69381 एक सौ रुप्य HUNDREDRUPEES পन्চिম्বঙ্গ पश्चिम बंगाल WEST BENGAL 1378272/22 2 2 JUN 2022 This Development Power Of Attorney made this 22 nd day of June, Two thousand twenty two (2022 A.D.). BETWEEN Contd.....P/2, Prosporta Rom



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

GRN Details

192022230056300498 GRN:

GRN Date: 22/06/2022 13:55:49

BRN: 0795699151626

202217343211600 Gateway Ref ID:

Payment Status: Successful Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway: SBIePay Payment Gateway

22/06/2022 13:57:03 BRN Date:

Method: State Bank of India New PG

Payment Ref. No: 2001878272/9/2022

[Query Nu/*/Query Year]

Depositor Details

Depositor's Name:

SDHAR

Address:

PRAGATI MAIDAN

Mobile:

9830382999

Depositor Status:

Seller/Executants

Query No:

2001878272

Applicant's Name:

Mr Suvankar Dhar

Address:

ARA - II KOLKATA

Office Name:

A.R.A. - II KOLKATA

Identification No:

2001878272/9/2022

Remarks:

Sale, Development Agreement or Construction agreement Payment No 9

Payment Details

SI. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001878272/9/2022	Property Registration- Stamp duty	0030-02-103-003-02	20 .
2	2001878272/9/2022	Property Registration-Registration Fees	0030-03-104-001-16	98
			TITLE FOR I	710

IN WORDS:

ONE HUNDRED EIGHTEEN ONLY.



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

GRN Details

GRN:

192022230055767271

GRN Date:

21/06/2022 22:38:29

BRN:

IK0BSZXCY6

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

Online Payment State Bank of India

21/06/2022 22:39:43

Payment Ref. No:

BRN Date:

2001878272/2/2022

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Srijib Sundar Adhya

Address:

101/2, Sarat Chatterjee Road

Mobile:

9804182673

Depositor Status:

Others

Query No:

2001878272

Applicant's Name:

Mr Suvankar Dhar

Identification No:

2001878272/2/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

S1. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)	
1	2001878272/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	19901	
2	2001878272/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21007	

Total

40908

IN WORDS:

FORTY THOUSAND NINE HUNDRED EIGHT ONLY.

(1) SRI PRASANTA PAUL (PAN: DBEPP2965M)) son of Late Durga Charan Paul, by faith Hindu, by Nationality Indian, by occupation business, residing at Apartment Flat No.A1, 181/13, B. C. Chatterjee Street, Loknath Park, P.S. Belgharia, Kolkata-700056, P.S. Belghoria, (2) SRI SUVANKAR DHAR (PAN:AJXPD0612K) son of Late Sitanshu Dhar, by faith Hindu, by Nationality Indian, by occupation business, residing at P-179, Sec-A. Metropolitan Housing Society (Nimakpattan), P.S. Pragati Maidan, Kolkata-700105, (3) SRI KAMAL SAHA (PAN: AWUPS4417P) son of Late Kali Sankar Saha, by faith Hindu, by Nationality Indian, by occupation business, residing at P-57. Sec-B, Metropolitan Housing Society (Nimakpattan), P.S. Pragati Maidan, Kolkata-700105, hereinafter Called to as the "LANDOWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context he deemed to mean and include their respective heirs, legal representatives. executors administrators and permitted assigns) of the FIRST PART.

AND

M/S. A. K. DEVELOPER (PAN:ABVFA9058Q) a Partnership firm having its registered office at P-81A,C.I.T.SchemeNo.SM, Ground floor. Kolkata-700010, represented through its Partners (1) SRI SUVANKAR DHAR (PAN:AJXPD0612K) son of Late Sitanshu Dhar, by faith Hindu, by Nationality Indian, by occupation business, residing at P-179, Sec-A, Metropolitan Housing Society (Nimakpattan), P.S. Pragati Maidan, Kolkata-700105, (2) SRI KAMAL SAHA (PAN: AWUPS4417P) son of Late Kali Sankar Saha, by faith Hindu, by Nationality Indian, by occupation business, residing at P-57. Sec-B, Metropolitan Housing Society (Nimakpattan), P.S. Pragati Maidan, Kolkata-700105, hereinafter called and 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 or successors in office and assigns) of

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WHEREAS by a Bengali Kobala dated the 28th day of Aswin 1354 B.S. corresponding with the 15th day of October, 1947 made between Sri Sanyasi Charan Biswas as the Vendor of the One Part and the said Smt. Subhasini Roy as the Purchaser of the Other Part and registered in Book No.I, Volume No.92, pages 246 to 260, being No.3652 for the year 1947 of the Calcutta Registry Office the said Sanyasi Charan Biswas for the consideration therein mentioned did thereby grant convey sell and transfer free from all encumbrances whatsoever unto the said Smt. Subhasini Roy the piece or parcel of land hereditaments and premises containing an area of 14 Cottahs 2 Chittacks and 30 Sq.ft. being the divided and demarcated portion of premises no.21/1. Nilmoni Mitra Row and premises no.24, Nilmoni Mitra Row situated within the Municipal limits of the town of Calcutta but in the District of 24 Parganas more fully and particularly mentioned and described in the schedule thereunder written and particularly shown in the map or plan annexed thereto with all rights on the common passage within Sarkar Bagan Bustee as mentioned therein.

AND WHEREAS the said Smt. Subhasini Roy since her purchase as aforesaid was absolutely seized and possessed of or otherwise well and sufficiently entitled as and for an undefeasible estate of inheritance in fee simple in possession of an estate equivalent thereto to the said piece or parcel of land.

AND WHEREAS by an Indenture of Mortgage made on and bearing date the 23rd day of November,1956 made between the said Smt. Subhasini Roy as the Mortgagor of the One Part and one Mon Mohan Roy Chowdhury as the Mortgagee of the Other Part and registered in Book No.I, Volume No.140. pages 48 to 57, being No. 5116 for the year 1956 of the Calcutta Registry Office the said Smt. Subhasini Roy did for the consideration therein mentioned mortgage in favour of the said Mon Mohan Roy Chowdhury the said

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demarcated portion of premises Nos.21/1 and 24. Nilmoni Mitra Row and 47, Bhupendra Bose Avenue, all belonging to her to secure the repayment of the sum of Rs.16,000/- (Rupees Sixteen thousand) only with interest thereon at the rate of 8 (Eight) percent per annum.

AND WHEREAS by an Indenture of Further Charge made on and bearing date the 16th day of February,1957 between the said Smt. Subhasini Roy as the Mortgagor of the One Part and Mon Mohan Roy Chowdhury as the Mortgagee of the One Part and registered in Book No.1. Volume No.31, pages 209 to 218, being No.515 for the year 1957 of the Calcutta Registry Office the said Smt. Subhasini Roy did for the consideration therein mentioned mortgage and/or further charge in favour of the said Mon Mohan Roy Chowdhury the said demarcated partion of premises No. 21/1 and 24. Nilmoni Mitra Row and 47. Bhupendra Bose Avenue, all belonging to her to secure the repayment of the sum of Rs.6.000/- (Rupees Six thousand) only with interest thereon at the rate of 8 (Eight) percent per annum.

AND WHEREAS thereafter by a Deed of Settlement made on and bearing date the 14th day of July,1959 between Smt. Subhasini Roy, the First Confirming party herein, as the Settlor of the First Part, the said Nibaran Chandra Roy, the Second Confirming party hereto, as the Second Confirming party of the Second Part and the said Nilratan Bhattacharyya, as the Trustee of the Third Part and registered in Book No.1, Volume No.88, pages 67 to 76, being No.3139 for the year 1959 of the Calcutta Registry Office the said Smt. Subhasini Roy for the consideration and desire therein more particularly mentioned did thereby grant convey transfer and assure unto the said Trustee Nilratan Bhattacharyya, all and singular the said premises more fully and Particularly mentioned and described in the said Indenture including all that the

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piece or parcel of land or ground including the half part of the common passage on the North containing by measurement an area of 12 Cottahs 2 Chittacks and 25 sq.ft. be the same a little more or less being the remaining portion of the divided and demarcated portion of premises Nos. 21/1 and 24. Nilmoni Mitra Row also known as Nilmoni Mitra Road and 47, Bhupendra Bose Avenue, all belonging to the said Settlor.

AND WHEREAS by the said Deed of Settlement, it was inter alia provided as follows:-

- (a) That the Trustee shall during the lifetime of the Settlor and her husband Nibaran Chandra Roy or the survivors of them hold the said Trust properties for the benefit of the Settlor and her said husband or the
- (b) That the Trustee shall be entitled to live in and occupy a portion of any of the said premises under the Trust as he shall at his sole discretion decide with his family without payment of any rent.
- (c) The Trustee may, at his sole discretion but during the lifetime of the Settlor and her husband with their consent only, sell and dispose of any of the properties forming the trust or any part thereof, either by Public auction or by Private treaty without being in any way answerable to any loss and may execute a Conveyance and other assurance, give effectual receipts and discharges for the purchase money and do all other acts deeds matters and things whatsoever for completing such sale as he may think fit proper and necessary.

AND WHEREAS subsequently by an Indenture of Re-conveyance made on and bearing date the 4th day of July 1960 and made between the said Mon Mohan Roy Chowdhury as the Mortgagee of the One Part and the said Smt.

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Subhasini Roy as the Mortgagor of the Other Part and registered in Book No.I. Volume No.38, pages 116 to 124, being No.1582 for the year 1960 of the Sealdah Sub-Registry office the said Mon Mohan Roy Chowdhury gave a Release in favour of the said Smt. Subhasini Roy in respect of a portion of premises No.21/1, Nilmoni Mitra Row measuring 2 Cottahs 4 Chittacks and 26 sq.ft. receiving the payment of Rs.6,000/- (Rupees Six thousand) only.

AND WHEREAS by a Bengali Cobala made on and bearing date the 4th day of July 1960 between one Satya Charan Pal as the Purchaser of the First Part, Nifratan Bhattacharyya as the Vendor of the Second Part, the said Smt. Subhasini Roy as the First Confirming Party of the Third Part and the said Nibaran Chandra Roy as the Second Confirming party of the Fourth Part and registered in Book No.1, Volume No.40, pages 90 to 95, being No.1584 for the year 1960 of the Sealdah Sub-Registry office the said vendor Nilratan Bhattacharyya did for the consideration therein mentioned convey unto the said Satya Charan Pal the said divided and demarcated portion of premises No.21/1. Nilmoni Mitra Row measuring 2 Cottahs 4 Chittacks and 26 sq.ft.

AND WHEREAS the remaining portion of the divided and demarcated portion of the premises Nos. 21/1 and 24, Nilmoni Mitra Row being one of the subject matters of the said Deed of Settlement was subsequently known and numbered as Premises No. 24/1. Nilmoni Mitra Row, now known as Nilmoni Mitra Road, Calcutta;

AND WHEREAS for the purpose of paying off the mortgage dues of the said Mon Mohan Roy Chowdhury under the said recited Indenture of Mortgage the Trustee decided to sell a portion of the said premises No. 24/1, Nilmoni Mitra Row, Calcutta and negotiated for sale thereof with the consent and approval of the First Confirming party and the Second Confirming party.

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AND WHEREAS by an Agreement for Sale made on and bearing date the 27th day of June 1964 between the Vendor NILRATAN BHATTACHARYYA of the One Part and the Purchasers SUNIL KUMAR PAUL, DURGA CHARAN PAUL AND RAGHU NATH PAUL of the Other Part, the Vendor with the consent of the First Confirming partys Smt. Subhasini Roy and the Second Confirming party Nibaran Chandra Roy agreed with the Purchasers therein, for the absolute sale to the Purchasers and/or their nominees of a demarcated portion of the said premises No. 24/1. Nilmoni Mitra Row, also known as Nilmoni Mitra Road, Calcutta in the Municipal town of Calcutta, with the consideration money mentioned therein.

AND WHEREAS after payment full and final consideration money by the purchasers above named, by virtue of a registered Deed of Conveyance bearing dated 6th day of September, 1965, executed by and between NILRATAN BHATTACHARYUYA as the Vendor of the First Part, SRIMATI SUBHASINI ROY wife of Nibaran Chandra Roy as the First Confirming Party of the Second Part and NIBARAN CHANDRA ROY son of Ram Nath Roy deceased, as the Second Confirming Party of the Third Part and (1) SUNIL KUMAR PAUL, (2) DURGA CHARAN PAUL and (3) RAGHU NATH PAUL all sons of Hari Dhone Paul therein referred to as the PURCHASERS of the Fourth Part, and the said Deed was registered in the office of the Alipore Registry office and recorded in Book No.1, Volume No.167, Pages from 119 to 135, being No.5687 for the year 1965, the said Vendor with the consent of the two confirming parties, sold conveyed and transferred the property ALL THAT the piece or parcel of land containing by measurement an area of 7(seven) cottahs 8(eight Chittacks and 29(twenty nine) square feet be the same a little more or less situated lying at and being the

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divided front portion of PREMISES NO.24/1, NILMONI MITRA ROW, also known as Nilmoni Mitra Road, in the town of Calcutta Police Station Chitpore, Sub-Registry office at Sealdah District 24-Parganas now South 24-Parganas, in favour of (1) SUNIL KUMAR PAUL, (2) DURGA CHARAN PAUL and (3) RAGHU NATH PAUL absolutely and forever.

AND WHEREAS since then the said Sunil Kumar Paul, Durga Charan Paul and Raghu Nath Paul became the joint equal owners of the said the piece or parcel of land containing by measurement an area of 7(seven) cottahs 8(eight Chittacks and 29(twenty nine) square feet be the same a little more or less situated lying at and being the divided front portion of Premises No.24/1, Nilmoni Mitra Row, also known as Nilmoni Mitra Road in the town of Calcutta Police Station Chitpor.

AND WHEREAS thereafter while the said Sunil Kumar Paul, Durga Charan Paul and Raghu Nath Paul were seized possessed off and/or well sufficiently entitled to the said property, they mutated and separated their purchased divided and demarcated front portion of Premises No.24/1. Nilmoni Mitra Row, and the KMC authority has generated a new Premises No.24/1A. Nilmoni Row, (formerly known as Nilmoni Mitra Road) Calcutta being Assessee No.11-005-13-0089-0.

AND WHEREAS since then the said Sunil Kumar Paul, Durga Charan Paul and Raghu Nath Paul became the joint owners of the property All That the piece or parcel of land containing by measurement an area of 7(seven) cottahs 8(eight Chittacks and 29(twenty nine) square feet be the same a little more or less togetherwith the corrugated tin shed thereon situated lying at and being Premises No.24/1A. Nilmoni Row, also known as Nilmoni Mitra Road and Nilmoni Mitra Row, Kolkata-700002, P.S. Chitpore, within the limits

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of Kolkata Municipal Corporation under Ward No.005, Sub-Registry office at Sealdah, District South 24-Parganas, morefully described in the First Schedule hereunder.

AND WHEREAS subsequently for better uses and accommodation the said Sunil Kumar Paul, Durga Charan Paul and Raghu Nath Paul, (by virtue of a registered Deed of Partition bearing dated 4th day of March, 1975, executed by and between SRI SUNIL KUMAR PAUL of the First Party and SRI DURGA CHARAN PAUL of the Second Party and SRI RAGHUNATH PAUL of the Third Party therein, which was registered in the office of the Sub-Registrar Sealdah and recorded in Book No.1, Volume No.1, Pages from 284 to 296, being No.416 for the year 1975,) were amicably settled and partitioned their property in respect of the said piece and purcel of land with corrugated thin shed situated lying at and being Premises No.24/1A, Nilmoni Row, (formerly known as Nilmoni Mitra Road and Nilmoni Mitra Row) Kolkata-700002. P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005. Sub-Registry office at Sealdah. District South 24-Parganas.

AND WHEREAS by virtue of the above mentioned Deed of Partition, the said Sunil Kumar Paul was allotted a separated demarcated and divided LOT-A, containing the land area 2 cottah 5 chittacks and 7 square feet more or less of the said Premises No.24/1, Nilmoni Mitra Row (Nilmoni Mitra Road) now 24/1A, Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully and particularly shown in the Schedule therein written and since then the said LOT-A hold, enjoyed and possessed by the said SUNIL KUMAR PAUL as sole owner in severalty exclusively and absolutely forever.

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AND WHEREAS by virtue of the above mentioned Deed of Partition, the said Durga Charan Paul was allotted a separated demarcated and divided LOT-B, containing the land measuring about 2 cottah 6 chittacks and 4 square feet more or less of the said Premises No.24/1A, Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully and particularly shown in the Schedule therein written and since then the said LOT-B hold, enjoyed and possessed by the said DURGA CHARAN PAUL as sole owner in severalty exclusively and absolutely forever.

AND WHEREAS by virtue of the above mentioned Deed of Partition, the said Raghunath Paul was allotted a separated demarcated and divided LOT-C, containing the land measuring about 2 cottah 12 chittacks and 38 square feet more or less of the said Premises No.24/1A. Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully and particularly shown in the Schedule therein written and since then the said LOT-C hold, enjoyed and possessed by the said RAGHUNATH PAUL as sole owner in severalty exclusively and absolutely forever.

AND WHEREAS by virtue of the said Partition Deed, the said Sunil Kumar Paul became the owner of the divided and demarcated LOT-A portion situated and lying at Premises No.24/1A, Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully and particularly described in the Schedule hereunder written.

AND WHEREAS subsequently said Sunil Kumar Paul died intestate on 17.12.2000 leaving behind his two daughters namely Prakriti Halder and Manjula Paul as his only legal heirs and legal representatives and his wife Renuka Paul was predeceased him died intestate on 26.08.1978.

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AND WHEREAS since then the said Prakriti Halder and Manjula Paul, inherited and/or became the joint owner of the property All That the piece and parcel of land measuring about 2(two) Cottahs, 5(five) Chittacks and 7(seven) square feet be the same a little more or less togetherwith the corrugated tin shed over the said land situated and lying at Premises No.24/1A. Nilmoni Row, (formerly known as Nilmoni Mitra Road and Nilmoni Mitra Row), Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, which is delineated in the side plan with RED colour border marked as LOT-A, morefully and particularly described in the Schedule hereunder written.

AND WHEREAS while the said Prakriti Halder and Manjula Paul hold the possession of the divided and demarcated LOT-A, they mutated and separated their portion before the Kolkata Municipal Corporation and their portion was registered being Assessee No.11-005-13-0159-6 and Premises No.24/1A, Nilmoni Row, (formerly known as Nilmoni Mitra Road and Nilmoni Mitra Row). Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005 and paying the property taxes in their joint names.

AND WHEREAS thereafter by virtue of a registered Deed of Conveyance dated 10th day of August, 2021 and registered in the office of the A.R.A.H. Kolkata and recorded in Book No.I. Volume No.1902-2021, Page from 155278 to 155313, being No.190202695, for the year 2021, the said Prakriti Halder and Manjula Paul sold conveyed and transferred their right title and interest of the property All That the piece and parcel of land measuring about 2(two) Cottahs, 5(five) Chittacks and 7(seven) square feet be the same a little more or less togetherwith the corrugated tin shed over the said land

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Situated and lying at Premises No.24/1A, Nilmoni Row, (formerly known as Nilmoni Mitra Road and Nilmoni Mitra Row), Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0159-6 in favour of Sri Suvankar Dhar and Sri Kamal Saha, the Owners/Party No.2 & 3 herein.

AND WHEREAS thereafter the said Durga Charan Paul died intestate on 20.02.2007 leaving behind his wife Smt. Archana Paul, one son Sri Prasanta Paul and one daughter Smt. Sujata Halder as his only legal heirs and successors and according to the Hindu Succession Act, after the demise of said Durga Charan Paul, his only legal heirs Smt. Archana Paul, Sri Prasanta Paul and Smt. Sujata Halder, inherited and/or became the joint owners of the property All That a separated demarcated and divided LOT-B, containing the land measuring about 2 cottah 6 chittacks and 4 square feet more or less of the said Premises No.24/1. Nilmoni Mitra Row (Nilmoni Mitra Road) now 24/1A. Nilmoni Row. Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0089-0.

AND WHEREAS subsequently by virtue of a registered Deed of Gift dated 10.12.2021, which was registered in the office of the A.R.A.-I. Kolkata the said Smt. Archana-Paul gifted and transferred her undivided 1/3rd share in respect of the property. All That a separated demarcated and divided LOT-B, containing the land measuring about 2 cottah 6 chittacks and 4 square feet more or less of the said Premises No.24/1, Nilmoni Mitra Row (Nilmoni Mitra Road) now 24/1A, Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, in favour of her brother Sri Prasanta Paul absolute and forever.

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AND WHEREAS by virtue of another registered Deed of Gift dated 10.12.2021, which was registered in the office of the A.R.A.-I, Kolkata and recorded in Book No.I, Deed No.09874 for the year 2021, the said Smt. Sujata Halder gifted and transferred her undivided 1/3rd share in respect of the property All That a separated demarcated and divided LOT-B, containing the land measuring about 2 cottah 6 chittacks and 4 square feet more or less of the said Premises No.24/1, Nilmoni Mitra Row (Nilmoni Mitra Road) now 24/1A, Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, in favour of her son Sri Prasanta Paul absolute and forever.

AND WHEREAS since then the said Sri Prasanta Paul, the Owner/
Party No.1, herein became the sole and absolute owners of the property All
That a separated demarcated and divided LOT-B, containing the land
measuring about 2 cottab 6 chittacks and 4 square feet more or less of the said
Premises No.24/1. Nilmoni Mitra Row (Nilmoni Mitra Road) now 24/1A.
Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata
Municipal Corporation under Ward No.005, Assessee No.11-005-13-0089-0.

AND WHEREAS thereafter the said Prasanta Paul separated and mutated his said divided and demarcated portion being LOT-B, before the Kolkata Municipal Corporation and new premises number has been registered being Premises No.24/1A/1, Nilmoni Row, Kolkata-700002, P.S. Chitpore, being Assessee No.11-005-13-0187-0 and accordingly he paying the property taxes in his sole name before Kolkata Municipal Corporation, morefully described in the First Schedule hereunder.

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AND WHEREAS thus the said Sunil Kumar Paul since deceased was the owner of the Plot No.C, being the portion of Premises No.24/1A, Nilmoni Row, Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0089-0.

AND WHEREAS thereafter by virtue of a registered Deed of Gift dated 17.06.2022 which was registered in the office of the A.R.A.-II, Kolkata and recorded in Book No.I, Volume No.1902-2022. Pages 247390 to 247414 being No.190206718 for the year 2022, the said Sri Suvankar Dhar and Sri Kamal Saha gifted and transferred the undivided 1/10th share of the said property being Premises No.24/1A, Nilmoni Row, (formerly known as Nilmoni Mitra Road and Nilmoni Mitra Row), Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0159-6, in favour of Sri Prasanta Paul, the owner No.1 herein.

AND WHEREAS since then the said Sri Suvankar Dhar, Sri Kamal Saha and Sri Prasanta Paul became the joint owners of the property All That the piece and parcel of land measuring about 2(two) Cottahs, 5(five) Chittacks and 7(seven) square feet be the same a little more or less togetherwith the corrugated tin shed over the said land situated and lying at Premises No.24/1A, Nilmoni Row, Kolkata-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0159-6.

AND WHEREAS by virtue of a registered Deed of Gift dated 17.06.2022 which was registered in the office of the A.R.A.-II. Kolkata and recorded in Book No.I. Volume No.1902-2022. Pages 247415 to 247440, being No.190206719 for the year 2022, the said Sri Prasanta Paul gifted and transferred the undivided 1/10th share of the said property being Premises

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No.24/1A/1, Nilmoni Row, (formerly known as Nilmoni Mitra Road and Nilmoni Mitra Row), Calcutta-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0187-0, in favour of Sri Suvankar Dhar and Sri Kamal Saha, the owner No.2 & 3 herein.

AND WHEREAS since then the said Sri Prasanta Paul, Sri Suvankar Dhar and Sri Kamal Saha became the joint owners of the property All That the piece and parcel of land measuring about 2(two) Cottahs. 6(six) Chittacks and 04(four) square feet be the same a little more or less togetherwith the corrugated tin shed over the said land situated and lying at Premises No.24/1A/1, Nilmoni Row, Kolkata-700002, P.S. Chitpore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0187-0, morefully described in the First Schedule hereunder.

AND WHEREAS thus the said SRI PRASANTA PAUL, SRI SUVANKAT DHAR, SRI KAMAL SAHA became the joint owners of the two properties one being Premises No.24/1A/1. Nilmoni Row, Ward No.05. Assessee No.11-005-13-0187-0 and another Premises No.24/1A, Nilmoni Row, Ward No.05, Assessee No.11-005-13-0159-6, morefully described in the First Schedule hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS after amalgamation of the above mentioned two properties morefully described in the First Schedule hereunder, and total land area will be 04 cottahs, 11 chittacks and 11 square freet more or less and the above named owners shall become the joint owners of the said amalgamated property and the terms and conditions mentioned in this Development Agreement shall stands without any changes.

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AND WHEREAS thus the above named Landowners, the parties of the First Part herein, are jointly seized possessed of the said property ALL THAT the piece or parcel of land containing by measurement an area of 02(two) cottahs, 6(six) Chittacks and 04(four) chittacks be the same a little more or less togetherwith one storied fully tenanted R.T. Shed situated and lying at Premises No.24/1A/1, Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0187-0. And ALL THAT the piece or parcel of land containing by measurement an area of 02(two) cottahs, 5(five) Chittacks and 07(seven) chittacks be the same a little more or less togetherwith one storied fully tenanted R.T. Shed situated and lying at Premises No.24/1A. Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0159-6, Sub-Registry office at Sealdah, District South 24-Parganas... morefully described in the First Schedule hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS the Vendors/Owners the parties of the First Part herein want to develop the said two property being Municipal Premises No.24/1A/1, and 24 IA. Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully and particularly described in the First Schedule hereunder and hereinafter referred to as the said property comprised AND WHEREAS owing to the scarcity of the fund, the Landowners, the First Party herein, are searching a suitable person/firm who shall take all responsibility and spend entire construction costs of the said new building in lieu of the proportionate share of land.

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AND WHEREAS the Developer/Second party herein contacted with the First party/Vendors herein to Develop their property, morefully described in the First Schedule hereunder, demolishing old structure and construction a new building in respect of the said property being Municipal Premises No.24/1A/1, and 24/1A, Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully described in the First Schedule hereunder, and the First party/Owners herein have agreed with the Second party to make development of the said property, on the following terms and conditions.

AND WHEREAS the landowners are hereby giving consent to the Developer for amalgamation of their two properties being Municipal Premises No.24/1A/1, and 24/1A. Nilmoni Row, Kolkata-700002, Police Station Chitpore. P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, morefully described in the First Schedule hereunder and after amalgamation of the said two properties, the landowners shall have no more claim and/or demand from the Developer and there are no changes the terms and conditions, mentioned herein below.

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

I: DEFINITION:

1.1 OWNER/LANDLORDS shall mean the said (1) SRI PRASANTA

PAUL son of Late Durga Charan Paul, (2) SRI SUVANKAR DHAR son of
Late Sitanshu Dhar, and (3) SRI KAMAL SAHA son of Late Kali Sankar
Saha., the party of Part herein and their respective heirs, legal representatives
executors, administrators, assigns and none else.

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- DEVELOPER shall mean M/S. A. K. DEVELOPER a Partnership firm having its registered office at P-81A,C.I.T.SchemeNo.SM, Ground floor, Kolkata-700010, represented through its Partners (1) SRI SUVANKAR DHAR (PAN:AJXPD0612K) son of Late Sitanshu Dhar, by faith Hindu, by Nationality Indian, by occupation business, residing at P-179, Sec-A, Metropolitan Housing Society (Nimakpattan), P.S. Pragati Maidan, Kolkata-700105, (2) SRI KAMAL SAHA (PAN:AWUPS4417P) son of Late Kali Sankar Saha, by faith Hindu, by Nationality Indian, by occupation business, residing at P-57. Sec-B, Metropolitan Housing Society (Nimakpattan), P.S. Pragati Maidan, Kolkata-700105 and its successor-in-office, legal representatives and successors and assigns.
- Premises No.24/1A/L Nilmoni Row, and 24/1A. Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, District South 24-Parganas, morefully and particularly described in the FIRST SCHEDULE hereunder written.
- 1.4 <u>OLD BUILDING</u> shall mean the land with structure thereof at present existing at the said property, described in the first schedule hereunder.
- 1.5. <u>NEW BUILDING</u> shall mean the building or buildings to be constructed in accordance with the sanctioned plan of the KOLKATA MUNICIPAL CORPORATION at the said land property.
- 1.6 THE SAID PREMISES shall mean and include the entirely of the said land with structure containing by measurement an area of land 04(four) cottahs and 11(eleven) Chittacks and 11(eleven) square feet be the same a little more

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or less togetherwith one storied fully tenanted R.T. Shed structure situated and lying at Premises No.24/1A/1 and 24/1A, Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, Sub-Registry office at Scaldah, District South 24-Parganas, more fully and particularly described in the <u>FIRST SCHEDULE</u> hereunder written and also shown and delineated in the Map or Plan annexed hereto and bordered in RED thereon.

- 1.7 <u>COMMON FACILITIES AND AMENITIES</u> shall mean and include corridors hallways, stairways, passageways, lift, drive ways, common lavatories, generators provided by the Developer Pump room, Overhead Water Tank, Water Pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment provisions maintenance and /or management of the building excepting the roof and the terrace of the building complex which shall remain as sole property of the Owners No.2 & 3 herein.
- 1.8. ALLOCABLE SPACE shall mean the space in the new building or buildings available for independent use and occupation after making due provisions for common facilities and space required thereof.
- 1.9 SHARING OF ALLOCATION IN CONSTRUCTED NEW BUILDING:

OWNERS' ALLOCATION:

I) The Owner's namely Prosanta Paul will get 30% (including the tenants' accommodation) of the total constructed area or areas of the building include all the portions of the proposed constructed new building

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TOGETHERWITH undivided proportionate share of the "said land" alongwith all common services amenities and facilities thereof so to be constructed on the specification of the plan sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority/authorities, morefully described in the Second Schedule hereunder.

- II) The owner said Prosanta Paul is allocated and/or provided 50% area of his allocation on the back side of the ground floor and entire first floor and remaining back portion on the Second floor.
- (Rupees twenty one lakhs only) on account of interest free refundable security deposit money, mentioned in the memo herein below.
- IV) The Owner's namely Sri Suvankar Dhar and Sri Kamal Saha will get 10% of the total constructed area or areas of the building include all the portions of the proposed constructed new building TOGETHERWITH undivided proportionate share of the "said land" alongwith all common services amenities and facilities thereof so to be constructed on the specification of the plan sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority/authorities, morefully described in the Second Schedule hereunder.

DEVELOPER'S ALLOCATION:

1) The Developer's allocation shall be the 60% of the total constructed area or areas of the building include all the portions of the proposed constructed new building TOGETHERWITH undivided proportionate share of the "said land" alongwith all common services amenities and facilities thereof so to be constructed on the specification of the plan sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority/ authorities, described in the Third Schedule hereunder.

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- II) The Developer's allocation shall be provided 50% area of the front side on the ground floor and back side of the second floor and entire Third Floor and fourth floor.
- III) It is hereby agreed between the parties herein, the Roof right shall be absolute ownership of the Developer and if any additional floor or shed will be constructed, over the roof, in that case the landowners shall have no right to claim and/or objection in it.
- ARCHITECT shall mean such person or persons who may be appointed by the Developer for designing and planning of the new building or buildings at the said property. The Developer shall obtain the written approval of the owners/First Party or their authorized agents before submission of the design and plan for sanction by the authorities.
- 1.13 BUILDING SANCTIONED PLAN shall mean and include such plan or plans. Lay Out and specifications to be prepared by the Architect for the development of the said property including construction of the building there at as may be sanctioned by the KOLKATA MUNICIPAL CORPORATION or such other authority or authorities.
- 1.14 APARTMENTS shall mean and include the individual unit or units in the new building/s available for independent use and occupation by the prospective buyer or buyers including the Owner/Developers and their respective nominee or nominees together with the proportionate share in the common facilities and amenities including land.
- 1.15 Words importing Masculine Gender shall include Feminine and Neutral Genders likewise words importing Feminine Gender shall include Masculine and Neutral Genders.

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II: COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from the date of signing of this agreement.

III: SCOPE OF THE AGREEMENT.

- 3.1 The Developer shall develop and construct the new building in accordance with the sanctioned plan upon the land of the said premises.
- 3.2 Nothing in these presents shall be construed as a demise or agreement or conveyance in law by the Owners/landlords of the said premises or any part thereof to the Developer or as creating any right title or interest in respect thereof excepting the Developer's right as contained in this agreement.
- 3.3 The owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to constitute this Deed as partnership between the Developer and the owner or as joint Venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons in the meaning under law of the land.
- 3.4 The Developer hereby agrees and covenants with the owners not to let out, grant lease, transfer, mortgage and/or charge any portion of the newly constructed building and/or corresponding common facilities other than out of the Developer's allocation as detailed herein above.

IV: CONSIDERATION

4.1 In consideration of the Developer's having agreed to develop erect construct and complete and complete the building and to commercially exploit the said property in accordance with the plan to be sanctioned by the KOLKATA MUNICIPAL CORPORTION and/or other competent authority or authorities at its own costs. In addition to the above, the Developer agreed: -

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- a) To prepare and cause the said plan to be sanctioned in the name of the Landowners, represented by the Developer as Attorney and the Developer incur and bear all costs charges and expenses for preparation, design and sanctioning of the plan.
- To obtain all necessary permissions and/or approval and/or consents.
- To bear all costs charges and expenses for construction of the building at the said premises.
- d) To render the said property free from accumulation of all debris, construction material etc. at its own costs and expenses before handing over possession of the said apartments.

V: OWNERS' OBLIGATIOIN.

- 5.1 The Owner/Landfords are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property symbolically, but the entire structure is under the possession of the tenants/occupiers, more fully and particularly described in FIRST SCHEDULE hereunder written.
- 5.2 None other than the Landlords/First Party have any right, title interest claim and/or demand over and in respect of the said property and/or any portion thereof.
- 5.3 The owners/Landfords undertake to hand over the possession of the said property, as is where is basis. The Developer shall make arrange the shifting of the tenants/occupiers.
- 5.4 The said property is free from all encumbrances, charges, liens, lispendense, attachments, trusts, acquisition requisitions whatsoever or howsoever, save and except the tenancy.

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- 5.5 If any legal heirs claim any right of the schedule mentioned property, then the owners shall be settled and owners shall take all responsibility to give allocation from their allocation.
- 5.6 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.
- 5.7 That the Developer shall be responsible to obtain the sanctioned building plan from the Kolkata Municipal Corporation and complete the construction of the new building within 24(twenty four) months from the date of obtaining the sanctioned building plan.
- 5.8 If any legal problem and/or litigation shall arises at the time of constructions works, from the part of any landowners, in that event all legal expenses shall be borne by the landowners and also shall be liable to pay damarage charges after negotiation.
- 5.9. If the Developer fails to complete of the said proposed building within 24(twenty four) months from the date of the sanction building plan, in that event the said time shall be extended for the period of 6(six) months only more after the grace period the stipulated time will be mutually decided by both the parties and after grace period if the construction shall not be completed, in that event the Developer shall be liable to pay the damarage charges after negotiation.
- 5.10. The Owners/landlord shall be liable to bear all arrears dues in respect of the said property morefully described in the First Schedule hereunder, till the date of signing of this agreement.
- 5.11. The owners shall be liable to amalgamated their two properties and be treated as one property of land with structure, morefully described in the First Schedule hereunder.

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VI: PROCEDURE.

- 6.1. The owners/Landlords shall grant to the Developer and/or its nominee or nominees a Development Power of Attorney for the purpose of sanctioning plan, construction of the building, for development and/or for construction of new building and to make agreement for sale of the constructed units belonging to developer's allocation save and except after having handover the owners' allocation to the First party/owners.
- 6.2 Immediately, according to the KMC rules and regulation, upon the Developer's getting the possession of the said property the Developer shall be entitled to demolish the existing structures through its own constructors and at its own cost. The salvage materials there from shall belong to the Developer who shall be free to deal with the same in the manner it may decide.

VII: DEVELOPER'S RIGHT.

- 7.1 The Owners/Landlords hereby grant subject to what has been hereinafter provided, an exclusive right to the Developer to do such acts, deeds, and things as may be necessary for the development of the said property including construction of new building and also to commercially exploit the same by entering into agreement for transfer and/or construction in terms of these presents and to construct and provide the necessary common facilities and Amerities in terms of the sanctioned / sanction able building plan, lay outs and specifications, with or without modifications as may be made or caused to be made and duly approved by the competent sanctioning authority.
- 7.2 All applications, Plans and other papers and documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer at its own costs and expenses shall pay and bear all fees including Architect's fees, charges and

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expenses required to be paid or deposited for exploitation of the said premises, which shall be deducted from the gross income from this project.

7.3 That after obtaining the sanctioned building plan, the Developer shall started the constructions works as per sanctioned building plan and entire project for new building construction shall be completed within 24(twenty four) months from the date of obtaining the sanctioned building plan from Kolkata Municipal Corporation

VIII: COMMENCEMENT OF WORK.

8.1 The Owners shall hand over possession of the said premises to the Developer simultaneously and forthwith on or upon obtaining sanction of the building plan by the Kolkata Municipal Corporation, the developer is liable to start the work of construction in the said premises in terms of this agreement.

IX: BUILDING.

- 9.1 The said new building or buildings at the said premises will be constructed in accordance with the specifications mentioned in the sanctioned plan and with the best quality of the materials with intent that the said building or buildings will be a decent residential complex.
- 9.2 The Developer shall also construct erect and complete at its own costs all amenities and common facilities in the said building or buildings.
- 9.3 The Developer shall install and erect in the new building or buildings at its own cost now, pump with pump house/room, water storage tank, overhead reservoir, drainage, sewerage, sanitary facilities, electrification, and permanent electric connection from the competent authority as per specifications and

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drawings provided by the Architect and sanctioned by the appropriate authorities.

X: OWNERS DECLARATION.

- 10.1 The owner/Landlords hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said property by the Developer within the time so stipulated herein before.
- 10.2 The Owners or any of them had or have or has not entered into any agreement for sale, transfer, let out or lease out or Development Agreement or any other agreement whatsoever with any other person or persons in respect of the said property.

XI: DEVELOPER'S OBLIGATIONS.

- 11.1 The Developer hereby agrees and covenants with the Owners/Landlords to complete construction of the new building or buildings in terms of the sanctioned plan, lay-out and specifications obtain necessary completion certificate and hand over the possession of the apartments of the owner's allocation as provided in the said agreement with respective proportionate share of land and the common facilities to the respective Owners/co-owners within a period of 24 months from the date of obtaining the sanction plan.
- 11.2 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 consent in writing of the owner.
- 11.3. The Developer hereby agrees and covenants with the Owners/Landlords not to do any act deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing off any part of the new building or buildings at the said premises.

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11.4 Upon giving possession of the said property by the owners/Landlords, the Developer shall be liable to pay and bear all costs of property taxes dues and outgoings in respect of the said property until the construction of new building in terms of this Agreement is completed and possession of the apartments are handed over to the prospective buyer or buyers. Such portions of the property taxes, dues and outgoings in respect of the said property as it relates to the period prior to the handing over possession of the property to the Developer as above, shall be the responsibility of the Owner. On and from the date of handing over possession of the apartments to the prospective purchaser or purchasers all taxes dues and outgoings corresponding individual apartments will be paid and borne by the respective purchaser or purchasers or purchasers.

11.5 The Developer undertakes to comply with all laws, rules and regulations relating to the job that is to be done in this agreement and shall ensure that there is no deviation from or breach of any such law rules and regulations.

11.6 The Developer shall be liable to give temporary accommodation of the tenant for shifting from the tenancy and also shall pay all necessary charges for temporary accommodation.

11.7. The owner shall handover the original title deed and other document of the property to the developer, but the Developer shall have no power to mortgage the property, or place or deposit at the point of time, but kept with the Developer.

XII: NOTICE.

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12.1 Any notice required to be given by any party to the other party shall without prejudice to any other mode of service available be deemed to have been served on such other party when delivered by and duly acknowledged or sent by prepaid registered post with acknowledgement due at their respective addresses given in this Deed subject to any change which shall be notified in time.

XIII: INDEMNITY.

- 13.1 The Developer undertakes to indemnify the Owners/Landlords against all damages costs and other financial consequences in the event of any claim being made by any statutory authorities or by any third party on account of any breach of rules, law or regulations or on account of any damage caused to third party in the course of construction.
- 13.2 The owners/Landlords further undertakes to Co-operate to the Developer against all criminal and Civil Proceedings, if arises but all expenses shall be borne by the Developer towards the said account.
- 13.3 The Developer also agrees to indemnify the owners against all claims that may be made by its employees working at the said premises engaged for construction work and at no pain of time such employees of the Developer shall be treated or become employees of the Owners.

XV: MISCELLANEOUS.

15.1 After completion of the construction of the building the Developer shall hand over the allocation of the owners and thereafter the sell proceed shall be executed by the owners and the developers jointly or the owners shall give general registered power of attorney to the Developer or his nominee or nominees regarding the transfer in respect of the developer's allocation.

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15.2 After the completion of the construction of the building, the Owners/Landlords and the Developer shall jointly frame the Scheme for the maintenance and management of the said building and the said property. The Owner and the Developer and/or their respective nominees or assignees shall be bound to abide by the rules and regulations as may be framed for the maintenance of the building by the Association/Society to be formed.

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

XVI: FORCE MAJEURE.

16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force measure and shall be suspended from the obligation during the duration of the force measure.

16.2 Force Measure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, suits legal disputes, clearance from authority concerned and/or any other act or commission beyond the control of the parties

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XVII: ARBITRATION.

17.1 In case of any dispute, differences and/or question arising out of and concerning this Agreement, the matter will be referred to the Arbitration. The owners jointly and the Developer shall be entitled to appoint their respective Arbitrators and the appointed Arbitrators shall appoint the third Arbitrator and the decision and award of the said Arbitral Tribunal shall be binding upon the parties and the provisions of Arbitration and Conciliation Act 1996 is applicable in all and every respect.

XVIII: JURISDICTION.

18.1 The Courts at Calcutta alone shall have the jurisdiction to try and entertain all disputes relating to this Agreement and in connection with the construction work and related matters.

THE FIRST SCHEDULE ABOVE REFERRED TO: (DESCRIPTION OF EXISTING BUILDING)

ALL THAT the 30 years old one storied brick built with Tin Shed Structure dwelling house and premises togetherwith the piece or parcel of land measuring about 02(two) cottahs, 06 (six) Chittacks and 04(four) square feet more or less where upon or on part whereof the said structure crected and situated at Premises No.24/1A/1, Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0187-0, and constructed cover area of the old Tin Shed structure with cemented floor is 514 square feet more or less and which is butted and bounded as follows: A side plan annexed

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On the North

By common passage and thereafter Premises no. 24.

Nilmoni Row, Kolkata:

On the South

By common passage and thereafter Partly by premises

No.23, Nilmoni Row and partly by Premises No.21/1.

Nilmoni Row:

On the East:

By 24/1A, Nilmoni Row, (owners Prosanta Paul,

Suvankar Dhar, Kamal Saha)

On the West:

By Premises No.24/1A, Nilmoni Row, Kolkata,

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AND

ALL THAT the 30 years old one storied brick built with Tin Shed Structure dwelling house and premises togetherwith the piece or parcel of land measuring about 02(two) cottahs, 05 (five) Chittacks and 07(seven) square feet more or less where upon or on part whereof the said structure erected and situated at Premises No.24/1A, Nilmoni Row, Kolkata-700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under Ward No.005, Assessee No.11-005-13-0159-6, and constructed cover area of the old Tin Shed structure with cemented floor is 1500 square feet more or less and which is butted and bounded as follows: A 2014 Plan and a present a parcel of the structure with cemented floors.

On the North

By common passage and thereafter Premises no. 24.

Nilmoni Row, Kolkata:

On the South

By common passage and thereafter Partly by premises

No.23, Nilmoni Row and partly by Premises No.21/1.

Nilmoni Row:

On the East:

By 20 feet wide Nilmoni Row:

On the West:

By Premises No.24/1A/1, Nilmoni Row, Kolkata.

(owners Prosanta Paul, Suvankar Dhar, Kamal Saha)

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THE SECOND SCHEDULE ABOVE REFERRED TO (OWNERS' ALLOCATION)

ALL THAT the Allocation of Owner No.1, shall be 30% and the owners No.2 & 3 shall be 10% of the total constructed area (including the tenants/occupiers accommodation) or areas of the building include all the portions of the proposed constructed new building TOGETHERWITH undivided proportionate share of the "said land" alongwith all common services amenities and facilities thereof so to be constructed on the specification of the plan sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority/authorities

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

ALL THAT the Owners' allocation shall be 60% of the total constructed area or areas of the building include all the portions of the proposed constructed new building TOGETHERWITH undivided proportionate share of the "said land" alongwith all common services amenities and facilities thereof so to be constructed on the specification of the plan sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority/authorities

THE FOURTH SCHEDULE ABOVE REFERRED TO (Common Parts and Portions)

All common areas and facilities mentioned in this Indenture shall include:-

- a) The beams supports, main walls, corridors, lobbies, stairs landings, stairways, pump room, transformer room and electric meter room, and other areas and spaces of the building intended for the common;
- b) Installation of common services such as water, sewerage etc.
- Pump, motor pipes ducts and all apparatus and installations in the said building for common use;
- d) Underground water reservoir and the overhead water tank;
- e) Lift and Lift room.

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SPECIFICATIONS:

- Structure: R.C.C. Frame Construction on R.C.C. Raft, Foundation with R.C.C. column, beams and slabs and designs in accordance with the relevant I.S. Codes.
- Outer Walls: All outer walls shall be 200mm (8") thick in coment and sand mortar;
- Internal Walls: All internal portion walls shall be 5" thick in cement and sand mortar except where necessary 3" wall may be constructed.
- Plaster: All walls and ceilings will be plastered internally and externally with cement and sand mortar;
- Colouring: The external face of walls of the new building shall be painted with approved cement paints.
- Joinery: All doors and windows in the Common Service areas shall have the frames made of good quality timber as to be specified by the developer and shall be made as per the Architect's drawings and specifications;
- Service Area: All staircases, lobbies shall be furnished with marble/tiles
 of such quality as to be decided by the developer. However Generator
 room and Pump room flooring shall be finished in LP.S. flooring.
- Electrical: AH common service areas shall be provided with suitable number of light points but at least each flat will have one air conditioned point at least in one room, tube light fittings. TV points, geysers, chimney points.
- Sanitary and Plumbing: All plumbing pipe lines and sanitary plumbing pipe lines including the rain water pipes would be leading brand and each pipes of pipe and fittings shall be tested at the sit prior to installation:
- 10. Power: 1..1. connection shall be obtained from CESC Ltd.
- Captive Power: Generator to be installed to provide captive power during the load shedding for common service area lights, lifts and pumps;
- 12. Water Proofing: The entire construction of the new building in general shall be free from leakages and seepage. The ultimate roof of the new building shall be suitably finished;
- 13 Lobbies & Common Areas: All lobbies and common areas visible from common areas outside shall be finished with the approval of the Architect;
- Water supply: There shall be continuous water supply by KMC.

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- 15. Kitchen: Will be provided with stone slab as 3". high tiles above the slab with plug points and steel sink.
- 16.Bathrooms: Will have marble floor and 6 ft. high tiles.
- 17. Windows: Will be made of above aluminum channel with glass;
- 18. Floors: Will be good quality marbles\tiles.
- 19. Sewerage: The sewerage network shall be connected with Calcutta Municipal Corporation System.
- 20. Doors: Inside door will be flat and main door will be wooden;
- 21. Lift: Standard company lift be installed of 4 heads.

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

SIGNED SEALED AND DELIVERED BY THE OWNERS AT CALCUTTA IN THE PRESENCE OF: Joseph Diego Deep Joseph Starlo Deer 7-179, See-14 Metropolitan

B-oberative HS &1 Kal-105

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(SUVANKAR DHAR) Lamoreson

(KAMAL SAHA)

(SIGNATURE OF THE OWNERS) LANDOWNERS/FIRST PARTY)

SIGNED SEALED AND DELIVERED BY

THE DEVELOPER AT CALCUTTA

IN THE PRESENCE OF:

2. Landhe Johal Jan Warmall Stack Laghunash foul

32, Banamali Dallow (SIGNATURE OF THE DEVELOPER) Sheed. KD-0

MEMO OF SECURITY

RECEIVED from within named DEVELOPER the said sum of Rs.21,00,000/= (Rupees twenty one lakhs) only by the Landowner No.1, as per Memorandum below:-

By RTGS through AXIS Bank Ltd. 04.08.2021 By demand draft from Axis Bank Lt. 04.08.2021 By Demand Draft from Indian Bank 04.08.2021

Rs.7,00,000/= Rs.7.00.000/=

Rs.7.00.000/=

Total:

Rs.21,00,000/=

(RUPEES TWENTY ONE LAKES ONLY)

WITNESSES:

1. Diparkon Dhay

(PRASANTA PAUL)

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(Signatures of the LANDOWNER)

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DRAFIED BY

(DULAL CHANDRA PAL)
ADVOCATE HIGH ADVOCATE. HIGH COURT, KOLKATA

8, OLD POST OFFICE STREET.

KOLKATA-700001 REG.NO.WB/74/1985

SPECIMEN FORM FOR TEN FINGER PRINTS

	H	EFT AND						
1 6	R	IGHT		LITTLE	RING	MIDDLE	FORE	THUMB
Shank	H	IAND	4					
G	2		-	THUMB	FORE	MIDDLE	RING	LITTLE
		LEFT HAND	CARTING CO.	44				
	1		-	LITTLE	RING	MIDDLE	FORE	THUMB
	Shuania De	RIGH	D		450	\$ 1. \$		
			-	THUMB	FORE	MIDDLE	RING	LITTLE
7		LEF	T ND			#. *** *	190 May	
	1			LITTLE	RING	MIDDL		E THUME
1	1 Carried Sam	RIG	HT ND		9/36			* 2
-Yales	4	٦				- E	.3	3
				THUME	FORE	MIDD	E RIN	IG LITTL

SITE PLAN FOR PREMISES NO.- 24/1A & 24/1A/1 NILMONI MITRA ROW (NILMONI MITRA ROAD), MARKED BY LOT 'A' & LOT 'B' RESPECTIVELY K.M.C. WARD NO - 005, BOROUGH- I, P.S.- CHITPORE, KOLKATA-700 002. LOT 'C' PRE. NO. 24/1A NILMONI MITRA ROW (PORTION) 1750 11591 24/4B NILMONI ROW ASSAGE PRE NO. 238 NILMONI ROW 0 H LOT B' PRE, NO. 24/1A/1 NILMONI MITRA ROW (2K-6CH-4SFT.) TOTAL LAND AREA OF LOT 'A' & 'B' = 4K-11CH-11SFT AREA OF LOT 'A' - 2K-5CH-7SFT NAME OF OWNER - SUVANKAR DHAR & KAMAL SAHA BATHROOM ASSESSEE NO. - 110051301596 COV. AREA - 1500 SFT. M/L ROOM BATHROOM AREA OF LOT 'B' - 2K-5CH 4SFT. NAME OF OWNER - PRASANTA PAUL ASSESSEE NO. - 110051601870 COV AREA - 514 SFT M/L ROOM DICHOM 080 24/1A NILMON MITRA ROW 24/6 NILMONI ROW ASSAGE PRE (2K-SCH-7SFT PASSAGE NO. 23A NILMONI TOW ROOM 19298 SANJOY SAHA 02 Class-1, L.B.S. of K.M.C. 8 Regd. License No. 1048 (1) PRE OF KOLKATA MUNICIPAL CORPORATION-ROOM ROCM SIGNATURE OF LBS PASSAGE ASSAGE 10429 SIGNATURE OF OWNERS. A. K. DEVELOPER NILMONI MITRA ROW druoning ver Partner A. K. DEVELOPER Campisan SITE PLAN Partner **SCALE 1:100** SIGNATURE OF DEVELOPERS.

Major Information of the Deed

Deed No :	I-1902-06938/2022	Date of Registration	22/06/2022
Query No / Year	1902-2001878272/2022	Office where deed is r	egistered
Query Date	21/06/2022 9:11:15 PM	A.R.A II KOLKATA, D	
Applicant Name, Address & Other Details	Suvankar Dhar P-179, Sec-A, Metropolitan Hous WEST BENGAL, PIN - 700105, N	ing Society Thana : Titiala Dis	strict - South 24-Parmanae
Transaction		Additional Transaction	A COUNTY ACCUSAGE
[0110] Sale, Development / agreement	Agreement or Construction		vable Property, Agreement (211) Other miles people (25)
Set Forth value		Market Value	
		Rs. 1,10,43,466/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,021/- (Article:48(g))		Rs. 21,105/- (Article,E.,	E. B. Allos), Addition of
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip (Urban

Land Details :

District South 24 Parganes, P.S. Tala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: NIEMONY ROW, Premises No: 24/1A/1, Ward No: 005 Pin Code: 700002

Sch No	Number	Khatian Number	701.961.162	Use ROR	Area of Land	SetForth Value (In Rs.)	Value	rket (In Rs.)	Other Details
1.7	(RS =)		Bastu		2 Katha 6 Chatak 4 Sq		111111111111111111111111111111111111111	THE DEVICE CO. LANSING	Property is us.

District: South 24-Parganas, P.S.-Tala, Corporation: KOLKATA MUNICIPAL CORPORATION, Posts of the Premises No. 24/1A, Ward No. 005 Pin Code: 700002

Sch No	Plot Number	Khatian Number	Land Proposed	Area of Land	The second secon	Market Value (In Rs.)	Other Details
12	(RS -)		Bastu	2 Katha 5 Chatak 7 Sq			Property is on Road
	Grand	Total:		7.7596Dec	0 /-	105,81,253 /-	-

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (in Rs.)	(In Rs.)	
51	On Land L1	514 Sq Ft.	0/-	1,17,963/-	Structure Type: Structure

Or Floor Area of floor 514 Sq FL, Residential Use, Cemented Floor, Age of Structure 30 Years, 1999 Lin Shod, Extent of Completion: Complete

S2	0-1-410	AREW GOVES		771	
474	On Land L2	1500 Sq FL	.0/-	3,44,250/-	Structure Type, Structure
1				-	

Gr. Floor, Area of floor: 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure, 30 Years, Roof Type. Tin Shed, Extent of Completion: Complete

Total :	2014 sq ft	0 /-	4,62,213 /-
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Land Lord Details:

Admitted by: Self, Date of Admission: 22/06/2022 ,Place

Office

SI	Name, Address, Photo, Finger p	orint and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Shri Prasanta Paul Son of Late Durga Charan Paul Executed by: Self, Date of Execution: 27/06/2022 Admitted by: Self, Date of Admission: 22/06/2022 Place Office			Production States of
		32/06/2027	1. T1 22/06/2022	22/06(1703)»
	UIDAI, Status :Individual, E., Admitted by: Self, Date of	, Citizen of: Ind xecuted by: Self Admission: 22/0	na, PAN No.:: db f, Date of Execut 06/2022 ,Place :	odia, PIN:- 700056 Sex, mine, my Caste exxxxxx5m,Aadhaar No Rot Provided by lon: 22/06/2022 Office
Ž.	Name	Photo	Finger Print	Signature
	Shri Suvankar Dhar Son of Late Sitanshu Dhar Executed by: Self, Date of Execution: 22/06/2022 . Admitted by: Self, Date of Admission: 22/06/2022 ,Place Office			
		37/06/2022	22/04/2022 1,11	72/05/2072
	Sex: Male, By Caste: Hindu.	- Hijala, Oistrict Occupation: Bu Status :Individua	:-South24-Parga Islness, Citizen o al, Executed by:	ector: A, Flat No: A1, City: Hall mas, West Bengal, India, Ptr. 200105 if: India, PAN No.:: ajxxxxxxxiii: Aadhaar Self, Date of Execution 22 000002 Office
3	Name	Photo	Finger Print	Signature
	Shri Kamal Saha Son of Late Kali Sankar Saha Executed by: Self, Date of Execution: 22/06/2022			Manual C

L.11 22709/2022 P-57, Metropolitan Housing Society, Nimakpattan, Block/Sector: B, City:- Not Specified, P.O:-Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 200105 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: awxxxxxx7p, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/06/2022. , Admitted by: Self, Date of Admission: 22/06/2022 Place: Office

22/00/2032

22/00/2022

Developer Details:

SI	Name, Address, Photo, Finger print and Signature	
No:		

A. K. Developer

P-B1A, C I T Scheme SM, Block/Sector: Ground Floor, City:- Not Specified, P.O:- Beleghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 . PAN No.:: abxxxxxx8q.Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Shri Suvankar Dhar (Presentant) Son of Late Sitanshu Dhar Date of Execution - 22/06/2022, Admitted by: Self, Date of Admission: 22/06/2022, Place of Admission of Execution: Office		27	Fagor of Same
Occupation Business Citizen	anas, west Ben of India, PAN	gal, India, PIN - 70 No.:: AJxxxxxx2K	Not Specified, P.O Dhapa, P.S 0105, Sex: Male, By Caste: Hindu Aadhaar No Not Provided by OliviAi
Hijala, District - South Z4-Parg	busing Soceity, Nanas, West Ben of India, PAN	Nimakpattan, City- gal, India, PIN 70 No AJxxxxxx2K K. Developer (as	Not Specified, P.O Dhapa, P.S 0105, Sex: Male, By Caste: Hindu Aadhaar No Not Provided by Ulli Ai partner)
Occupation: Business, Citizen Status: Representative, Representative,	ousing Soceity, Nanas, West Ben of India, PAN esentative of A	Vimakpattan, City:- gal, India, PIN:- 70 No.: AJxxxxxx2K	Not Specified, P.O Dhapa, P.S. 0105, Sex: Male, By Caste, Hindu Aadhaar No Not Provide

Identifier Details:

Name	Photo	Finger Print	Signature
Mr PARTHA GOPAL PAUL Son of Late RAGHUNATH PAUL 32, BONOMALI CHATTERJEE STREET, City: Not Specified, P.O TALA, P.STala District:-South 24-Parganas, West Rengal, India, PIN:- 700002			Keis tradition of the second
	22/06/2022	22/06/2022	22/06/2022

Status : Representative, Representative of : A. K. Developer (as partner)

Trens	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	Shri Prasanta Paul	A. K. Developer-1,30931 Dec	
5	Shri Suvankar Dhar	A. K. Developer-1.30931 Dec	
3	Shri Kamal Saha	A. K. Developer-1,30931 Dec	
Trans	fer of property for L2		
SI.No	From	To. with area (Name-Area)	
1	Shri Prasanta Paul	A. K. Developer-1.27722 Dec	
2	Shri Suvankar Dhar	A. K. Developer-1.27722 Dec	
3	Shri Kamal Saha	A. K. Developer-1.27722 Dec	
Trans	fer of property for S1		
Si No	From	To, with area (Name-Area)	
1	Shn Prasanta Paul	A. K. Developer-171.33333300 Sq Ft	
2	Shri Suvankar Dhar	A. K. Developer-171.333333300 Sq Ft	
3	Shri Kamal Saha	A. K. Developer-171.33333300 Sq Ft	
Trans	fer of property for S2		
SI.No	From	To, with area (Name-Area)	
	Shri Prasanta Paul	A. K. Developer-500.00000000 Sq.Ft	
8	Shri Suvankar Ohar	A. K. Developer-500.00000000 Sq Ft	
3	Shri Kamal Saha	A. K. Developer-500.00000000 Sq Ft	

Endorsement For Deed Number: 1 - 190206938 / 2022

On 22-06-2022

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 13:48 hrs. on 22-06-2022, at the Office of the A.R.A. - II KOLKATA by Shri. Savankar Unar

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deod has been assessed at Re 1,10,43,466/-

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

Execution is admitted on 22/06/2022 by 1. Shri Prasanta Paul, Son of Late Durga Charan Paul, 181/13, B.C. Challerjoe Street, Loknath Park, Flat No: A1, P.O. Belgharia, Thana: Belgharia, North 24-Parganas, WEST BENGAL, India, Phy-700056, by caste Hindu, by Profession Business, 2. Shri Suvankar Dhar, Son of Late Sitanshu Dhar, P-179, Motropolitan Housing Society, Nimakpattan, Sector: A, Flat No: A1, P.O. Dhapa, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700105, by caste Hindu, by Profession Business, 3. Shri Kamal Saha, Son of Late Kati Sankar Saha, P-57, Metropolitan Housing Society, Nimakpattan, Sector: B, P.O. Dhapa, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700105, by caste Hindu, by Profession Business

Indetified by Mr PARTHA GOPAL PAUL, . . Son of Late RAGHUNATH PAUL, 32,80NOMALI CHATTERJEE STREET P.O. TALA, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by profession Service

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

Execution is admitted on 22-06-2022 by Shri Suvankar Dhar, partner, A. K. Developer (Partnership Face 2011) Scheme SM, Block/Sector Ground Floor, City:- Not Specified, P.O. Beleghata, P.S. Belinghuta Dissa. Parganas, West Bengal, India, PIN:- 700010

Indetified by Mr PARTHA GOPAL PAUL..., Son of Late RAGHUNATH PAUL. 32.80NOMALI CHATTERJEE STREET. P.O. TALA, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by profession Service

Execution is admitted on 22-06-2022 by Shri Kamai Saha, "partner, A. K. Developer (Partnership Firm) P-81A_C+T scheme SM, Block/Sector: Ground Floor, City:- Not Specified, P.O.: Beleghata, P.S: Bellughata, District, South Disagranas, West Bengal, India, PIN:- 700010

Indetified by Mr PARTHA GOPAL PAUL, , , Son of Late RAGHUNATH PAUL, 32,80NOMALI CHATTERJEE STREET. P.O. TALA, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN / 700002, by caste Hindu, by profession Service

Payment of Fees

Cortified that required Registration Fees payable for this document is Rs 21,105/- (B = Rs 21,000/- E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21,105/- Ars. option of Online Payment using Government Receipt Portal System (GRIPS), Finance Department Cove. of Vett Online on 21/06/2022 10:39PM with Govt. Ref. No: 192022230055767271 on 21-06-2022, Amount Rs 21 067/- Banks State Bank of India (SBIN0000001), Ref. No. IK0BSZXCY6 on 21-06-2022, Head of Account 0030-03 104-001-16 Online on 22/06/2022 1:57PM with Govt. Ref. No: 192022230056300498 on 22-06-2022, Amount Ps 98/- Banks State EPay (SBIePay), Ref. No. 0795699151626 on 22-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Curtified that required Stamp Duty payable for this document is Rs. 20.021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 19,921/-

Description of Stamp

 Slamp: Type: Impressed, Serial no 1304, Amount: Rs 100/-, Date of Purchase: 21/06/2022; Veridor name: S.C. MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govi. of WB Online on 21/06/2022. 10:39PM with Govt. Ref. No. 192022230055767271 on 21-06-2022, Amount Rs. 19,901/-, Bank. State Bank of India (SBIN0000001), Ref. No. IK0BSZXCY6 on 21-06-2022, Head of Account 0030-02-103-003-02 Online on 22/06/2022. 1:57PM with Govt. Ref. No. 192022230056300498 on 22-06-2022, Amount Rs. 20/-, Bank. SBI Line LSBIePay), Ref. No. 0795699151626 on 22-06-2022, Head of Account 0030-02-103-003-02

m-

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE ARA - REGISTRA

Kolkata, West Dumini

