers Camp, Ranaghat – I, Nadia, District - Nadia, PIN – 741232, Post Office – Coopers Camp, Police Station – Coopers Camp, Ranaghat, West Bengal, India,

(7) MRS. APARNA GHOSH (having PAN – CNBPG9637F, Aadhar No. – 9463 0507 6773, Mobile No. – 9874469773), wife of Mr. Dilip Ghosh and daughter of Late Kumud Bandhu Mondal, by Nationality Indian, residing at Chandiberia Sarada Nagar, Rajarhat, Gopalpur(M), Krishnapur, District - North 24 Parganas, PIN - 700102, Post Office - Krishnapur, Police Station – New Town, West Bengal, India

hereinafter jointly referred to as the **"OWNERS"** (which expression unless excluded by or repugnant to the context shall mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S, VALUE HOMES CONSTRUCTION (having PAN – AARFV9588M), a Partnership Firm incorporated under the Partnership Act, 1932, having its office at Ramkrishna Pally, Post Office – Gourangonagar, Police Station – New Town, Kolkata – 700159, West Bengal, India and represented by its Partners (1) MR. KAJAL KUMAR MALLICK (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile No. – 9681868699), son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, (2) MR. SWAPAN KUMAR DAS (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375), son of Mr. Amar Chandra Das, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, AND (3) MR. SANTIMOY KUNDU (PAN – AKQPK8126R, Aadhar No. – 7763 3201 7336, Mobile No. – 9830024728), son of Late Gopal Chand Kundu alias Gopal Chandra Kundu, residing at Lalkuthi, Purbayen, Post Office -Gopalpur, Police Station - Newtown, Kolkata - 700136, West Bengal, India, hereinafter referred to as the **"DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/ or successors in office/interest) of the **OTHER PART**.**

WHEREAS:-**DERIVATION OF TITLE OF A PORTION OF LAND IN R.S/L.R DAG NO. – 2810 IN
MOUZA - GHUNI BEING PLOT OF LAND NO. – 1**

1. By virtue of a **Sale Deed dated 06.06.1969** registered in the office of the Sub Registrar, Cossipore – Dum Dum and recorded in Book No. – I, Volume No. – 68, Page – 1 to 3, Being No. – 4225, for the year 1969, one **Dhirendra Nath Chakraborty** purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **35 Decimal** comprised in **R.S Dag No. – 2810** (C.S Dag No. 2606), R.S Khatian No. – 408, in **Mouza – Ghuni**, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, from one Kamalesh Kumar Roy Chawdhury & others for a valuable consideration and became absolute owner and seized, possessed and well sufficiently entitled to abovementioned about **35 Decimal** of land comprised in R.S Dag No. 2810, in **Mouza – Ghuni**.

2. By virtue of a **Sale Deed dated 01.06.1973** registered in the office of the Sub Registrar, Cossipore – Dum Dum and recorded in Book No. – I, Volume No. – 96, Page – 35 to 37, Being No. – 4468, for the year 1973, one **Aditya Roy Chawdhury** purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **33 Decimal** comprised in **R.S Dag No. – 2810** (C.S Dag No. 2606), R.S Khatian No. – 408, in **Mouza – Ghuni**, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, from said Dhirendra Nath Chakraborty for a valuable consideration and became absolute owner and seized, possessed and well sufficiently entitled to abovementioned about **33 Decimal** of land comprised in R.S Dag No. 2810, in **Mouza – Ghuni**.



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

GRN Details

GRN: 192022230057232251 Payment Mode: Online Payment
GRN Date: 23/06/2022 13:03:59 Bank/Gateway: State Bank of India
BRN : CKU0226356 BRN Date: 23/06/2022 13:06:55
Payment Status: Successful Payment Ref. No: 2001877102/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Hili Das Associates
Address: 2, Harish Sikdar Path, Kolkata - 700012
Mobile: 9804224962
Depositor Status: Solicitor firm
Query No: 2001877102
Applicant's Name: Mr Milon Sardar
Identification No: 2001877102/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001877102/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2001877102/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	14942

IN WORDS: FOURTEEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

3. By virtue of a **Sale Deed dated 27.05.1981** registered in the office of the Sub Registrar, Cossipore – Dum Dum and recorded in Book No. – I, Volume No. – 112, Page – 281 to 283, Being No. – 5454, for the year 1981, one Kumud Bandhu Mondal, husband/father of the Owners herein, purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring **about 30 Decimal out of 33 Decimal** comprised in **R.S Dag No. – 2810** (C.S Dag No. 2606), R.S Khatian No. – 408, in **Mouza – Ghuni**, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, from said Aditya Roy Chawdhury for a valuable consideration and became absolute owner and seized, possessed and well sufficiently entitled to abovementioned **about 30 Decimal** of land comprised in R.S Dag No. 2810, in **Mouza – Ghuni**.
4. Afterward said Kumud Bandhu Mondal mutated his name in respect of the said **about 30 Decimal** land in **R.S Dag No. 2810** in **Mouza – Ghuni** and was assigned **R.S Khatian No. 538/1**. Subsequently, **L.R Dag No. 2810** and **L.R Khatian 538/1** in the concerned BL&LRO.
5. Said Kumud Bandhu Mondal during his life time sold 8.2497 Decimal of land out of said 30 Decimal of land and hence retained **about 21.7503 Decimal** equivalent to **13 Cottahs 02 Chitak 33 Square Feet** of land in **L.R Dag No. 2810** in **Mouza – Ghuni** under **L.R Khatian 538/1**. Due to widening the adjacent road said Kumud Bandhu Mondal had voluntarily foregone some area from the said retained land. Now the actual measurement of the retained land is **about 12 Cottahs 03 Chitak 24 Square Feet** which he was actually possessed.
6. On 24.04.1987 said Kumud Bandhu Mondal died intestate leaving behind the Owners herein as his legal heirs as per the Hindu Succession Act, 1956 and the Dayabhaga School Hindu Law by which he was governed till his death. After demise of said Kumud Bandhu Mondal the Owners herein became the joint owners in respect of **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring **about 21.7503 Decimal** equivalent to **13 Cottahs 02 Chitak**

33 Square Feet (after voluntarily foregoing some area of land for widening the adjacent road the actual land in possession became about **12 Cottahs 03 Chitak 24 Square Feet**) the comprised in **L.R Dag No. 2810, L.R Khatian 538/1, in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, hereinafter referred to as the "PLOT OF LAND NO. – 1"**, more fully and particularly described in the **Schedule – A** written below, together with all easement rights in equal proportion.

7. The Owners herein did not mutate their names in respect of the said **PLOT OF LAND NO. – 1** in the record of the concerned BL&LRO and other concerned authorities.

8. There are three plots of land being **(A) ALL THAT Sali (Agricultural) land** measuring about **09 Cottah 06 Chitak** comprised in **R.S/L.R Dag No. 2813, in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, along with right to use 6 Feet wide Common Passage together with all easement rights, afterward, said 06 Feet Common Passage was widen to about 16 Feet 5 Inches, hereinafter referred to as the said "PLOT OF LAND NO. – 2"**, more fully and particularly described in the **"Schedule – B"** written below, **(B) ALL THAT Sali (Agricultural) land** measuring about **26 Cottah 10 Chitak 40 Square Feet** comprised in **R.S/L.R Dag No. 2801, in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, along with proportional undivided half share in 10 Feet wide Common Passage together with all easement rights including right to use all Common Passage, hereinafter referred to as the said "PLOT OF LAND NO. – 3"**, more fully and particularly described in the **"Schedule – C"** written below, **AND (C) ALL THAT Sali (Agricultural) land** measuring about **01 Cottah 11 Chitak 22 Square Feet** comprised in **R.S/L.R**

Dag No. 2801, in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, along with proportional undivided half share in 10 Feet wide Common Passage together with all easement rights including right to use all Common Passage, hereinafter referred to as the said “PLOT OF LAND NO. – 4”, more fully and particularly described in the “Schedule – D” written below are contiguous to each other. The said PLOT OF LAND NO. – 2, PLOT OF LAND NO. – 3 and PLOT OF LAND NO. – 4 are owned by different land owners in respect of their respective share therein. The said PLOT OF LAND NO. – 1, PLOT OF LAND NO. – 2, PLOT OF LAND NO. – 3 and PLOT OF LAND NO. – 4 are contiguous to each other.

**BACK GROUND OF PLAN OF DEVELOPMENT AMONGST THE OWNERS OF
PLOT OF LAND NO. 1, PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 AND
PLOT OF LAND NO – 4**

9. The owners of the said PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO. – 4 were desirous of developing the said PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO. – 4 upon amalgamating those into a single plot of land and by constructing several residential-cum-commercial building/buildings consisting of several flats, shops, car parking, etc. along with common area on the said proposed amalgamated land, hereinafter referred to as the said “PROJECT”. Due to their incapacity of technical knowledge and paucity of funds and time had decided to develop the said PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO. – 4 with a suitable developer who has got the adequate experiences and also all capability and/ or means to undertake development of such Project.
10. The owners of the said PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO. – 4 had entered into three Registered Joint Venture Development Agreements dated 24th day of March 2022 vide Deed No. 3101/2022, 3102/2022 and 3103/2022 and linked developmental Registered

Power of Attorneys vide Deed No. 3128/2022, 3131/2022 and 3130/2022 duly registered in the office of the Registrar of Assurances – II, Kolkata with the Developer herein in respect of said **PLOT OF LAND NO – 2, PLOT OF LAND NO – 3** and **PLOT OF LAND NO. – 4** to develop the said **Project** thereon.

11. As the **PLOT OF LAND NO. 1, PLOT OF LAND NO – 2, PLOT OF LAND NO – 3** and **PLOT OF LAND NO. – 4** are contiguous to each other, the Owner herein have foreseen, conceived and understood the bright future prospect of the said **Project** and is desirous to be the part of the said **Project** by including their **PLOT OF LAND NO. 1** into the said **Project**. In such intention the Owners herein approach the Developer herein with the abovementioned proposal.
12. As per the abovementioned Registered Joint Venture Development Agreements dated 24th day of March 2022 vide Deed No. 3101/2022, 3102/2022 and 3103/2022 executed and registered by and between the owners of the said **PLOT OF LAND NO – 2** and **PLOT OF LAND NO – 3** and the Developer herein, the Developer herein has the right and liberty to enlarge the said **Project** any time by adding contiguous lands to the said **Project** and the owners of **PLOT OF LAND NO – 2, PLOT OF LAND NO – 3** and **PLOT OF LAND NO. – 4** shall have No Objection for that in whatsoever manner. In view of that the Developer herein has agreed to include the said **PLOT OF LAND NO. 1** in the said **Project**.
13. The Owner herein and the Developer herein are agreed to develop the said **PLOT OF LAND NO. – 1, PLOT OF LAND NO – 2, PLOT OF LAND NO – 3** and **PLOT OF LAND NO. – 4** upon amalgamating those into a single plot of land, **Totally** measuring about **49 Cottah 15 Chitak 41 Square Feet** (equivalent to **35996 Square Feet**), herein after referred to as the said **"PROJECT LAND"**, more fully and particularly described in the **"Schedule – E"**.

BACK GROUND OF THE DEVELOPER

14. The M/s **VALUE HOMES CONSTRUCTION**, is engaged inter alia in the business of undertaking development of real estate and has acquired expertise and has a professional team at its command for the purpose of undertaking development of real estate.

BACK GROUND OF THIS JOINT VENTURE DEVELOPMENT AGREEMENT

15. The Owners herein and the Developer herein had a detailed discussion about the prospects of the said **Project** and they have agreed to work on a "Principal-to-Principal" basis for mutual benefit and have decided on the roles and responsibilities in respect of development of the said **Project Land** and implementation of the said **Project** thereon.
16. The Owners herein are desirous to execute this Joint Venture Development Agreement and a linked developmental General Power of Attorney in respect of the **PLOT OF LAND NO – 1** in favour of the Developer separately from the owners of the said **PLOT OF LAND NO – 2** , **PLOT OF LAND NO – 3** and **PLOT OF LAND NO – 4** but this Joint Venture Development Agreement and the said linked developmental General Power of Attorney would be the part and parcel of the Joint Venture Development Agreements and a linked developmental General Power of Attorneys which had already been executed by the owners of the said **PLOT OF LAND NO – 2** in respect of the **PLOT OF LAND NO – 2** and the owner of the said **PLOT OF LAND NO – 3** in respect of the said **PLOT OF LAND NO – 3** and the owners of the said **PLOT OF LAND NO – 4** in respect of the said **PLOT OF LAND NO – 4** in favour of the Developer. All the Joint Venture Development Agreement and the linked developmental General Power of Attorney in respect of **PLOT OF LAND NO – 1**, **PLOT OF LAND NO – 2**, **PLOT OF LAND NO – 3** and **PLOT OF LAND NO – 4** would be jointly considered as the Joint Venture Development Agreement and the linked developmental General Power of Attorney of the said **Project** in respect of the said **Project Land** measuring about **49 Cottah 15 Chitak 41 Square Feet** (equivalent to **35996 Square Feet**).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I – DEFINITIONS

1.1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- (a) **ARCHITECT** shall mean any Architect or firm or firms of Architects, who may be appointed by the Developer for designing and planning of construction of the Building/ Buildings forming part of the said **Project**;
- (b) **ASSOCIATION** shall mean any company incorporated under the Companies Act, 1956, or newly formed company incorporated under the Companies Act 2013, or any Association formed and registered under the West Bengal Ownership Apartment Act 1972 or a Committee as may be formed under any act by the Developer for the maintenance of the common parts and portions of the building/buildings having such rules, regulations and restrictions as may be deemed proper and necessary upon mutual consent of the Owners and Developer and not inconsistent with the provisions and covenants herein contained;
- (c) **BUILDING** shall mean and include any building/buildings consisting of self contained independent units to be constructed erected and completed at or upon the said **Project land** in accordance with the map or plan as would be sanctioned by the competent sanctioning Authority and other concerned authorities and such modifications and/or alterations as may be deemed necessary by the Developer.
- (d) **BUILDING PLAN:** shall mean such building plan/plans for the construction of the multi-storeyed building(s) which shall be sanctioned by the Jyangra – Hatiyara Gram Panchayate No. – 2 in the name of the Owners herein for construction of the building including its

modification and amenities and alterations if made at the cost and expenses of the Developer.

- (e) **COMMENCEMENT DATE OF AGREEMENT** shall mean the date on which this Agreement is executed by and between the parties.
- (f) **COMMON PARTS AND PORTIONS** shall mean and include the corridors, pathways, stairways, internal and external passages, passage-ways, half-ways, landings, pump house, overhead water tanks, reservoirs, water pumps and motors, driveways, lifts, ultimate roofs, parking and other facilities etc. of the building/buildings, common lavatories and other common parts and portions of the said Project which shall be used in common by all the Owners, occupants, Developer and transferees of the said Building/Buildings and shall become part of the said Project;
- (g) **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Owners, occupants, Developer and Co-transferees and all other expenses for the Common Purpose as will be decided by the Developer in consultation with the Owners and transferees to be contributed, borne, paid and shared by the Owners, occupants, Developer and Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge;
- (h) **CONSENTS** shall mean the planning, permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out and completing the Development and Construction of the said **Project**;
- (i) **DEPOSITS/EXTRA CHARGES/TAXES** shall mean the amounts specified in this agreement to be deposited/paid by

Purchasers/transferees of the units or their respective transferees as the case may be to the Developer;

- (j) **DEVELOPMENT AGREEMENT** shall mean this Agreement between the Owners and the Developer herein for development of the said **Project** on the said **Project Land** (in which said **PLOT OF LAND NO. - 1** is a part) by constructing and erecting a Buildings thereon in accordance with the Plan or Plans to be sanctioned by concerned Authorities according to the specifications mentioned hereunder;
- (k) **DEVELOPER** shall mean the **M/s VALUE HOMES CONSTRUCTION** and shall include its successor and/ or successors in office/ and assigns.
- (l) **DEVELOPER'S ALLOCATION** shall mean **ALL THAT** the **62.6741%** of the total constructed areas and parking spaces on the Ground Floor together with undivided proportional share of land in the said **Project Land** and common areas, facilities, expenses and obligations of the said **Project**;
- (m) **HOLDING ORGANISATION** shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary consistent with the provisions and covenants herein contained;
- (n) **INTENDING PURCHASERS** shall mean the prospective purchases or transferees, who would agree to purchase and/ or acquire or shall have purchased any units, Flats, apartments, shops, offices, etc., all constructed spaces including open and covered parking spaces or other spaces in the said Project;
- (o) **OWNERS** shall mean the **Owner No. 1 to 7** above named and shall include their respective legal heirs, representatives, successors, administrators, and assigns;

- (p) **OWNER'S ALLOCATION** shall mean **ALL THAT** the following **09.7760%** of the total constructed areas of the multi storied building and parking spaces on the Ground Floor in the said **Project** as per the following percentage as per sanctioned Building Plan:

Owners	Percentage share in the Project Land	Percentage of Owner's Allocation in respect of own share in the Project Land	Percentage of Owner's Allocation in respect of total constructed areas and parking spaces on the Ground Floor in the said Project as per Sanctioned Building Plan
Owner herein	24.44%	40%	9.7760%
Owners of PLOT OF LAND NO. – 2	18.75%	43%	8.0625%
Owners of PLOT OF LAND NO. – 3	53.37%	34%	18.1458%
Owner of PLOT OF LAND NO. – 4	3.44%	39%	01.3416%
TOTAL	100%		37.3259%

together with undivided proportional share of land in the said **Project Land** and common areas, facilities, expenses and obligations of the said **Project** to be delivered without any cost/charges/fee to the Owners by the Developer, as the consideration for the Developer's share of the undivided proportionate share of land in the said **Project Land** as be appertained to the Developer's Allocation. The Owners shall delegate the power for transferring and assigning their undivided proportionate right, title, interest in the land in the said **Project Land** as be appertained to the Developer's Allocation to the Developer or its nominee/nominees by executing a development Power of Attorney to transfer and assign the same alongwith Developer Allocation to the intending purchaser(s)/nominee(s) of the Developer's Allocation.

- (q) **PARKING SPACES** shall mean the open/covered/ spaces of any vehicles to be provided in the said **Project**.
- (r) **PROJECT** shall mean the developing of the said **Project Land** by construction, execution, erection and completion of residential cum commercial building consisting of several flats, shops, car parking, etc. along with all the common area in accordance with the map or plan to be sanctioned by the competent sanctioning authority and/or any other authorities and constructed by the Developer in terms of this Agreement;
- (s) **PLAN** shall mean the Plan or Plans, Revised or Revalidated, to be sanctioned by the sanctioning authority and/or any other authority or authorities for development of the said **Project Land** and construction of the several building/buildings in the said **Project** and shall include such modifications and/or alterations as may be necessary and/or required from time to time at the recommendation of the Architect in consultation by the Developer;
- (t) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs, charges and expenses, including all fees payable to Architects, Engineers and other Agents and the sanction fee, legal expenses and all other amounts, which are paid or shall be incurred by the Developer prior to the Start date;
- (u) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals, who would be engaged and/or appointed by the Developer from time to time for carrying out the construction of the buildings, parking spaces and other common areas and portions of the said **Project**.
- (v) **SAID PROJECT LAND** shall mean and described in **Schedule – E** written below.

- (w) **SAID PLOT OF LAND NO – 1** shall mean and described in **Schedule – A** written below.
- (x) **SPECIFICATIONS** shall mean the specification with which the said building and/ or buildings in the said **Project**, shall be constructed, erected and completed as per the **SCHEDULE** hereunder written or such other specifications as may be recommended by the Architect. However, the specifications may be varied and/ or modified from time to time as may be mutually agreed in writing by all the parties;
- (y) **SERVICES** shall mean the electricity, water, generators, lifts, and drainage connections and other essential services to be provided at the said **Project** as may be necessary or required for beneficial use and enjoyment of the Units there at;
- (z) **START DATE** shall mean the commencement of development and construction on the said **Project Land** by the Developer upon sanction of the building Plan/Plans and obtaining all other required NOCs and permission from the concerned authorities;
- (aa) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees, charges and expenses required to be paid, incurred and disbursed by the Developer for the development of the said **Project** by constructing building/buildings there at, as more fully described in this agreement hereinafter;
- (bb) **TITLE DEEDS** shall mean all the original Deeds/documents of the **Project Land** of the Owners and all documents referred to hereinafter;
- (cc) **TRANSFER** - with its grammatical variations shall include transfer by deed/document and by other means adopted for effecting what is understood as a transfer of Units in multi-storied Buildings in the said Project to the transferees thereof as per law.

- (dd) **UNITS** shall mean the various flats, apartments, shops, offices and other spaces, including car parking spaces, comprised in the project to be developed and the Building/Buildings to be constructed thereon;

ARTICLE II – INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- (i) Any reference to any act of Parliament/Assembly whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye-laws, permissions or directions any time issued under it;
 - (ii) Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated;
 - (iii) Words denoting one gender shall include other genders as well;
 - (iv) Words denoting singular number shall include the plural and vice versa;
 - (v) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto;
 - (vi) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time as may be mutually agreed upon in writing by the parties hereto;

- (vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement;
- (viii) All the Schedules, maps/plans shall have effect and be construed as an integral part of this agreement.

ARTICLE III – MUTUAL REPRESENTATIONS AND WARRANTIES

3.1 At or before execution of this Agreement the Owners herein do and each of them doth hereby assure and represent to the Developer as follows:

- (i) That the Owners are absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the said **PLOT OF LAND NO – 1** as per their respective share and said **PLOT OF LAND NO – 1** is the part of the **Project Land** and each of the owners herein having their respective share or interest in the said **Project Land**;
- (ii) That the said **PLOT OF LAND NO – 1** is free from all encumbrances, liens charges, lispdens, claims, demands, liabilities, acquisition, requisitions and trusts whatsoever;
- (iii) That the Owners have a marketable title in respect of the said **PLOT OF LAND NO – 1**;
- (iv) That all statutory rates, taxes and other outgoings payable in respect of the said **PLOT OF LAND NO – 1** has been paid and/ or shall be paid by the Owners up to the date of this Agreement;
- (v) That if any issue arises relating to the land ceiling of the said **PLOT OF LAND NO – 1** within the meaning of the Urban Land (Ceiling & Regulation) Act 1976, the Developer shall resolve those issues at their own cost and expenses and responsibility;

- (vi) That the said **PLOT OF LAND NO – 1** or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said **PLOT OF LAND NO – 1** is not attached under any decree or order of any Court of Law or by the Income Tax Department or by any other Government authorities;
- (vii) That the Owners have not entered into any agreement for sale, transfer, lease, let out, mortgage, encumber, charge and/ or development nor have created any further interest of any third party into or upon the said **PLOT OF LAND NO – 1** or any part or portion thereof and shall not do those acts in respect of the said **PLOT OF LAND NO – 1** or any part or portion thereof being part of the said proposed **Project** prior to and/or during the subsistence of this agreement;
- (viii) That there is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said **PLOT OF LAND NO – 1** and there are no facts, which may give rise to any such dispute;
- (ix) That the Owners have not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to the Developer under this Agreement;
- (x) That there are no legal proceedings pending against the Owners for enforcing any agreement for sale, transfer, lease and/ or development in respect of the said **PLOT OF LAND NO – 1**;
- (xi) That the Owners are legally competent to enter into this Agreement in respect of Development of the said **PLOT OF LAND NO – 1**;

3.2 At or before entering into this Agreement, the Developer has also assured and represented to the Owners that the Developer has sufficient knowledge,

skill and expertise in the matter of development of a real estate Project and the Developer is financially capable to develop the said **Project Land /Project** and the Developer is legally competent to enter into this Agreement in respect of Development of the said **Project Land**;

ARTICLE – IV – OWNERS'S COVENANTS AND OBLIGATION

- 4.1 The Owners upon execution of this Agreement hand over the peaceful and vacant and khas physical possession of the said **PLOT OF LAND NO – 1** being part of the said **Project Land** to the Developer.
- 4.2 The Owners have agreed do all the deeds and thing and also sign and execute all deeds and documents required for and ancillary to the development of the said **Project/ Project Land** as and when required.
- 4.3 The Owners, along with this agreement, will grant a registered Power of Attorney in favour of the Developer or its nominee and/or nominees to authorize and enable the Developer to:
- a) Apply and obtain Mutation and correction in respect of the said **Project Land** from the concerned BL&LRO, Jyanga – Hatiyara Gram Panchayate No. – 2 and other competent authorities in the name of the Owners;
 - b) Apply and obtain conversion of the said **PLOT OF LAND NO – 1** being part of the said **Project Land** from *Sali* (Agriculture) to *Bastu* (Homestead) from the concerned BL&LRO and other competent authorities in the name of the Owners;
 - c) Apply and obtain sanction plan or plans and/or revised sanction plans of the said **Project**;
 - d) Apply and obtain all permissions, approvals, sanctions and/ or consents, NOCs etc as may be necessary and/ or required,

including permission from the Fire Department, Police and other authorities for development of the said **Project**;

- e) Represent the owners before all and every authorities including courts, tribunals relating to all affairs connecting to the said **PLOT OF LAND NO – 1** being part of the said **Project Land and Project**;
- f) To appoint Architect, Engineers, Contractors and other Agents for the said **Project**;
- g) Do all acts deeds and things for the purpose of giving effect to this agreement;
- h) To sign and register Agreement for Sale, Deed of Sale, all other Deed of Transfer, agreements etc and to receive all booking/earnest money, total considerations money and other money in respect of Developer's Allocation in the said **Project** and any part thereof;
- i) To handover the possession of the sold unit/portions to the intending purchasers of Developer's Allocation;

4.4 The Owners herein and the owners of the said **PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO – 4** shall execute the Deed of Amalgamation for making the said **Project Land** as and one plot and Deed of Boundary Declaration in respect of the **Project Land**.

4.5 The Owners shall not be entitled to repudiate, rescind and/ or cancel this Joint Development Agreement and the registered Power of Attorney as executed by the Owners simultaneously with the execution of this agreement hereof during the period of continuation of the development and completion of the said **Project** and the transfer/sell of the Developer's Allocation in the said **Project**.

- 4.6 The Developer discharging its part of the obligation contained, the Owners shall co-operate with the Developer for the construction and/ or erection of the proposed Project at the cost and expenses of the Developer as per the terms of the agreement and shall not do or cause to be done any act, deed or thing whereby the construction work may be hampered or delayed.
- 4.7 The Owners shall have the right to appoint engineer/architect at their own cost for inspection over the construction progress and quality of building materials of the proposed **Project**, as and when required.
- 4.8 The Owners shall be entitled to **ALL THAT** the 9.7760% [as the manner mentioned in Clause 1.1(p)] of the total constructed areas and parking spaces on the Ground Floor to be constructed as per the Sanctioned Building Plan and as per the specification mentioned in Schedule - G together with undivided proportional share of land in the said **Project Land** along with common areas mentioned in the Schedule - F and expenses and obligations of the said **Project** mentioned in Schedule - H to be delivered without any cost/charges/fee to the Owners by the Developer, in lieu of that the Owners shall delegate the power for transferring and assigning their undivided proportionate right, title, interest in the land in the said Project Land as be appertained to the Developer's Allocation to the Developer or its nominee/nominees by executing a development Power of Attorney to transfer and assign the same alongwith Developer Allocation to the intending purchaser(s)/nominee(s) of the Developer's Allocation. The Owners have agreed to grant the exclusive right of construction of the proposed **Project** as per the sanctioned Building Plan to the Developer and also have agreed give exclusive right to the Developer to sell and transfer the Developer's Allocation along with undivided proportional share of land in the said **Project Land** to anyone and at any cost and consideration as the Developer deem fit and proper.
- 4.9 The original title deeds of all the **PLOT OF LAND NO - 1**, shall be kept with the Developer without any question asked. All original Parcha from BL&LRO and various permissions/NOCs as obtained from various departments, shall be kept with the Developer.

ARTICLE V – DEVELOPER'S COVENANTS

- 5.1 The Developer is executing this Agreement holding the Owners' representations and warranties to be true.
- 5.2 The Developer herein shall fix the price, booking amount, rent, premium, license fees of the Developer's Allocation within the project areas and also devise and select the strategies, terms and conditions etc. for marketing of Developer's Allocation in this **Project**. The Developer can do the marketing by itself or may appoint any marketing company at such terms and condition and remunerations decided by the Developer for the Developer's Allocation. The Developer herein can sell, transfer, assign the Developer's Allocation to its nominee(s) as its choice.
- 5.3 The Developer shall be at liberty to enter into contracts with Engineers, Architects, Contractors, Consultants and other persons in connection with the construction of the said Project, preparation of building plan, modification plan, extension plan, other requisite sanctions, NOCs and for development of the said **Project Land** and/ or said **Project** at its own cost and it is also at liberty to engage and dismiss staffs, mistiries, labours, contractors, supervisors, overseers and other persons and to enter into all contract and obligation as may be necessary as the said Developer may think fit and proper at its absolute discretion.
- (i) On and after commencement of construction of the said Project the intending purchaser(s) of the Developer may mortgage and to raise money create charge on the Developer's Allocation or any part thereof in the said **Project** together with proportionate share in the land in the said **Project Land** or construction work-in-progress and take loan against it from any Nationalized Bank or Private Bank, Foreign Bank or any other financial institution at his own risk and liabilities and the Owners shall have no objection in this matter. However, the Owners agree and undertake to sign and execute all deeds, documents and instruments as may be necessary and/ or required from time to time

excepting that the Owners shall in no way be responsible and/ or liable for repayment of such loan amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from;

- 5.4 The Developer shall name the said **Project** and to fix sign board and give advertisement and to take any commercial measure to sell, transfer, lease, let out, etc. to anyone else out of Developer Allocation in the said **Project**.
- 5.5 The Developer shall be at liberty to devise and implement marketing and professional strategies and policies for the marketing of the Developer's Allocation in the said **Project** and shall be at liberty to engage any marketing agencies for the sale of Developer Allocation or part thereof.
- 5.6 Before the sanction of the plan of the said **Project** to be sanctioned by the competent authorities concerned, the Developer shall at its own cost, risk and responsibility, with the help of the Owners duly observe and perform the following:
- (i) to apply for and obtain all permissions, consents, approvals, sanctions, clearance, NOCs, etc., NOC /permissions under the provisions of the Urban Land (Ceiling Regulation) Act, 1976 and survey, mutation, rectification, conversion of the nature of the said **Project Land** from the BL&LRO, District Land Revenue authorities, Jyangra – Hatiyara Gram Panchayate No. – 2 and other concerned authorities as may be necessary and/ or required for undertaking development of the said **Project Land** at the cost, risk and responsibility of the Developer;
 - (ii) to do all deeds and things required for and ancillary to the entire development and management of the said **Project**.
 - (iii) Publish Notice in the Newspapers and put hoarding on the said **Project Land**.

- (iv) The Developer may assign/allow sub-contact of the right of development in respect of the whole or part of the said **Project Land** to such persons/ organizations as deem fit and proper.

ARTICLE – VI – COMMENCEMENT AND DURATION

- 6.1 This Agreement has commenced and/ or shall be deemed to have commenced on and with effect from the date of execution and registration of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).
- 6.2 This agreement shall remain in full force and effect until the development of the said Property and sale of the said project is completed in all respects in terms of this Agreement or any prior time as the parties may decide mutually.

ARTICLE – VII – TITLE

The Developer shall carry out necessary searches of the said **Project Land** after execution and registration of this agreement and upon scrutinizing and examining the title of the Owners and as well as physically verification it is proved that the title of the said **Project Land** is not clear and marketable the Owner shall pay back the entire amount which they have received from the Developer within seven days from the date of communication in this regard along with all expenses of the Developer.

ARTICLE – VIII – AUTHORITY TO ENTER

The Owners can enter into the **Project Land** during the construction at their will.

ARTICLE – IX – POWERS AND AUTHORITIES

To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners agree to execute a registered Development Power of Attorney in connection with this agreement nominating, constituting and appointing the Developer or its nominee(s) to be the true and lawful attorney of the Owners, to do, execute and perform all or any developmental work and ancillary deeds, jobs and

works in respect to the said **Project Land** as mentioned therein including enter into any agreement, Deed of Conveyance and Deed of Transfer in respect of Developer's Allocation in respect of the intending purchaser(s)/transferee(s) along with proportional share of land in the said **Project Land** at such price/consideration and to such the intending purchaser(s)/transferee(s) as the Developer deem fit and proper and retain the sale proceed and other receivables thereof and handover the possession thereof.

ARTICLE – X – REFUNDABLE SECURITY DEPOSIT

As per this agreement the Developer has paid to the Owners herein a sum of **Rs.5,00,000/- (Rupees Five Lakhs) only** in the manner mentioned in the Memo mentioned below as an Interest Free Refundable Security Deposit, hereinafter referred to as the said "**Security Deposit**". The Owners herein admit and acknowledge the same.

The Owners shall refund the said Security Deposit to the Developer at the time of receiving the Owners Allocation from the Developer OR the Owners may adjust the said Security Deposit, fully or partly, with the constructed area in the said **Project** valued at the then market price.

ARTICLE – XI – GRANT OF DEVELOPMENT RIGHT

In consideration of the payment of the said Security Deposit amount to the Owners as per this Agreement AND handing over **ALL THAT 9.7760%** [as the manner mentioned in Clause 1.1(p)] of the total constructed areas and parking spaces on the Ground Floor to be constructed as per the Sanctioned Building Plan and as per the specification mentioned in Schedule - F together with undivided proportional share of land in the said **Project Land** along with common areas mentioned in the Schedule - E and expenses and obligations of the said **Project** mentioned in Schedule - G without any cost/charges/fee to the Owners by the Developer and also Subject to the various terms, conditions and covenants recorded in this Agreement, in lieu of that the Owners shall delegate the power for transferring and assigning their undivided proportionate right, title, interest in the land in the said **Project Land** as be appertained to the Developer's Allocation to the Developer or its nominee/nominees

by executing a development Power of Attorney to transfer and assign the same alongwith Developer Allocation to the intending purchaser(s)/nominee(s) of the Developer's Allocation. The Owners have agreed to grant the exclusive right of construction of the proposed **Project** as per the sanctioned Building Plan to the Developer and also have agreed give exclusive right to the Developer to sell and transfer the Developer's Allocation along with undivided proportional share of land in the said **Project Land** to anyone and at any cost and consideration as the Developer deem fit and proper and handover the possession thereof.

ARTICLE – XII – TOTAL DEVELOPMENT COSTS

The Developer shall solely be liable to incur, bear and pay the entirety of all development costs and pre development cost.

ARTICLE – XIII – MUTATION, RATES AND TAXES

- 13.1 All rates, taxes, khajnas and outgoings on the said **PLOT OF LAND NO – 1** till the date of execution of this Agreement shall be borne, paid and discharged by the Owners. However, in the event of any sum paid in excess by the Owners, the Owners shall be entitled to refund of the same.
- 13.2 As from the date of execution of this Agreement the Developer shall be liable for all rates, khajnas and taxes as also other outgoings in respect of the said **Project Land** till the handover of the Owner's Allocation, thereafter the Owners shall become liable and responsible for payment of the panchayet and other concerned authorities' rates and taxes, khajnas and all other outgoings (collectively **Rates**) in the ratio of their respective units/ allocation.
- 13.3 As from the date of execution of this Agreement the Developer shall be liable for all rates, khajnas and taxes as also other outgoings in respect of the said **Project Land** till the handover or registration (which ever is earlier), as the case may be, of the Developer's Allocation to the intending purchaser(s)/nominee(s), thereafter the Owners shall become liable and responsible for payment of the panchayet and other concerned authorities'

rates and taxes, khajnas and all other outgoings (collectively Rates) in the ratio of their respective units/ allocation.

- 13.3 The parties shall bear their respective taxes as and when applicable.

ARTICLE – XIV – APPROVED PLANNING

- 14.1 Immediately after the execution of this Agreement upon getting and complying all deeds and thing mentioned in this Agreement the Developer shall cause a map or plan to be prepared for being submitted to The concerned authority.
- 14.2 All costs, charges and expenses for preparation of the said Plan including the architects fees and sanction fees shall be paid, borne and discharged by the Developer.
- 14.3 The Architect to be appointed by the Developer may be substituted from time to time as the Developer may deem fit and proper.

ARTICLE – XV –AUTHORISED REPRESENTATIVES

15.1 APPOINTMENT OF OWNERS' REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof, it has been agreed that **MR. BIPLOB MONDAL** shall be deemed to be the authorised representative for and on behalf of the Owners.

15.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and smooth implementation thereof, it has been agreed that **MR. KAJAL KUMAR MALLICK** shall be deemed to be the authorised representative of the Developer.

- 15.3 It is hereby expressly made clear that any act, deed or thing done by any of the said authorised representatives shall be final and binding on the parties to whom he/ they represent.

ARTICLE – XVI - DEVELOPMENT

Upon sanction of the building Plan, within Six Months from the date of execution and registration of this Agreement, by the concerned authorities upon obtaining all other permissions by the authorities concerned for carrying out the construction the Developer shall complete the development of the Owners Allocation within **FORTY TWO MONTHS** from the date of Sanction of the said Project plan and all revised plan from the competent authorities subject to the Force Majure conditions. The Developer shall complete the said **Project** as per the sanctioned Building Plan and specification mentioned in Schedule - G below along with Common Area mentioned in Schedule - F with good quality materials.

ARTICLE – XVII– ADVOCATE OF THE PROJECT AND FEES

The Developer has appointed Sri Subhabrata Das, Advocate, High Court at Calcutta as the sole legal consultant of this **Project**. The Developer and intending transferee, as the case may be, shall bear the fees of the said advocate as and when required.

ARTICLE – XVIII– CONTRIBUTION OF CHARGES – DEPOSITS AND ADVANCES

18.1 **CHARGES** – The Owners herein and the intending purchasers in the Owners' Allocation and the Developer's Allocation in respect of their respective unit shall liable to pay proportionally the under mentioned amount to the Developer:

- (i) share of Transformer cost/HT Services on actual;
- (ii) share of Generator cost on actual;
- (iii) Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder on actual, if any;
- (iv) Such charges as may be determined for formation of the Holding Organisation and/or Association of Owners;
- (v) GST, other taxes, if applicable;

- (vi) Legal charges
- (vii) Maintenance, Amenities charges.

- 18.2 In addition to the above each of the Owners and Intending Purchasers of units in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of rates, khajnas, taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchasers.
- 18.3 The aforesaid charges are indicative and the parties hereto in consultation with each other may from time to time mutually agree in writing and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers.
- 18.4 **SINKING FUND** – In addition to the above and in order to maintain decency of the said housing/commercial project to be constructed at the said **Project Land** and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the owners and intending purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be decided by the Developer and shall be deposited to a Developer's account.

**ARTICLE – XIX – MAINTENANCE OF THE COMMON PARTS AND PORTIONS
FORMING PART OF THE SAID PROJECT**

The Developer shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the said **Project** and also the common parts and essential services at the said **Project**. The Owners and each of the intending buyer/ purchaser/lessee/tenant/licensor acquiring a unit/ space in the said **Project** shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Holding Organisation/ maintenance company/ association or to the Developer till such time the Holding Organisation is formed.

ARTICLE – XX– FORCE MAJEURE

20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- (i) Fire;
- (ii) Natural calamity, Pandemic;
- (iii) Tempest;
- (iv) Declared and undeclared war, riot and civil commotion;
- (v) Any prohibitory order from the court, Panchayate and other Government authorities,
- (vi) Concerned government and semi-government departmental processing.
- (vii) Any relevant Government or Court orders with regard to the title of the said **Project Land** affecting the construction of the **Project**.

20.2 The Developer shall intimate in writing to the Owners' representative in case of development works stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project as well as completion of the Owners Allocation.

ARTICLE – XXII – HOLDING ORGANISATION

22.1 After completion of the said **Project**, the Developer shall cause a Society/Syndicate/Association/Company/LLP to be formed for the purpose of taking over of the control, maintain and administration of the common parts and portions and also for the purpose of rendition of the common services of the said **Project** until then the Developer shall control, maintain and administer the common parts and portions for the purpose of rendition of the common services of the said **Project**.

22.2 In the event of the control of the common parts and portions and the obligation of rendition of common services to the said **Project** the Developer may entrust to any Facility Management Company prior to making of the said

Holding Organisation (hereinafter referred to as the **MANAGEMENT COMPANY**).

ARTICLE – XXIII – OWNERS'/ DEVELOPERS' INDEMNITY

- 23.1 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owners and/ or arising from any successful claim by any third party for any defect in title of the said **PLOT OF LAND NO – 1**.
- 23.2 The Developers shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners resulting from breach of this Agreement by the Developers and/ or arising from any successful claim by any third party for any defect in the Development and construction of the said **PLOT OF LAND NO – 1**.

ARTICLE – XXIV – BREACHES

- 24.1 It is hereby made expressly clear that none of the parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to conciliation and if the conciliation fails then arbitration. The Owners and Developer hereby undertake not to do any act or deed or thing which may hinder and/or bring to a standstill the work of development in the said **Project**.
- 24.2 If the Developer fails to handover the Owner's Allocation to Owners within **Forty Two Months** from the date of Sanction of the said Project from the competent authority then the Developer will be liable to pay the penalty/liquidated damages for the delay to the Owners at the rate Rs. 25,000/- (Rupees Twenty Five Thousand) only per month.

ARTICLE – XXV – MUTUAL COVENANTS

- 25.1 The parties have agreed to render all possible co-operation and assistance to each other.
- 25.2 Neither of the Parties hereto shall do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and further to do all acts deeds and things as and when necessary and/or required for smooth implementation of this agreement.
- 25.3 In case of death of any owner(s), this Agreement and the Power of Attorney will get canceled/rescinded. The legal heirs of that deceased owner(s) shall execute and register a fresh Joint Venture Development Agreement and Power of Attorney together with the surviving owners and the Developer at the same terms and condition as this agreement and power of attorney without any further consideration and objection.
- 25.4 After sanctioning of the Building Plan the parties shall demarcate their respective allocations by executing a Supplementary Agreement which would be the part and parcel of this agreement. At the time of demarcating the respective allocations if there occurs any inequality in area as per agreed allocation then for making such allocation feasible the parties shall settle those inequalities (with the extent of upto 20 Square Feet) in allocation by paying the construction cost of that inequality and in excess of that 20 Square Feet the parties shall settle those inequalities by paying such amount which would be mutually decided by the parties.
- 25.5 The Developer shall handover the possession of the Owners Allocation before handing over the handing over the possession of the Developer Allocation to the intending purchaser(s)/transferee(s). Though the Developer can sell/transfer the Developer Allocation to the intending purchaser(s)/transferee(s).

25.6 The Developer shall have the liberty to enlarge the said **Project** any time by adding contiguous lands to the said **Project Land** and shall have the liberty to execute Joint Venture Development Agreements and linked General Power of Attorneys with the owners of the said added contiguous lands at a such ratio of allocations and such a consideration/security deposit and such a terms and conditions as the Developer deem fit and proper. The said added land would be the part and parcel of the said **Project**. Those subsequent Joint Venture Development Agreements and linked General Power of Attorneys in respect of the added lands would be the part and parcel of the Joint Venture Development Agreements and linked developmental General Power of Attorneys in respect of the said **PLOT OF LAND NO – 1, PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO – 4**. All the Joint Venture Development Agreements and the linked developmental General Power of Attorneys in respect of added lands along with the **PLOT OF LAND NO – 1, PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO – 4** would be jointly considered as the Joint Venture Development Agreement and the linked developmental General Power of Attorney of the enlarged **Project** in respect of the enlarged **Project Land**. The Owners allocations, time of handing over the owners' allocations and other terms and conditions in respect of the **PLOT OF LAND NO – 1, PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO – 4** as mentioned in the respective Joint Venture Development Agreements and the linked developmental General Power of Attorneys would not be altered by adding such additional contiguous lands to the **Project Land** and all respective allocation holders would commonly enjoy and access all common areas, facilities and amenities of the enlarged **Project**. The Owners herein and the owners of the **PLOT OF LAND NO – 2, PLOT OF LAND NO – 3 and PLOT OF LAND NO – 4** shall have no objection for that and they will not claim any extra allocations for such enlargement of the said **Project** and also they will execute all such deeds, documents and agreements required for such enlarging the **Project** at the cost and expense of the Developer without claiming further consideration.

ARTICLE – XXVI – NEGATIVE COVENANTS

As and by way of negative covenant, the Owners have assured and covenanted with the Developer as follows:

- (i) Not to enter into any agreement for sale, transfer in respect of the Developer's Allocation in the said **Project** or any part thereof.
- (ii) Not to cancel or rescind this agreement and claim or demand possession of the said **Project Land** and/ or said **Project** or any part thereof unless there is any breach.
- (iii) Not to create any interest of any third party into or upon the said Developer's Allocation in the said **Project** or any part thereof. But The Owners can mortgage or create charge on the Owner's Allocation of the of **Project** and the Developer shall provide all assistance and execute all required deeds and documents in this regard.
- (iv) Not to induct any occupant/ tenant after execution of this Agreement except as aforesaid.
- (v) Not to do any act, deed or thing which may be contrary or in violation of any of the terms and conditions of this agreement;
- (vi) To do all acts, deeds and things as may be necessary and/ or required from time to time.

ARTICLE – XXVII – DOCUMENTATION

All agreements, contracts, deeds and documents for sale on ownership or otherwise disposal of the units/ flats at the said Project shall be prepared by the Mr. Subhabrata Das, Advocate.

ARTICLE – XXVIII - MISCELLANEOUS

- 28.1 **RELATIONSHIP OF THE PARTIES** - The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or constitute an association of persons.
- 28.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said **PLOT OF LAND NO – 1** or any part thereof to the Developer or as creating of any right, title or interest thereof of the Developer other than the License to the Developer to commercially develop the same in terms hereof in the manner as contained herein.
- 28.3 **NON WAIVER:** Any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned, such tolerance or indulgence shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 28.4 **ENTIRE AGREEMENT:** This agreement supersedes all representations, understandings, writings and/or correspondence made between the parties hereto prior to the date of execution of this agreement. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties. This agreement also supersedes all documents exchanged between the Owners inter- se in respect of the said **PLOT OF LAND NO – 1**.
- 28.5 **COSTS:** Intending purchaser shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. The Stamp Duty and Registration charges towards this agreement, supplementary agreement, power of attorney etc shall be paid borne and discharged by the Developer.

- 28.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered or sent by speed post with recorded delivery and such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served two days after dispatch of the same by Speed Post at the address written above.
- 28.7 The time shall be the essence as regards the time and period mentioned herein and also the times and periods, which may be agreed between the parties are substituted or modified or extended in future in writing.
- 28.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 28.9 All Panchyet and BL&LRO taxes, rates, khajnas and other outgoings (hereinafter referred to as the **Rates & Taxes**) payable in respect of the said **PLOT OF LAND NO – 1** upto the date of execution of these presents shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer until handing over the possession of the Owners Allocation.
- 28.10 No modifications, amendments or waiver of any of the provisions of this agreement shall be valid and effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 28.11 This Agreement shall be binding on the parties hereto and their respective successors and assignees.
- 28.12 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail.

28.13 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably required for from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

28.14 In future, after sanction of the building plan and the modifications thereof if the competent authorities grant further permission of FAR/constructed area to the Project, then the Owners, transferees shall not object the Developer to construct the same. In this case the Owners and Developer agrees to share the newly constructed areas in accordance with a such ratio, cost and expense which would be decided by the parties mutually.

ARTICLE – XXIX – ARBITRATION

The parties as far as possible shall try to amicably resolve all disputes and differences which may arise but in the event of such differences and/or disputes are not amicably resolved then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to, arbitration and the provision of the Arbitration and Conciliation Act, 1996 shall apply. The Award of the Arbitral Tribunal shall be final and binding upon the parties;

ARTICLE – XXXI – JURISDICTION

All actions suits and proceedings arising out of these presents between the parties hereto shall have the jurisdiction where the **Project Land** exists.

SCHEDULE – A

(SAID PLOT OF LAND NO. – 1 ABOVE REFERRED TO)

ALL THAT piece and parcel of *Sali* (Agricultural) land measuring about **21.7503** Decimal equivalent to **13 Cottahs 02 Chitak 33 Square Feet** (after voluntarily foregoing some area of land for widening the adjacent road the actual land in

possession became about 12 Cottahs 03 Chitak 24 Square Feet) the comprised in L.R Dag No. 2810, L.R Khatian 538/1, in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2.

SCHEDULE – B

(SAID PLOT OF LAND NO. – 2 ABOVE REFERRED TO)

ALL THAT piece and parcel of *Sali* (Agricultural) land measuring about 09 Cottah 06 Chitak comprised in L.R Dag No. 2813, L.R Khatian No. – 3828 and 1797/1, in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, PIN – 700162 together with all easement rights alongwith right to use 06 Feet Common Passage in the said Plotting Project in L.R Dag No. – 2813. Afterward, said 06 Feet Common Passage was widen to about 16 Feet 5 Inches.

SCHEDULE – C

(SAID PLOT OF LAND NO. – 3 ABOVE REFERRED TO)

ALL THAT piece and parcel of *Sali* (Agricultural) land measuring about 26 Cottah 10 Chitak 40 Square Feet comprised in L.R Dag No. 2801, in the following different L.R Khatian Nos., in Mouza – Ghuni, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, PIN – 700162 along with proportional undivided half share in 10 Feet wide Common Passage together with all easement rights including right to use all Common Passage in the said Plotting Project in L.R Dag No. - 2801.

Owners	L.R. Khatian	Area of Land Owned as per Sale Deed in Dag No. 2801 (Cottah-Chitak-Sft)
Owners of PLOT OF LAND NO. - 3	1291, 5353, 8932, 7052,	26-10-40

	7053, 3120, 3121, 3123, 3122, 1310, 5076, 5075, 3116 & 3117	
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SCHEDULE – D

(SAID PLOT OF LAND NO. – 4 ABOVE REFERRED TO)

ALL THAT piece and parcel of **Sali (Agricultural)** land measuring about **01 Cottah 11 Chitak 22 Square Feet** comprised in **L.R Dag No. 2801**, in L.R Khatian No. 10109, in **Mouza – Ghuni**, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, PIN – 700162, along with proportional undivided half share in 10 Feet wide Common Passage together with all easement rights including right to use all Common Passage in the said Plotting Project in L.R Dag No. - 2801.

SCHEDULE – E

(THE SAID PROJECT LAND ABOVE REFERRED TO)

ALL THAT piece and parcel of **Sali (Agricultural)** land **Totally** measuring about **49 Cottah 15 Chitak 41 Square Feet** comprised in (a) about **12 Cottah 03 Chitak 24 Square Feet** in L.R Dag No. 2810, (b) about **09 Cottah 06 Chitak** in L.R Dag No. 2813, (c) about **26 Cottah 10 Chitak 40 Square Feet** in L.R Dag No. 2801, **AND (d)** about **01 Cottah 11 Chitak 22 Square Feet** in L.R Dag No. 2801, in following manner in **Mouza – Ghuni**, J.L No. – 23, Touzi No. – 178, Revenue Survey No. – 232, in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Rajarhat, under Jyangra – Hatiyara Gram Panchayate No. – 2, PIN - 700162 together with all easement rights alongwith right to use 06 Feet Common Passage in the said Plotting Project in L.R Dag No. – 2813 (afterward, said 06 Feet Common Passage was widen to about 16 Feet 5 Inches) and also together with proportional undivided half share in 10 Feet wide Common Passage together with all easement rights including right to use all Common Passage in the said Plotting Project L.R Dag No. – 2801, as the case may be. and delineated in **RED**

borders in the map or plan annexed hereto and butted and bounded in the manner as follows:-

On the North : 12 Feet wide Road, L.R. Dag No. 2801 (P) & L.R. Dag No. 2813 (P)

On the South : L.R. Dag No. 2813 (P), L.R. Dag No. 2810 (P) & 08 Feet wide Road

On the East : 16 Feet 5 Inches wide Road & L.R. Dag No. 2813 (P), 2811 (P)

On the West : L.R. Dag No. 2801 (P) & L.R. Dag No. 2809 (P)

SCHEDULE - F

(COMMON PARTS, PORTIONS, AREAS ABOVE REFERRED TO)

COMMON PARTS, PORTIONS, AREAS

1. Lobbies, top roof, common passages and staircases of the building or buildings and common paths in the said Property.
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tube well appurtenant (if available) to the said Project.
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
7. Caretaker Room, Durwan Room/Gumti.
8. Space for Electrical installation and Meter Room.
9. Boundary walls.

SCHEDULE - G

(SPECIFICATIONS OF CONSTRUCTION ABOVE REFERRED TO)

SL	ITEM	GENERAL SPECIFICATION
1	Foundation	Isolated column footings along with Tie Beam frame structure by Conc. Gade – M20 and Steel- Fe – 415/500.
2	Substructure & Superstructure	P.P.C Cement will be used of any standard make(ISI)& T.M.T Bar will be used as Reinforcement of Grade Fe-415/500 of any standard make(ISI) for Substructure & Superstructure Slab, Beam, column, Lift well, Chajja, Lintel, Staircase, Mummy room, Lift M/C room, UGR, OH Tank,. External & intermediate Brick work (1:5) will be done by Flyash Brick (1 st Class – Modular)
3	Flooring	Vitrified Flooring will be done by 600mmx600mm size 9mmth Vitrified Tile at Bed Room, Living Dining.

		<p>Verandah, Drawing Room. Kota Stone will be used by 600mmx600mm size 16mmth Kota Stone at Stair Case Steps, Half Landing, Stair Lift lobby only, Stair Case Risers will be mended by Ceramic Tile.</p> <p>Toilet Flooring will be done by Antiskid Ceramic Tile of Size 300mmX300mm at Bathroom/Toilet Floor & Dado will be maintained by Ceramic Tile up to a Height of 1800mm.</p> <p>Kitchen Flooring will be done by Antiskid Ceramic Tile of Size 300mmX300mm with 100mm th Ceramic Skirting at peripheral wall. 600mm wide Counter Top Slab will installed by Black Granite (Pre-polished) on Black Stone with Cement, Sand mortar (1:5). Ceramic Dado will be maintained by Ceramic Tile of Height 600mm (2') on Counter Top Slab.</p>
4	Kitchen Sink	18"X24" Size (Non Board) Standard Make Sink will be fitted at Countertop Slab.
5	Door & Door Frame	100mmX65mm Maloyasian Sal will be used for Door Frame. Flush Door of 35mmth & 32mmth will be installed for main door & intermediate door with all accessories i.e Hinze, Hasp Bolt, & Door Stopper.
6	Windows	Aluminum sliding shutter (Pre Anodized) of Standard Brand(ISI) with integrated grill. Louvered Glass Panes will be used in Toilet Aluminum windows.
7	Sanitary & Plumbing Fittings	CPVC & UPVC Pipe (ISI) will be used for Internal & External Plumbing line. White Color Non pedestal Basin with Pillar cock & Non cascade white colored Porcelain Commode with Seat cover & P.V.C Flushing tank will be supplied & installed. CP Fittings (ISI) i.e Pillar Cock for Basin along with a angular stop cock & connector pipe, Bib Cock, Shower with shower arm with conceal stop cock, Two in one Bib Cock with a health faucet will be supplied and installed in each bath room.
8	Sewerage	150mm & 200mm diameter Stone Wire Pipe will used for sewerage line for Pit to Pit connection. 450mm dia R.C.C Manhole Cover to be used as Pit cover. 450mm dia R.C.C Manhole Cover to be used as Pit cover. One 80 users Septic Tank will be executed for disposing of solid waste.
9	Electrical	ISI Branded electrical wire will be used for Electrical wiring through PVC conduit pipe (concealed). Branded DP Board (Distribution Panel Board), Receptacle, MCB & Switches will be provided.

		<p>Bed Room: 2Light points, one 5Amp plug point, one Fan point in each Bed Room & one A.C Point & one T.V Point will be given to Masters Bed room only.</p> <p>Living/Dining Room: 2 Light points, 1 Fan points, one 15 Amp plug point, one 5 Amp plug point, will be provided.</p> <p>Kitchen: One light point, one 5/15 Amp plug point & one 5 Amp plug point for exhaust will be installed.</p> <p>Toilet: One light point, one 15 Amp plug point for Geyser connection (at Masters Bed Room) & one 5 Amp plug point for exhaust will be installed.</p> <p>Verandah: One Light point & one 15 Amp plug point will be installed for Washing Machine.</p> <p>One calling bell point to be installed at Main Door of the Flat.</p>
10	Common Area	<p>Ceiling Lights will be provided at corridor of Ground Floor shop.</p> <p>Ceiling Lights will be installed at each floor Stair, Lift lobby & corridor. Stair, Lift lobby & corridor.</p> <p>2 Lights will be given at Roof Terrace.</p>
11	Painting Works	<p>Internal Painting-2 coat putty in each flat</p> <p>2 coat distemper in common area</p> <p>External Painting-2 coat Weather-shield</p>
12	Drive way	<p>Net cementing will be laid by Cement Sand mortar(1:5) at Ground Floor entire drive way.</p>
13	Water Supply	<p>Ferule connection by BMC for 24 hours water supply through U.G.R.</p>
14	Internal Wall	<p>Putty of a Branded make (ISI) will be implemented at inner walls,</p>
15	External Wall	<p>Two coats External Emulsion Paint (ISI) on Two coats cement based paint (ISI) will be applied.</p>
16	Railing	<p>M.S (Mild Steel) Railing will be installed up to a height of 1Meter at Staircase & Balcony duly painted by Synthetic Enamel Paint on Red oxide primer.</p>
17	Lift	<p>4 - Passengers Lift will be installed of a reputed company.</p>
18	Roof Treatment	<p>Water Proofing Treatment will be done by a authorized applicator of any reputed Water Proofing Company.</p>

SCHEDULE - H

(COMMON EXPENSES ABOVE REFERRED TO)

As per mutual agreement with Owners, Developer, intending purchasers and/or said Holding organization.

MEMO OF SECURITY DEPOSIT

We, the Owners herein, receive from the Developer herein Rs. 5,00,000/- (Rupees Five Lakhs) only being the said Security Deposit as per this Agreement in following manner:

Owners herein	Particulars of Cheques drawn on Union Bank, Salt Lake City Branch	Amount (in INR)
Owner No. 1	Cheque No. 005142 dated 27.06.2022	10,000/-
Owner No. 2	Cheque No. 005143 dated 27.06.2022	50,000/-
Owner No. 3	Cheque No. 005144 dated 27.06.2022	4,00,000/-
Owner No. 4	Cheque No. 005145 dated 27.06.2022	10,000/-
Owner No. 5	Cheque No. 005146 dated 27.06.2022	10,000/-
Owner No. 6	Cheque No. 005147 dated 27.06.2022	10,000/-
Owner No. 7	Cheque No. 005148 dated 27.06.2022	10,000/-
TOTAL		5,00,000/-

SIGNED, SEALED & DELIVERED
IN KOLKATA IN THE PRESENCE
OF WITNESSES:

1. Milon Sardar
Alipare Judo Centre
KOL - 700027

1. 

Read over and explained the contents of
this Agreement to the Owner No. 1
herein in Bengali language by me

Subhabrata Das.
Advocate

2. Tapan Mondal
Pokenail,
P.S- Electronics Complex
P.O- Krishnapur.
KOL - 162

2. Bidyut K. Mondal

3. Biplob Mondal.

4. Swapna Halder -

5. Jharna Biswas.

6. — Santwana Mondal

7. Aporna Ghosh.

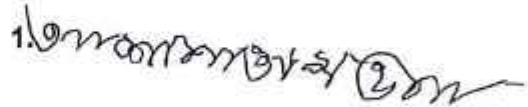
SIGNATURE OF
THE OWNERS/VENDORS



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED
IN KOLKATA IN THE PRESENCE
OF WITNESSES:

1. Milan Sarda
Alipore Judicial Court -
W.C. - 700027

1. 

Read over and explained the contents of
this Agreement to the Owner No. 1
herein in Bengali language by me

Subhabrata Das,
Advocate

2. Tapas Mondal
Polenait,
P.O. - Electronic Complex
P.O. - Krishnapur.
W.C. - 102

2. Bidyut K. Mondal.

3. Biplob Mondal

4. Susama Halder.

5. Jharna Biswas.

6. Santwana Mondal ✓

7. Aparna Ghosh.

SIGNATURE OF
THE OWNERS/VENDORS

Value Homes Construction

Kajal Kumar Naitik
Partner

Value Homes Construction

Swapan & son
Partner

Value Homes Construction

Shubh
Partner










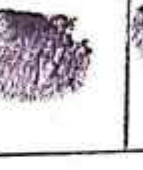

SIGNATURE OF
THE DEVELOPER

Drafted and prepared in my chamber,












Subhabrata Das.

Subhabrata Das, Advocate
High Court at Calcutta
Enrollment No. WB/1114/2001










✓

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	right hand					


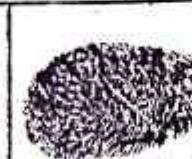




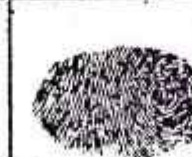




Name.....
 Signature.....

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	right hand					












Name.....
 Signature.....

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	left hand					
	right hand					

Name.....
 Signature.....






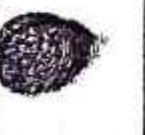





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	right hand					

Name.....
 Signature.....

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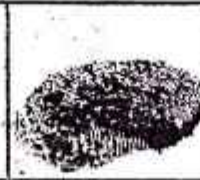









Name... Thagna Biswas

Signature... Thagna Biswas

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	left hand					
	right hand					












Name... Santwana Mondal

Signature... S. Mondal

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	right hand					


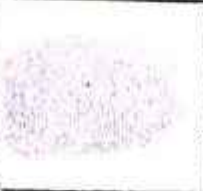









Name... Aparna Ghosh

Signature... Aparna Ghosh








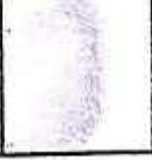



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	right hand					

Name... KATAL KUMAR MALLICK

Signature... Katal Kumar Mallik

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	left hand					
	right hand					

Name..... SWAPAN KUMAR DAS.....
 Signature..... Swapn K D.....

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	left hand					
	right hand					

Name..... Swapan K Das.....
 Signature..... Swapan K Das.....

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PHOTO	left hand					
	right hand					

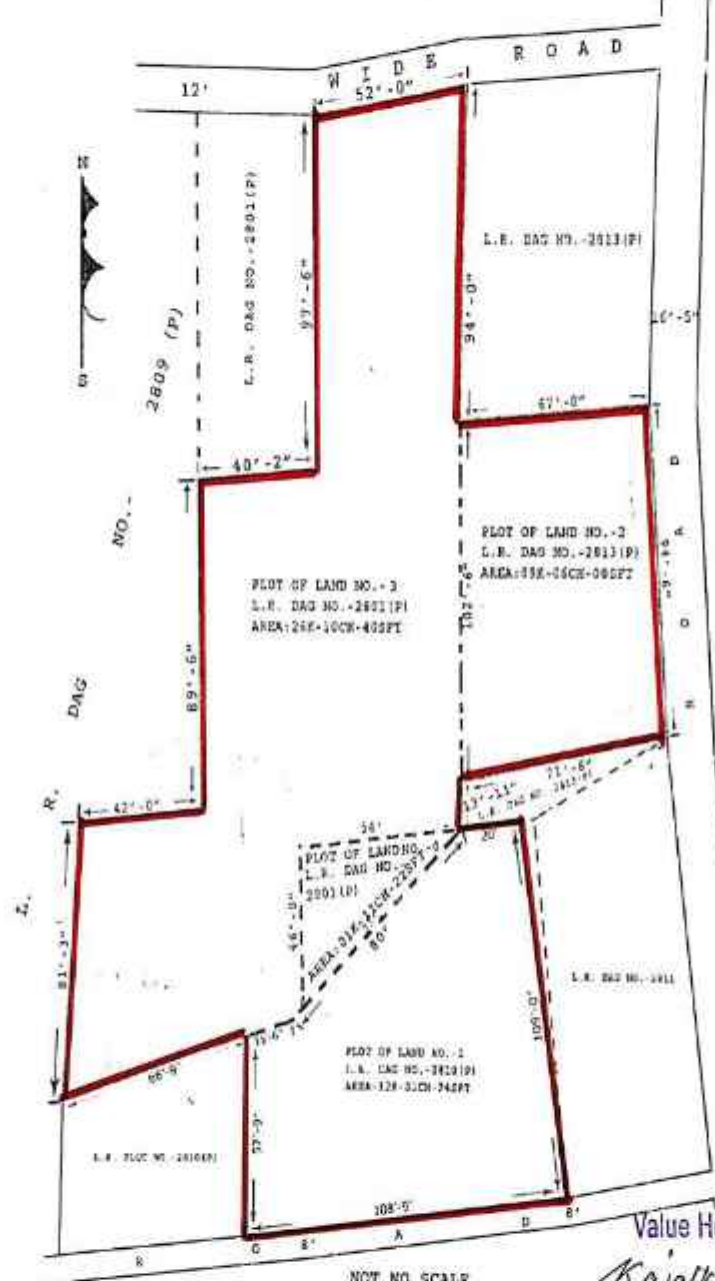
Name.....
 Signature.....

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	right hand					

Name.....
 Signature.....

PLAN of PROJECT LAND being *Sali* (Agricultural) land totally measuring about 49 Cottah 15 Chitak 41 Square Feet in Mouza - Ghuni, in different L.R Khatian Nos., J.L No. - 23, Touzi No. - 178, Revenue Survey No. - 232, in District North 24 Parganas, Police Station - Rajarhat, under Jyangra - Hatiyara Gram Panchayate No. - 2, PIN - 700162 in RED Border, comprised in as follows:

(a) PLOT OF LAND NO. - 1 = about 12 Cottah 03 Chitak 24 Square Feet in L.R Dag No. 2810,
 (b) PLOT OF LAND NO. - 2 = about 09 Cottah 06 Chitak in L.R Dag No. 2813,
 (c) PLOT OF LAND NO. - 3 = about 26 Cottah 10 Chitak 40 Square Feet in L.R Dag No. 2801, AND
 (d) PLOT OF LAND NO. - 4 = about 01 Cottah 11 Chitak 22 Square Feet in L.R Dag No. 2801.



NOT TO SCALE

1. Ananta Mondal
 2. Bidyut K. Mondal
 3. Biplob Mondal
 4. Susagna Halder
 5. Jyotna Biswas
 6. Santwana Mondal
 7. Aparna Ghosh
- OWNERS

Value Homes Construction
Kajal Kumar Malik
 Partner
 Value Homes Construction
 Swapan C. S.
 Partner
 Value Homes Construction
[Signature]
 DEVELOPER
 Partner

Major Information of the Deed



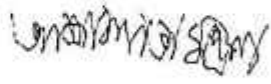
Deed No :	I-1902-07149/2022	Date of Registration	27/06/2022
Query No / Year	1902-2001877102/2022	Office where deed is registered	
Query Date	21/06/2022 6:39:13 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Milon Sardar Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830829359, Status :Deed Writer		
Transaction	Additional Transaction		
[4110] Sale, Development Agreement or Construction Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 70,41,127/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 5,105/- (Article:E, E, B)		
Remarks			

Land Details :



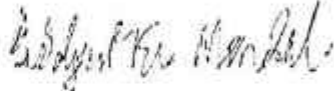
District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, JI No: 23, Touzi No 1/8 Pin Code : 700162

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LIR 2810 (RS :-)	LIR-538/1	Bastu	Shali	13 Katha 2 Chatak 33 Sq Ft		70,41,127/-	Width of Approach Road: 17 Ft.,
Grand Total :					21.7319Dec	0 /-	70,41,127 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs ASHALATA MONDAL Wife of Late KUMUD BANDHU MONDAL Executed by: Self, Date of Execution: 27/06/2022 Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
		27/06/2022	LTI 27/06/2022	27/06/2022



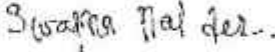
SULANGURI COLONY GOURANGA NAGAR, City:- , P.O:- GOURANGA NAGAR, P.S:-New Town, District:- North 24 Parganas, West Bengal, India, PIN:- 700159 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FZxxxxxx8N, Aadhaar No: 48xxxxxxxx7334, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Mr BIDYUT KUMAR MONDAL Son of Late KUMUD BANDHU MONDAL Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
27/06/2022	LTI 27/06/2022	27/06/2022	



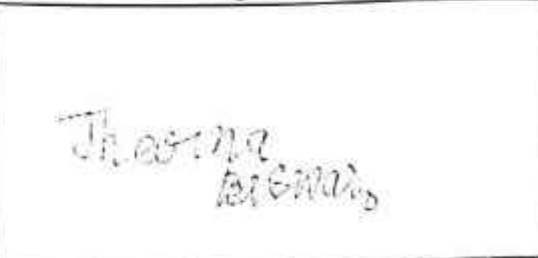
TRILAKYA NAGAR UTTAR BAGDOGRA, City:- , P.O:- BAGDOGRA, P.S:-Darjeeling, District:- Darjeeling, West Bengal, India, PIN:- 734014 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx5J, Aadhaar No: 88xxxxxxxx9741, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Mr BIPLOB KUMAR MONDAL, (Alias: Mr BIPLOB MONDAL) Son of Late KUMUD BANDHU MONDAL Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
27/06/2022	LTI 27/06/2022	27/06/2022	




SULANGURI COLONY, City:- , P.O:- GOURANGA NAGAR, P.S:-New Town, District:-North24-Parganas, West Bengal, India, PIN:- 700159 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AMxxxxxx2A, Aadhaar No: 25xxxxxxxx5376, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Mrs SWAPNA HALDER Wife of Mr HARI CHARAN HALDER Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
27/06/2022	LTI 27/06/2022	27/06/2022	



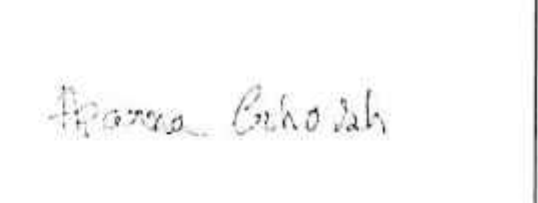
ASWINIPALLY SCHOOL ROAD, City:- , P.O:- BARASAT, P.S:-Barasat, District:-North24-Parganas, West Bengal, India, PIN:- 700124 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKxxxxxx8R, Aadhaar No: 40xxxxxxxx2895, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Mrs JHARNA BISWAS Wife of Mr SHYAMAL BISWAS Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
27/06/2022	LTI 27/06/2022	27/06/2022	

CHANDI BUILDING PATHAL BUDWA BARHI TOLI PURULIA ROAD, City:- , P.O:- LALPUR, P.S:- LALPUR, District:-Ranchi, Jharkhand, India, PIN:- 834001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CAxxxxxx2L, Aadhaar No: 55xxxxxxxx2003, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Mrs SANTWANA MONDAL Wife of Mr BIREN MONDAL Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
27/06/2022	LTI 27/06/2022	27/06/2022	

GOPAL NAGAR ROAD, City:- , P.O:- VOOPERS CAMP, P.S:-Chapra, District:-Nadia, West Bengal, India, PIN:- 741232 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx0P, Aadhaar No: 89xxxxxxxx4720, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office



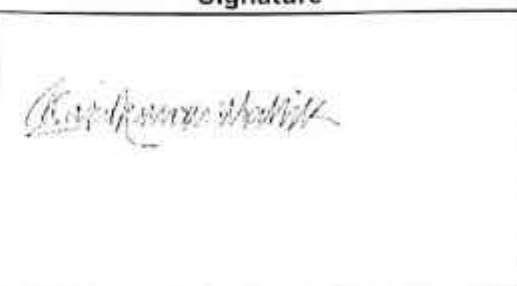


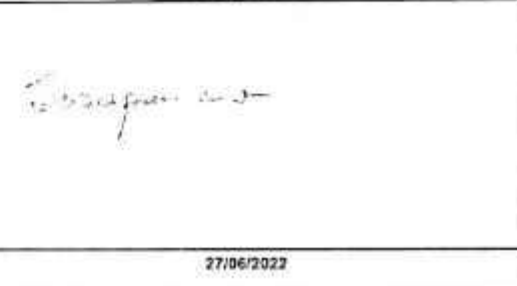



Name	Photo	Finger Print	Signature
Mrs APARNA GHOSH Wife of Mr DILIP GHOSH Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office			
27/06/2022	LTI 27/06/2022	27/06/2022	

CHANDIBERIA SARADA NAGAR, City:- , P.O:- KRISHNAPUR, P.S:-New Town, District:-North24-Parganas, West Bengal, India, PIN:- 700102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CNxxxxxx7F, Aadhaar No: 94xxxxxxxx6773, Status :Individual, Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	VALUE HOMES CONSTRUCTION Ramkrishna Pally, City:- , P.O:- Gouranganagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 , PAN No.:: aaxxxxxx8m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
<p>1</p> <p>Mr KAJAL KUMAR MALLICK (Presentant) Son of Late NII KAMAL MALLICK Date of Execution - 27/06/2022, , Admitted by: Self, Date of Admission: 27/06/2022, Place of Admission of Execution: Office</p>	 <p>Jun 27 2022 2:16PM</p>	 <p>LTI 27/06/2022</p>	 <p>27/06/2022</p>
<p>JYOTINAGAR, City:- , P.O:- GOURANGA NAGAR, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ALxxxxxx3C, Aadhaar No: 34xxxxxxxx0287 Status : Representative, Representative of : VALUE HOMES CONSTRUCTION (as PARTNER)</p>			
Name	Photo	Finger Print	Signature
<p>2</p> <p>Mr SWAPAN KUMAR DAS Son of Mr AMAR CHANDRA DAS Date of Execution - 27/06/2022, , Admitted by: Self, Date of Admission: 27/06/2022, Place of Admission of Execution: Office</p>	 <p>Jun 27 2022 2:17PM</p>	 <p>LTI 27/06/2022</p>	 <p>27/06/2022</p>
<p>RAMKRISHNA PALLY, City:- , P.O:- GOURANGANAGAR, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AHxxxxxx4Q, Aadhaar No: 63xxxxxxxx9814 Status : Representative, Representative of : VALUE HOMES CONSTRUCTION</p>			
Name	Photo	Finger Print	Signature
<p>3</p> <p>Mr SANTIMOY KUNDU Son of Late GOPAL CHAND KUNDU Alias GOPAL CHANDRA KUNDU Date of Execution - 27/06/2022, , Admitted by: Self, Date of Admission: 27/06/2022, Place of Admission of Execution: Office</p>	 <p>Jun 27 2022 2:11PM</p>	 <p>LTI 27/06/2022</p>	 <p>27/06/2022</p>
<p>LALKUTHI, PURBAYEN, City:- , P.O:- GOPALPUR, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AKxxxxxx6R, Aadhaar No: 77xxxxxxxx7336 Status : Representative, Representative of : VALUE HOMES CONSTRUCTION (as PARTNER)</p>			

Applicant Details :

Name MILON SARDAR Son of A.Z. SARDAR SANJESHPUR, PADESHATI, City:- P.O.- JHANSAGARH, P.S. Rabindranagar, District - South 24 Parganas, West Bengal, India PIN - 700066	Photo 	Finger Print 	Signature 
	27/06/2022	27/06/2022	27/06/2022

Identifier Of Mrs ASHIALATA MONDAL, Mr BIDYUT KUMAR MONDAL, Mr BIPLOB KUMAR MONDAL, Mrs SWAPNA HALDER, Mrs JHARNA BISWAS, Mrs SANTWANA MONDAL, Mrs APARNA GHOSH, Mr KAJAL KUMAR MALLICK, Mr SWAPAN KUMAR DAS, Mr SANTIMOY KUNDU

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs ASHIALATA MONDAL	VALUE HOMES CONSTRUCTION-3.10455 Dec
2	Mr BIDYUT KUMAR MONDAL	VALUE HOMES CONSTRUCTION-3.10455 Dec
3	Mr BIPLOB KUMAR MONDAL	VALUE HOMES CONSTRUCTION-3.10455 Dec
4	Mrs SWAPNA HALDER	VALUE HOMES CONSTRUCTION-3.10455 Dec
5	Mrs JHARNA BISWAS	VALUE HOMES CONSTRUCTION-3.10455 Dec
6	Mrs SANTWANA MONDAL	VALUE HOMES CONSTRUCTION-3.10455 Dec
7	Mrs APARNA GHOSH	VALUE HOMES CONSTRUCTION-3.10455 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, JI No: 23, Touzi No: 178 Pin Code : 700162

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
11	LR Plot No:- 2810, LR Khatian No:- 538/1	Owner: কুমুদ ববু মণ্ডল, Gurdian: যোগেশ মণ্ডল, Address: গুলংগড়ী, Classification: শালি, Area: 0.22000000 Acre,	Seller is not the recorded Owner as per Applicant.

27-06-2022

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 14.03 hrs on 27-06-2022, at the Office of the A.R.A. - II KOLKATA by Mr KAJAL KUMAR MALLICK .

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 70,41,12//.

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

Execution is admitted on 27/06/2022 by 1. Mrs ASHALATA MONDAL, Wife of Late KUMUD BANDHU MONDAL, SUI ANGURI COLONY GOURANGA NAGAR, P.O: GOURANGA NAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession House wife, 2. Mr BIDYUT KUMAR MONDAL, Son of Late KUMUD BANDHU MONDAL, TRILAKYA NAGAR UTTAR BAGDOGRA, P.O: BAGDOGRA, Thana: Darjeeling, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by Profession Others, 3. Mr BIPLOB KUMAR MONDAL, Alias Mr BIPOB MONDAL, Son of Late KUMUD BANDHU MONDAL, SULANGURI COLONY, P.O GOURANGA NAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Others, 4. Mrs SWAPNA HALDER, Wife of Mr HARI CHARAN HALDER, ASWINIPALLY SCHOOL ROAD, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession House wife, 5. Mrs JHARNA BISWAS, Wife of Mr SHYAMAL BISWAS, CHANDI BUILDING PATHAL BUDWA BARIH TOLI PURULIA ROAD, P.O: LALPUR, Thana: LALPUR, , Ranchi, JHARKHAND, India, PIN - 834001, by caste Hindu, by Profession House wife, 6. Mrs SANTWANA MONDAL, Wife of Mr BIREN MONDAL, GOPAL NAGAR ROAD, P.O: VOOPERS CAMP, Thana: Chapra, , Nadia, WEST BENGAL, India, PIN - 741232, by caste Hindu, by Profession House wife, 7. Mrs APARNA GHOSH, Wife of Mr DILIP GHOSH, CHANDIBERIA SARADA NAGAR, P.O: KRISHINAPUR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by Profession House wife

Indetified by MILON SARDAR, , Son of A.Z. SARDAR, SANTOSH PUR, PADIRHATI, P.O: BIDHANGARH, Thana: Rabindranagar, , South 24-Parganas, WEST BENGAL, India, PIN - 700066, by caste Muslim, by profession Law Clerk

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

Execution is admitted on 27-06-2022 by Mr SWAPAN KUMAR DAS,

Indetified by MILON SARDAR, , Son of A.Z. SARDAR, SANTOSH PUR, PADIRHATI, P.O: BIDHANGARH, Thana: Rabindranagar, , South 24-Parganas, WEST BENGAL, India, PIN - 700066, by caste Muslim, by profession Law Clerk

Execution is admitted on 27-06-2022 by Mr SANTIMOY KUNDU, PARTNER, VALUE HOMES CONSTRUCTION (Partnership Firm), Ramkrishna Pally, City:- , P.O:- Gouranganagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Indetified by MILON SARDAR, , Son of A.Z. SARDAR, SANTOSH PUR, PADIRHATI, P.O: BIDHANGARH, Thana: Rabindranagar, , South 24-Parganas, WEST BENGAL, India, PIN - 700066, by caste Muslim, by profession Law Clerk

Execution is admitted on 27-06-2022 by Mr KAJAL KUMAR MALLICK, PARTNER, VALUE HOMES CONSTRUCTION (Partnership Firm), Ramkrishna Pally, City:- , P.O:- Gouranganagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Indetified by MILON SARDAR, , Son of A.Z. SARDAR, SANTOSH PUR, PADIRHATI, P.O: BIDHANGARH, Thana: Rabindranagar, , South 24-Parganas, WEST BENGAL, India, PIN - 700066, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,105/- (B = Rs 5,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2022 1:06PM with Govt. Ref. No: 192022230057232251 on 23-06-2022, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU0226356 on 23-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Verified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-,
online = Rs 9,921/-

Description of Stamp

Stamp Type Impressed, Serial no 28275, Amount: Rs.100/-, Date of Purchase: 22/06/2022, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/06/2022 1:06PM with Govt. Ref. No: 192022230057232251 on 23-06-2022, Amount Rs: 9,921/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKU0226356 on 23-06-2022, Head of Account 0030-02-103-003-02

Sat

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal



8

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 JUN 2022