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I-18817/22



V.C. Case No., 2463 dt 29.09.22 H 626794

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

g-2946050/n

6-15 P.m

29.09.22

File

पश्चिम बंगाल न्यायिक प्रणाली, मुर्शिदाबाद, पश्चिम बंगाल।
संलग्न न्यायिक प्रणाली का हिस्सा है।
13 OCT 2022

= Md. Asif Hossain

= Seneja parvin

= Sarvina Khefui

Rajinder Kumar Saha.

Aspire Saha Partner

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is made on this 29th day of SEPTEMBER - 2022 BETWEEN ; [1] **MD. ASIF HOSSAIN**, PAN-ACFPH8210A, S/o. Md. Haruh Rasid, by Profession- Business, [2] **SENEJA PARVIN**, PAN- CQQPP5064H, W/o. Md. Asif Hossain, by

Mihir Pal Adv.

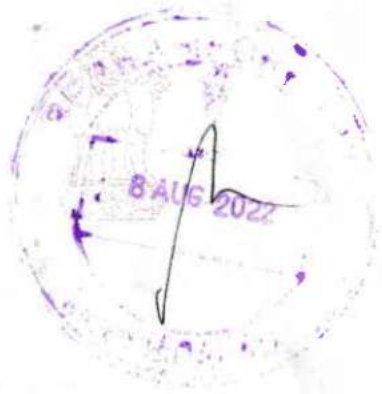
Mihir Pal (Advocate)

Berhampore Court, Murshidabad (W.B.) ENLT-NO.- W.B.355/87.

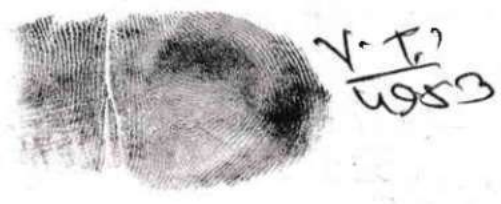
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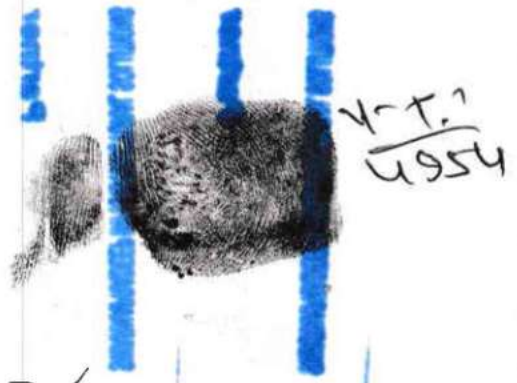
স্টাম্প ডেপুটি
চট্টগ্রামের রেজিস্ট্রার অফিস



= Md. Arif Hossain



= Md. Arif Hossain



= Samejaparvin



= Sarvina Khetun



Addl. Dist. Sub-Registrar
Sadar, Berhampore

29 SEP 2022

Md. Anif Hossain
Sameja porvin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

Profession- Business, both are residing at Rajdharpara, District- Murshidabad, PIN- 742165, [3] **SARVINA KHATUN**, PAN- BIUPK2446M, W/o. Inanul Haque, all are residing at 23, Sirish Chandra Nandy Road, P.O. & P.S. Berhampore, Dist, Murshidabad, 742101, all by Caste & Religion- Muslim, all are Citizen of India, hereinafter called **OWNERS**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to include thier heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

AND

"SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS" PAN- AEUFS3874E, a Partnership Firm having it's registered Office at 18/7/1, K.K. Banerjee Road, P.O. & P.S. Berhampore, Dist. Murshidabad, PIN- 742101, represented by its partners; [1] **RAJENDRA KUMAR SAHA**, PAN- AKJPS2669E, Son of Late Bidyut Kumar Saha, [2] **SMT. ARPITA SAHA**, PAN- APAPS2839A, W/o. Rajendra Kumar Saha, both are residing at 18/6, K.K. Banerjee Road, Gorabazar, P.O. & P.S. Berhampore, District- Murshidabad, both by Profession- Business, both by Religion- Hindu, both are Indian Citizen, hereinafter called the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, successors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the plot of number R.S. 2211 L.R. 4733 measuring 118 dec, situates within Dist. Murshidabad, P.S. Berhampore Town, Gorabazar, originally belonged to Tapan Kumar Ghosh. His name has been recorded in R.S.R.O.R. in Khatian number 1925.

Tak Adv.

Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS



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SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner



V.T.?
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SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner



Addl. Dist. Sub-Registrar
Sadar, Berhampore

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Bijan Kumar Saha

Ms. Asif Hossain
Saneja Parvin

Sarvina Khatun

SHARAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SHARAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

WHEREAS Tapan Kumar Ghosh sold 3.3 dec out of his share to Asif Hossain and Saneja Parvin by a registered deed of sale being number 13129 dated 20/12/2013 registered at the office of the A.D.S.R. Sadar, District Murshidabad with specification.

WHEREAS Tapan Kumar Ghosh sold 1.65 dec out of his share to Asif Hossain and Saneja Parvin by a registered deed of sale being number 11081 dated 18/08/2021 registered at the office of the A.D.S.R. Sadar, District Murshidabad with specification.

WHEREAS Tapan Kumar Ghosh sold 1.65 dec out of his share to Asif Hossain and Saneja Parvin by a registered deed of sale being number 834 dated 08/01/2021 registered at the office of the A.D.S.R. Sadar, District Murshidabad with specification.

WHEREAS by virtue of abovementioned three deed of sale of number 13129 dated 20/12/2013, being number 11081 dated 18/08/2021 and being number 834 dated 08/01/2021 Asif Hossain and Saneja Parvin the First part no. 1 and 2 became the exclusive owners of the property as mentioned in Lot no. 1 of the First schedule below. The names of the First part have been recorded in L.R. Khatian number 15084, 19186, 19679, 15085, 19190, 19677. The property has been converted to Viti. Rent has been paid to the Government.

WHEREAS Tapan Kumar Ghosh also sold the property as mentioned in Lot no. 2 of the First schedule below to Sarvina Khatun the First part no. 3 by a registered deed of sale being number 17441 dated 19/09/2022 registered at the office of the A.D.S.R. Berhampore, District Murshidabad. So the First part no. 3 became the exclusive owner of the

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Addl. Dist. Sub-Registrar
Sadar, Berhampore

29 SEP 2020

Md. Arif Hossain
Samejo part Vin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

property as mentioned in Lot number 2 of the First schedule property. The property as mentioned in schedule below has been specified in the Map annexed with this deed and the Map shall be treated as a part of this deed.

AND WHEREAS the Owners are desiring to develop their amalgamated property which is fully described in First schedule below into a Multi-storied buildings in accordance with Law have been in search of well reputed and efficient building promoter.

AND WHEREAS the Second Part convinced the First Part that they are well reputed financially sound and able Promoter/ Developer in running Promoting Business.

AND WHEREAS at or before execution of this Agreement the said First Part have represented and assured to the Second Part Developers as follows:

- a) That the said following First Schedule Property is free from all encumbrances. It is fully in possession of the First Part.
- b) That excepting the First Part nobody else has any right, title and interest over the Property.

Relying on the aforesaid representation of the Owners and believing the same to be true and acting on the faith thereof the Second Part Developer agreed to Develop the entire Property for the consideration and on the terms and conditions hereinafter appearing

Sal Adv.

Md. Asif Hossain
Sameja parvin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

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

ARTICLE - I DEFINITION

- 1. OWNERS:** [1] **MD. ASIF HOSSAIN**, PAN- ACFPH8210A, S/o. Md. Harun Rasid, by Profession- Business, [2] **SENEJA PARVIN**, PAN- CQQPP5064H, W/o. Md. Asif Hossain, by Profession- Business, both are residing at Rajdharpara, District- Murshidabad, PIN- 742165, [3] **SARVINA KHATUN** PAN- BIUPK2446M, W/o. Inanul Haque, all are residing at 23, Sirish Chandra Nandy Road, P.O. & P.S. Berhampore, Dist, Murshidabad, 742101, all by Caste & Religion- Muslim, all are Citizen of India.
- 2. DEVELOPER:** **"SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS"** PAN- AEUFS3874E, a Partnership Firm having it's registered Office. at 18/7/1, K.K. Banerjee Road, P.O. & P.S. Berhampore, Dist. Murshidabad, PIN- 742101, represented by its partners; [1] **RAJENDRA KUMAR SAHA**, PAN- AKJPS2669E, Son of Sri Bidyut Kumar Saha, [2] **SMT. ARPITA SAHA**, PAN- APAPS2839A, W/o. Rajendra Kumar Saha, both are residing at 18/6, K.K. Banerjee Road, Gorabazar, P.O. & P.S. Berhampore, District- Murshidabad, both by Profession- Business, both by Religion- Hindu, both are Indian Citizen.
- 3. PROPERTY:** Shall mean the premise which is described in First schedule below.
- 4. BUILDING:** Shall mean structure or super structure intended to construct a multi storied building upon the said property mentioned in

At Adv.

Md. Saif Hossain

Sameja Parvin

Sarvina Islam

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajinder Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

Schedule "First Schedule" which may consist of 3 BHK, 2 BHK, 1 BHK residential Flats, Commercial, Semi Commercial spaces, Car Parking Spaces and space to keep 2 wheeler vehicles and shall include all Meter room, Pump room, Reservoir, lift, Open/Covered spaces intended for the enjoyment of the occupants of the said Building including all its easements, appurtenances and appendages.

5. **BUILDING PLAN** : Shall mean the plan which shall be prepared by the developer through architect in the name of the Owners and duly signed by the Owners.
6. **COMMON FACILITIES:-** Shall include all Passages, Ways, stairways, lifts, Corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipelines, underground sewers fittings, Fixture Manhole, Pits, Roof, Terrace, Water Connection and Pipelines, Overhead reservoir, Pipelines, Motor Pump room/spaces, Fences and Boundary wall, Court yard, W.B.S.E.D.C.L. Supply, Transformer. Electric Connection and electrical supply to common areas and fittings, fixtures, entire exterior walls, garbage vat common driveways and other facilities what so ever required for the establishment of location, enjoyment, maintenance and management of the affairs of the said building in the said Premises.
7. **AREA:** Shall mean and include the constructed area over the First schedule property.
8. **OWNERS ALLOCATION:** in consideration of construction of Multi storied building by the Developer over the First Schedule property, the Developer shall have to pay 37% of the sale price of the saleable units of the Multistoried building to the First part. The First part cannot claim more amount as agreed by this agreement. The Owners shall

for Adv.

Md. Amir Hossain
Somejaparvin

Sarvina Khatoon

SHARAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SHARAPRADEEP INFRASTRUCTURAL SOLUTIONS

Ampita Saha
Partner

deliver the possession of the First Schedule property to the Second Part within 7 days from the date of this Agreement.

That the Developer has paid sum of Rs. 22,00,000/- (Twenty Two Lakh) to the First part the receipt whereof the First part do hereby acknowledge. The said amount shall be adjusted with the sell price of the unit. The Developer also shall pay sum of Rs. 5,00,000/- (Five Lakh) only in advance to the First part within 31st January 2023. The amount also shall be adjusted with the sell price of the units. The Developer shall pay 37% of the sale price of the saleable units to the First part no. 1 to 3 according to their respective shares in the First schedule property. The said amount shall be paid to the First part at the time of registration of each uunits.

9. DEVELOPER'S ALLOCATION: The entire constructed area of the buildings including the residential, commercial, semi-commercial, garages to be constructed over the "First Schedule Property" and all other structures of the entire covered and uncovered area of the said property as per sanctioned plan including the open space or vacant land and all other common facilities advantages including proportionate right upon the land underneath the structure together with absolute right on the part of the Developer to enter into an agreement for the sale and/or transfer, lease or in any way deal with the same along with the Owners thereof in the manner hereinafter as per sanctioned building plan. The Developer's allocation has been described in Third Schedule below.

10. ARCHITECT: Shall mean such person or persons knowing all statutory provisions, rules, regulations and other statutory provisions who shall

for Adv.

Ms. Arif Hasan
Sameja Parvin

Sarvina Khatoon

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Aspita Saha
Partner

be appointed by the Developer for designing and planning of the Building also includes supervision during construction of the Building so appointed by the Developers.

ARTICLE: II:- ALLOCATION OF SHARES IN THE CONSTRUCTED BUILDING

The Owners hereby authorized the developer to make construction over the First schedule property as per plan sanctioned by Berhampore Municipality and shall be enjoyed by the developer including all common areas facilities, staircase and landings with proportionate right upon the land.

ARTICLE: III : EXPLOITATION & DEVELOPMENT RIGHT

The Owners hereby grant exclusive rights to the Developer to build upon and accept the said properties for the construction of a multi storied Building and the Developer shall be entitled to enter into common contract or agreements or sub contract to any efficient person/company or concern without encumbering the said property in any manner whatsoever. The developer may also construct basement of the building.

ARTICLE: IV: - DEVELOPERS RIGHT

- 1) The Owners hereby grant right to the Developer to construct a multi storied Buildings on the First schedule property in accordance with the plan to be sanctioned by the Berhampore Municipality with or without any amendment and / or modification thereto made or caused to be

Sal Adv.

Md. Arif Hossain
Somaja porvin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajindra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

made by the Developer subject to the prior sanction obtained from the appropriate authority.

- 2) All application / plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction or modifications or alteration of the plan from the appropriate authorities shall be prepared by the Developer at its / their own costs and expenses and the Developer shall pay and bear all fees including architect fees / charges and expenses required to be paid or deposited for sanctioning the plan of the said premises provided however that the Developer shall be exclusively entitled to all refunds of any or all payments and / or deposit made by the Developer.
- 3) That the developer shall have the right to collect the cost of installation of generator, lift, Electric Transformer and collapsible gate on the proposed building from the intending purchasers but the Owners cum vendors cannot claim any portion of the said amount from the developer. Similarly the cost of extra work if any shall be collected by the developer but the Owners cum vendor cannot claim any share thereof.

ARTICLE: V: CONSIDERATION

- 1) In consideration of this agreement the Owners permit the Developer to Develop the said Premises by constructing a multi storied buildings in accordance with the Plan to be sanctioned in the name of the Owners by the Berhampore Municipality with such modification or alteration as may be required or be made by the Developer.
- 2) The said Developers Allocation shall be constructed, erected and completed with good durable and standard materials and shall contain

sd Adv.

Md. Arif Hossain

Samejaparvin

Sarvina Uhatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajindra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

all other amenities which are normally be fitting with the standard height and area of the Building and suitable for residential purpose, Commercial purpose, Semi Commercial purpose including garages and usually provided for in normal residential Building of the same standard in respect and in comparison to other flats.

- 3) The Owners shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Owners to pay and contribute any amount in the construction upto the completion of the Building.

ARTICLE:VI:- PROCEDURE

- 1) The second part shall have the liberty to procure buyers for the sale of the proposed flats, Garages, Commercial units, Semi Commercial units, etc. and for the said purpose the other part shall have the right to enter into Agreement for sale with the intending Purchaser/s for selling of the said flats, commercial and semi commercial units, Garages and also to receive advance payment of consideration money from the said intending Purchaser/s in respect of the Developer's allocation as mentioned in schedule Third Schedule below.
- 2) The Second part Developer agrees and declares that they have made search and enquiries and have satisfied themselves that the land is free from encumbrances or restrictions and that it is suitable for construction of a multistoried Building and the laws thereto permit the sale of flats, garages, Commercial units, Semi Commercial units, etc. and to carry out the purposes and object of these presents.
- 3) That the First part shall convey all rights of Ownership to the intending Purchaser/s of the said flats, garages, Commercial units, Semi Commercial units, etc. with the proportionate share of the land

ful Adv.

Md. Arif Hossain
Sameja Parvin

Sarvina Khatoon

SHARADRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha.
Partner

SHARADRADEEP INFRASTRUCTURAL SOLUTIONS

Aspita Saha
Partner

underneath in respect of the Developer's allocation and the common portions to be constructed on the First schedule Property. The second part is entitled to receive the sale prices and/or the advance consideration amount of all the flats, garages, Commercial units, Semi Commercial units, etc. to be constructed over the First Schedule Property. The First part shall at the request of the Second part shall execute and register any deed of sale and deed of agreement for sale or deed of transfer in respect of any units of the newly constructed building by presenting the deed before the registrar. The First part also shall execute and register any deed of sale and deed of agreement for sale or rectification if required.

- 4) The First part hereby agreed and covenant with Developers TO DO ALL acts and things necessary for execution of necessary documents in respect of the First schedule property or the part thereof.

ARTICLE:VII: - POSSESSION AND CONSTRUCTION

- 1) It has been agreed by and between the Owners and the developer to construct, erect and complete a multi storied building over the First Schedule property within 48 (Forty Eight) Months from the date of getting sanction of the plan from concerned authority. The developer shall get the plan sanctioned from the Berhampore Municipality in the name of the First part at the cost of the developer within 2 months from the date of this agreement.
- 2) The Developer shall at his own cost and expenses and without creating any financial and other liability on the Owners construct and complete the proposed buildings and various units and/or apartments therein in accordance with the sanctioned building plan.

Pal Adv.

Md. Arif Hossain
Sanojaparvin

Sarvina Khatoon

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha,
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

ARTICLE: VIII: - DEVELOPER ALLOCATION

- 1) The total construction as per sanction plan to be sanctioned from the Berhampore Municipality and together with proportionate share in the land as well as common areas and facilities including all other right and/ or common rights.
- 2) Developer shall be exclusively entitled to Developer's allocation with exclusive right to transfer or otherwise deal with or dispose of the same with the First part.

ARTICLE: IX: BUILDING

- 1) The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain temporary and permanent connection of water, electricity , power, drainage, sewerage and / or as etc. the portion of new Building and other inputs and facilities required for the construction or enjoyment of a portion of the Buildings.

ARTICLE: X : OWNERS OBLIGATIONS

1. The Owners hereby agreed and covenants with the Developer not to cause any interference or hindrance in the construction of the said Building provided the Developer rightly performs its/their obligations and covenants stipulated hereunder as per Plan and standard specifications.
2. The Owners agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and or disposing of any of the Developers allocated portion on the Building or at the said property.

Sal Adr.

Md. Arif Hossain
Sameja parvin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

3) The Owners hereby agree and covenant with the Developer not to let-out, grant, lease, mortgage and/ or charge the Developer's Allocation in the said premises.

ARTICLE: XI : DEVELOPER'S OBLIGATION

- 1) The Developer hereby agrees and covenants with the Owners to start the construction of the Building in accordance with the sanctioned plan and shall complete the entire construction within 48 (Forty eight) months from the date of getting sanction of the plan in respect of the multi-storied building to be constructed over the First Schedule Property. However if Government do impose any restriction for pandemic situation then the stipulated period can be extended mutually with the Owners.
- 2) The Developer hereby agrees and covenants with the Owners not to transfer and/ or assign the benefits of this agreement or any portion thereof without the previous consent in writing of the Owners.
- 3) The Developer hereby agree and covenant with the Owners not to do violate or contravene any of the statutory provisions or rules regulations or notification applicable for construction of the said Building and hereby agree and undertake to hold the Owners indemnified against all acts, contravention and deviation of the Developer.
- 4) Generally construction of the Buildings shall be completed within the period as above provided on enforcement of any new legislation or introduction of new circular or substantial cause, time day be extended.

Pal Adv.

Md. Anif Hossain
Sonejaparvin

Sarvina Khetun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Anpita Saha
Partner

ARTICLE: XII: OWNERS INDEMNITY

- 1) The Owners hereby undertake that the Developer shall enjoy its Allocated space without any interference and / or disturbances provided the Developer perform and fulfill all terms and condition and obligations herein contained and/or in its/their part to be observed and performed.
- 2) If during the course of construction , any persons or adjacent neighbors shall take any action in respect of the right, title and Ownership in the First scheduled land or any portion thereof , then in that event , the Owners shall be liable at his own cost for defending such legal action or proceeding and shall also be liable to pay only the costs which may become payable in respect of such proceeding and for the aforesaid purposes the Owners hereby agree to indemnify and keep the Developers indemnified at all times against all suits, actions, proceedings, costs, charges and expenses in respect thereof.
- 3) All Tax and all dues as on this day if payable to any authority and Government of West Bengal shall be paid by the Owners.

ARTICLE: XIV: DEVELOPER'S INDEMNITY

- 1) The Developer hereby undertake to indemnify against all third party claims and actions arising out of any sort of act or commission or commission of the Developer or related to the construction of the said Building.
- 2) The Developer hereby undertake to indemnify against all action, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the Development of the said Premises and / or in

Pal Adv.

Md. Arif Hossain
Sameja parvin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha.
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

the matter of construction of the said Building and /or for any defect therein.

- 3) The Developer shall collect the GST from the purchasers of different units and shall deposit the same by own arrangement to the competent authority as per law.
- 4) That the Owners cum vendor cannot claim any amount against the common portions of the proposed building.
- 5) That the developer shall pay 37% of the sale price of each salable units of the multistoried building to be constructed upon the First schedule property.

ARTICLE: XV:- MISCELLANEOUS

- 1) The Owners and the Developer have entered into this agreement for development of the First schedule below.
- 2) The Owners hereby undertake to do all such lawful acts, deeds, matters and the Owners shall execute any such additional application and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or against the spirit of this agreement or violation or contravenes any structure provisions, rules, regulations notification and others.
- 3) Any notice required to be given by the Developer shall without prejudice to any other made or service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand

Saha

Md. Arif Hossain

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Sarvina Chakrabarti

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajindra Kumar Saha,
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Aspita Saha
Partner

or sent by prepaid registered post to the registered office of the Developer at their / its recorded address.

- 4) That the First part owners are entitled to get a signed copy of each agreement for sale to execute among the Owner cum vendors, the developer and the intending purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Lot No. - 1)

Dist.- Murshidabad, P.S.- Berhampore Town, Mouza- Gorabazar, J.L. No. 90, Sub-Registry Office Berhampore, Rent Payable to the Collector of Murshidabad, on behalf of State of West Bengal, within Berhampore Municipality. Ward number - 23.

<u>Khatian No.</u>	<u>Plot No.</u>	<u>Nature</u>	<u>Area</u>
R.S. 1925	R.S. 2211	Viti	6.6 $\frac{1}{2}$ dec
L.R. 19186	L.R. 4733		
19190, 19677,			
19679, 15084, 15085			

Pal Adv.

Md. Arif Hossain

Sonejparvin

Sarvina Khatoon

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

(Lot No. - 2)

Dist.- Murshidabad, P.S.- Berhampore Town, Mouza- Gorabazar, J.L. No. 90, Sub-Registry Office Berhampore, Rent Payable to the Collector of Murshidabad, on behalf of State of West Bengal, within Berhampore Municipality. Ward number - 23.

<u>Khatian No.</u>	<u>Plot No.</u>	<u>Nature</u>	<u>Area</u>
R.S. 1925	R.S. 2211	Viti	14.89 dec
L.R. 1947	L.R. 4733		

Total 21.49 dec, appertaining to holding number 18/20/1, K.K. Banerjee Road, within Berhampore Municipality and the property has been marked by Red colour of the Map annexed with this deed.

Boundary of the Plot :- On the North - 12 Feet wide Road, On the South - Other's property and Road, On the East - 10 Feet wide Road, On the West - Land of Tahidul Islam.

THE SECOND SCHEDULE ABOVE REFERRED TO:

In consideration of construction of Multi storied building by the Developer over the First Schedule property, the Developer shall have to pay 37% of the sale price of each residential commercial, semi-commercial units to the First part. The First part cannot claim more amount as agreed by this agreement.

Pal Adv.

Md. Anis Hossain

Sameja parvin

Sarvina Khatun

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajindran Kumar Saha,
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Arpita Saha
Partner

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

The entire constructed area of the buildings including the residential, commercial, semi-commercial, garages to be constructed over the "First Schedule Property" including passages and all other structures of the entire covered and uncovered area of the said property as per sanctioned plan including the open space or vacant land and all other common facilities advantages including proportionate right upon the land underneath the structure together with absolute right on the part of the Developer to enter into an agreement for the sale and/or transfer, lease or in any way deal with the same along with the Owners thereof in the manner hereinafter as per sanctioned building plan.



This Developer's agreement contains the L.T.I. & Finger Prints of all the ten fingers & photo graphs of the First Part & Second Part which shall be treated as a part of this Developer's agreement.

Pal Adv.

Md. Arif Hossain
Sameja Parvin

Sarvina Khatoon

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Aspita Saha
Partner

IN WITNESS WHEREOF BOTH THE PARTIES to the agreement put their signatures.

IN PRESENCE OF:-

1) - Shyamal Bhattacharya
Saiedabal
Berhampore

Md. Arif Hossain
Sameja Parvin
Sarvina Khatoon

SIGNATURE OF THE FIRST PART

2) Bijan Kr Sarker
75/31 K.P.C. Road.
Gorabazar
P.O. Berhampore
H.M.S.D.

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Rajendra Kumar Saha
Partner

SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS

Aspita Saha
Partner

Drafted by me
Mihir Pal
Advocate

Mihir Pal
(Advocate)

Berhampore Court, Murshidabad (W.B.)
ENLT-NO.- W.B.355/87.

SIGNATURE OF THE SECOND PART

Type by me:-

Biswarup Adhikari

LAND

1

LORD



Md. Arif Hossain



Sarvina Khatri



Sarvina Khatri

L-T-P



L-T-P



L-I-P



L-I-P



L-M-P



L-M-P



L-R-P



L-R-P



L-L-P



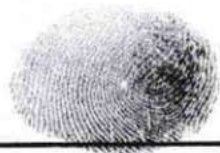
L-L-P



R-T-P



R-T-P



R-I-P



R-I-P



R-M-P



R-M-P



R-R-P



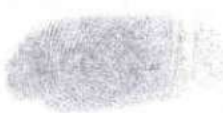
R-R-P



R-L-P



R-L-P



DEVELOPER.



	L-T-P			L-T-P	
	L-I-P			L-I-P	
	L-M-P			L-M-P	
	L-R-P			L-R-P	
	L-L-P			L-L-P	
	R-T-P			R-T-P	
	R-I-P			R-I-P	
	R-M-P			R-M-P	
	R-R-P			R-R-P	
	R-L-P			R-L-P	








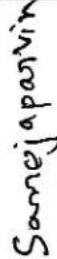



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue










OFFICE OF THE A.D.S.R. BERHAMPUR, District Name :Murshidabad

Signature / LTI Sheet of Query No/Year 12032002946050/2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	MD ASIF HOSSAIN RAJDHARPARA, City:- , P.O:- RAJDHARPARA, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742165	Land Lord			
2	SANEJA PARVIN RAJDHARPARA, City:- , P.O:- RAJDHARPARA, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742165	Land Lord			
3	SARVINA KHATUN 23 NO SRISHCHANDRA NANDI ROAD, City:- , P.O:- BERHAMPORE, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101	Land Lord			

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	RAJENDRA KUMAR SAHA 18/6, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:- Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101	Representative of Developer [SWARNA PRADEEP INFRASTRUCTURAL SOLUTION]			
5	SMT ARPITA SAHA 18/6, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:- Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101	Representative of Developer [SWARNA PRADEEP INFRASTRUCTURAL SOLUTION]			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	BIJAN KUMAR SARKAR Son of Late BIPAD BHANJAN SARKAR BERHAMPORE, City:- , P.O:- BERHAMPORE., P.S.-Baharampur Town, District:- Murshidabad, West Bengal, India, PIN:- 742101	MD ASIF HOSSAIN, SANEJA PARVIN, SARVINA KHATUN, RAJENDRA KUMAR SAHA, SMT ARPITA SAHA			

(AVIJIT SIKDAR)
ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
BERHAMPUR
Murshidabad, West Bengal



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

GRN Details

GRN: 192022230131831111
GRN Date: 29/09/2022 15:41:20
BRN : IK0BXYBL2
Payment Status: Successful

Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 29/09/2022 15:43:56
Payment Ref. No: 2002946050/5/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SWARNADEEP INFRASTRUCTURAL SOLUTION
Address: BERHAMPORE
Mobile: 9434197386
Depositor Status: Buyer/Claimants
Query No: 2002946050
Applicant's Name: Mr S Bhattachariya
Address: A.D.S.R. BERHAMPUR
Office Name: A.D.S.R. BERHAMPUR
Identification No: 2002946050/5/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002946050/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	35003
2	2002946050/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	27014
			Total	62017

IN WORDS: SIXTY TWO THOUSAND SEVENTEEN ONLY.

Major Information of the Deed

Deed No :	I-1203-18817/2022	Date of Registration	13/10/2022
Query No / Year	1203-2002946050/2022	Office where deed is registered	
Query Date	29/09/2022 12:19:15 PM	A.D.S.R. BERHAMPUR, District: Murshidabad	
Applicant Name, Address & Other Details	S Bhattachariya Thana : Baharampur Town, District : Murshidabad, WEST BENGAL, Mobile No. : 9434197386, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4309] Other than Immovable Property, Indemnity Bond [Rs : 50/-], [4311] Other than Immovable Property, Receipt [Rs : 27,00,000/-]		
Set Forth value	Market Value		
Rs. 26,00,000/-	Rs. 2,74,54,585/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,003/- (Article:48(g))	Rs. 27,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Murshidabad, P.S:- Baharampur Town, Municipality: BERHAMPORE, Road: KALI KRISHNA BANERJEE ROAD(WARD-23), Mouza: Gorabajar, JI No: 90, Pin Code : 742101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4733 (RS :-)	LR-19186	Viti	Viti	0.83 Dec	1,00,000/-	10,59,382/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-4733 (RS :-)	LR-19679	Viti	Viti	0.83 Dec	1,00,000/-	10,59,382/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L3	LR-4733 (RS :-)	LR-15084	Viti	Viti	1.65 Dec	2,00,000/-	21,06,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L4	LR-4733 (RS :-)	LR-15085	Viti	Viti	1.65 Dec	2,00,000/-	21,06,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L5	LR-4733 (RS :-)	LR-19190	Viti	Viti	0.83 Dec	1,00,000/-	10,59,382/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L6	LR-4733 (RS :-)	LR-19677	Viti	Viti	0.83 Dec	1,00,000/-	10,59,382/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,

L7	LR-4733 (RS :-)	LR-1947	Viti	Viti	14.89 Dec	18,00,000/-	1,90,05,057/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
		TOTAL :			21.51Dec	26,00,000 /-	274,54,585 /-	
		Grand Total :			21.51Dec	26,00,000 /-	274,54,585 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>MD ASIF HOSSAIN (Presentant) Son of Md HARUN RASID RAJDHARPARA, City:- , P.O:- RAJDHARPARA, P.S:-Baharampur Town, District:- Murshidabad, West Bengal, India, PIN:- 742165 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.:: ACxxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence</p>
2	<p>SANEJA PARVIN Wife of Md ASIF HOSSAIN RAJDHARPARA, City:- , P.O:- RAJDHARPARA, P.S:-Baharampur Town, District:- Murshidabad, West Bengal, India, PIN:- 742165 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.:: CQxxxxxx4H,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence</p>
3	<p>SARVINA KHATUN Wife of INAMUL HAQUE 23 NO SRISHCHANDRA NANDI ROAD, City:- , P.O:- BERHAMPORE, P.S:- Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.:: Blxxxxxx6M,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>SWARNAPRADEEP INFRASTRUCTURAL SOLUTION 18/7/1, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101 , PAN No.:: AExxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	RAJENDRA KUMAR SAHA Son of BIDYUT KUMAR SAHA 18/6, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx9E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWARNAPRADEEP INFRASTRUCTURAL SOLUTION (as PARTNER)
2	SMT ARPITA SAHA Wife of RAJENDRA KUMAR SAHA 18/6, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:- Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx9A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWARNAPRADEEP INFRASTRUCTURAL SOLUTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
BIJAN KUMAR SARKAR Son of Late BIPAD BHANJAN SARKAR BERHAMPORE, City:- , P.O:- BERHAMPORE, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101			

Identifier Of MD ASIF HOSSAIN, SANEJA PARVIN, SARVINA KHATUN, RAJENDRA KUMAR SAHA, SMT ARPITA SAHA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MD ASIF HOSSAIN	SWARNAPRADEEP INFRASTRUC TURAL SOLUTION-0.83 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	MD ASIF HOSSAIN	SWARNAPRADEEP INFRASTRUCTURAL SOLUTION-0.83 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	MD ASIF HOSSAIN	SWARNAPRADEEP INFRASTRUCTURAL SOLUTION-1.65 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	SANEJA PARVIN	SWARNAPRADEEP INFRASTRUCTURAL SOLUTION-1.65 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	SANEJA PARVIN	SWARNAPRADEEP INFRASTRUCTURAL SOLUTION-0.83 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	SANEJA PARVIN	SWARNAPRADEEP INFRASTRUCTURAL SOLUTION-0.83 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	SARVINA KHATUN	SWARNAPRADEEP INFRASTRUCTURAL SOLUTION-14.89 Dec

Land Details as per Land Record

District: Murshidabad, P.S:- Baharampur Town, Municipality: BERHAMPORE, Road: KALI KRISHNA BANERJEE ROAD(WARD-23), Mouza: Gorabajar, JI No: 90, Pin Code : 742101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4733, LR Khatian No:- 19186	Owner:আসিফ হোসেন , Gurdian:হারুন অল রসিদ, Address:নিজ , Classification:পুকুরপাড়, Area:0.00830000 Acre,	MD ASIF HOSSAIN
L2	LR Plot No:- 4733, LR Khatian No:- 19679	Owner:আসিফ হোসেন, Gurdian:হারুন রসিদ, Address:নিজ , Classification:পুকুরপাড়, Area:0.00830000 Acre,	MD ASIF HOSSAIN
L3	LR Plot No:- 4733, LR Khatian No:- 15084	Owner:আসিফ হোসেন, Gurdian:হারুন অল রসিদ, Address:রাজধরপাড়া , Classification:পুকুরপাড়, Area:0.01650000 Acre,	MD ASIF HOSSAIN
L4	LR Plot No:- 4733, LR Khatian No:- 15085	Owner:সানেজা পারভিন, Gurdian:আসিফ হোসেন, Address:রাজধরপাড়া , Classification:পুকুরপাড়, Area:0.01650000 Acre,	SANEJA PARVIN
L5	LR Plot No:- 4733, LR Khatian No:- 19190	Owner:সানেজা পারভিন, Gurdian:আসিফ হোসেন, Address:নিজ , Classification:পুকুরপাড়, Area:0.00830000 Acre,	SANEJA PARVIN
L6	LR Plot No:- 4733, LR Khatian No:- 19677	Owner:সানেজা পারভিন, Gurdian:আসিফ হোসেন, Address:নিজ , Classification:পুকুরপাড়, Area:0.00830000 Acre,	SANEJA PARVIN
L7	LR Plot No:- 4733, LR Khatian No:- 1947	Owner:তপন কুমার ঘোষ, Gurdian:শিব সাধন ঘোষ, Address:নিজ , Classification:পুকুরপাড়, Area:0.81040000 Acre,	Seller is not the recorded Owner as per Applicant.

On 29-09-2022

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

Presented for registration at 18:15 hrs on 29-09-2022, at the Private residence by MD ASIF HOSSAIN , one of the Executants.

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 2,74,54,585/-

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

Execution is admitted on 29/09/2022 by 1. MD ASIF HOSSAIN, Son of Md HARUN RASID, RAJDHARPARA, P.O: RAJDHARPARA, Thana: Baharampur Town, , Murshidabad, WEST BENGAL, India, PIN - 742165, by caste Muslim, by Profession Business, 2. SANEJA PARVIN, Wife of Md ASIF HOSSAIN, RAJDHARPARA, P.O: RAJDHARPARA, Thana: Baharampur Town, , Murshidabad, WEST BENGAL, India, PIN - 742165, by caste Muslim, by Profession Business, 3. SARVINA KHATUN, Wife of INAMUL HAQUE, 23 NO SRISHCHANDRA NANDI ROAD, P.O: BERHAMPORE, Thana: Baharampur Town, , Murshidabad, WEST BENGAL, India, PIN - 742101, by caste Muslim, by Profession Business

Indetified by BIJAN KUMAR SARKAR, , Son of Late BIPAD BHANJAN SARKAR, BERHAMPORE, P.O: BERHAMPORE, Thana: Baharampur Town, , Murshidabad, WEST BENGAL, India, PIN - 742101, by caste Hindu, by profession Business

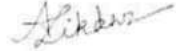
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 29-09-2022 by RAJENDRA KUMAR SAHA, PARTNER, SWARNAPRADEEP INFRASTRUCTURAL SOLUTION (Partnership Firm), 18/7/1, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:- Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101

Indetified by BIJAN KUMAR SARKAR, , Son of Late BIPAD BHANJAN SARKAR, BERHAMPORE, P.O: BERHAMPORE, Thana: Baharampur Town, , Murshidabad, WEST BENGAL, India, PIN - 742101, by caste Hindu, by profession Business

Execution is admitted on 29-09-2022 by SMT ARPITA SAHA, PARTNER, SWARNAPRADEEP INFRASTRUCTURAL SOLUTION (Partnership Firm), 18/7/1, K.K.Banerjee Road, City:- , P.O:- BERHAMPORE, P.S:-Baharampur Town, District:-Murshidabad, West Bengal, India, PIN:- 742101

Indetified by BIJAN KUMAR SARKAR, , Son of Late BIPAD BHANJAN SARKAR, BERHAMPORE, P.O: BERHAMPORE, Thana: Baharampur Town, , Murshidabad, WEST BENGAL, India, PIN - 742101, by caste Hindu, by profession Business



AVIJIT SIKDAR
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BERHAMPUR
Murshidabad, West Bengal

On 13-10-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,014.00/- (B = Rs 27,000.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 27,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/09/2022 3:43PM with Govt. Ref. No: 192022230131831111 on 29-09-2022, Amount Rs: 27,014/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BXYBL2 on 29-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,003/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,003/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 3292, Amount: Rs.5,000.00/-, Date of Purchase: 29/09/2022, Vendor name: S Pal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 29/09/2022 3:43PM with Govt. Ref. No: 192022230131831111 on 29-09-2022, Amount Rs: 35,003/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BXYBL2 on 29-09-2022, Head of Account 0030-02-103-003-02



AVIJIT SIKDAR
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BERHAMPUR
Murshidabad, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1203-2022, Page from 330330 to 330365

being No 120318817 for the year 2022.



Digitally signed by AVIJIT SIKDAR
Date: 2022.10.14 12:02:46 +05:30
Reason: Digital Signing of Deed.

Avijit SIKDAR

(AVIJIT SIKDAR) 2022/10/14 12:02:46 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BERHAMPUR
West Bengal.

(This document is digitally signed.)