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Certified that the document is admitted to registration. The signature sheets and the endressement sheet attached with the document are the part of this document.

District Sub-Register-11

2 6 FEB 2029

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26 day of February, Two
Thousand and Twenty (2020)

BETWEEN

87104/4

Name:	iscitua idalu
Address :	Advocate
Vendor:	fjar Pilice Court Kultata-27

I. CHAKRABORTY 6B, Dr. Rajendra-Frasad Saram Kolkata 1709 001



Identified by me:-Snehamil Acharyse. Sfo. S. K. A charysts. VILLAP.O. - Dhora. P.S. - Jaymager. Dist. - 24Pgs (S) PIN-743337. District Seb-Registre-III Alipere, South 24 Pargapa

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SMT. NILIMA DAM, (PANAWDPD8100F) (AADHAAR NO.265718834590), wife of Sr Asish Kanti Dam, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at Block No.2, Flat No.06, Govt. Housing Estate, P.O. Sodepur, P.S. Khardaha, Kolkata - 700 110, hereinafter called and referred to as the "OWNER/FIRST PARTY" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include her heir/heirs, executor/ executors, assign/assigns, administrator/ administrators and representative/ representatives) of the ONE PART

AND

M/S. VIRAAJ CONCRETE INDIA PVT. LTD., (PAN - AACCV0724B) a Company registered under the Companies Act, 1956, having its registered office at C/26, Ramkrishna Upanibesh, P.S. Jadavpur, P.O. Regent Estate, Kolkata-700092, represented by its Managing Director namely SRI RAAJ DAS (PAN-ADGPD5530K) (AADHAAR NO. 948476993618), son of Late Sudhir Kumar Das, by faith - Hindu, by Occupation - Business, by nationality Indian, residing at 75/1, Hossainpur, P.O. Madurdaha previously EKTP, P.S. Ananadapur previously Tiljala, Kolkata-700107, hereinafter called and referred to as the "DEVELOPER/SECOND PARTY" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include its heir/heirs, executor/ executors, administrator/administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the OTHER PART.

WHEREAS the present OWNER herein is the absolute Owner of a plot of land measuring an area of 7 (Seven) Cottahs (more or less) situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.96, under R.S. Khatian No.146/1, under P.S. Purba Jadavpur, within the jurisdiction of K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata - 700 099 and the OWNER herein purchased above mentioned plot of land by virtue of a registered Deed of sale as mentioned below.

AND WHEREAS by virtue of a registered Deed of Sale dated 14.03.1984, registered at District Sub-Registrar, Alipore, South 24 Parganas and recorded into Book No.1, Volume No. 105(x) at Pages No. 114 to 122 Deed No.3782, for the year 1984, the OWNER herein purchased one plot of land measuring an area of 7 (Seven) Cottahs (more or less) situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi Nos. 56, comprising in R.S. Dag No.96, under R.S. Khatian No.50, within P.S. Purba Jadavpur, from the previous Owner namely Smt. Namita Roy Banick, wife of Sri Dilip Roy Banick, residing at 2/1, Pallisree, P.S. Jadavpur, Kolkata -



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AND WHEREAS after purchase the OWNER herein recorded her name in the record of the Ld. B.L. & L.R.O., Kasba in connection with her entire purchased land measuring an area of 7 (Seven) Cottahs more or less and the Ld. B.L. & L.R.O. has issued the Mutation certificate in favour of the present Owner herein vide Mutation Case No.104 of 2010 and after B.L. & L.R.O. Mutation it has been established that the land is situated in R.S. Dag No.96, under R.S. Khatian No.146/1 (instead of R.S. Khatian No.50), of Mouza – Nayabad, J.L. No.25.

AND WHEREAS after purchase the OWNER herein recorded her name in the record of the K.M.C. known as K.M.C. Premises No.3290, Nayabad, within Ward No.109, Assessee No.31-109-08-6446-8, Kolkata - 700 099 in connection with her entire purchased land measuring an area of 7 (Seven) Cottahs more or less.

AND WHEREAS the present OWNER herein is now the absolute Owner of a plot of land measuring an area of 7 (Seven) Cottahs more or less situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprised in R.S. Dag No.96, under R.S. Khatian No.146/1, under P.S. Purba Jadavpur, within the jurisdiction of K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata - 700 099 and the entire property has been described in the SCHEDULE - A below.

AND WHEREAS the OWNER is very much desirous to construct a Ground plus Three storied building with lift facility on the said land measuring an area of 7 (Seven) Cottahs(more or less) in K.M.C. Premises No.3290, Nayabad, K.M.C. Ward No.109, Kolkata - 700 099 and to construct of a new building upon the said property. Upon knowledge of such desire the DEVELOPER has approached the OWNER for development of the said property and the OWNER has agreed to do so.

AND WHEREAS both the parties herein now agreed to execute a registered Development Agreement and hence a Memorandum of Understanding dated 02.08.2019 made has been considered as null and void.

AND WHEREAS the party of the SECOND PART herein agreed to make the construction of the proposed Ground plus Three storied building with Lift facility in flat systems for residential and other purposes in joint venture basis on sanctioned flat portion and sanctioned Car Parking Space portion from the proposed building in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after



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giving the OWNER, the Owner's Allocation in all respects. The OWNER shall get 50% of the 3rd Floor (Southern Side), 50% of the 2rd Floor (Southern Side) and 976 sq.ft. on 1rd Floor (Southern side Front Portion) together with 41.6% of the Car Parking space area on the Ground Floor (Southern Side) of the proposed building (which have been marked mutually by the DEVELOPER and OWNER. The OWNER shall also get the nonrefundable amount of Rs.25,08,000/- (Rupees twenty five lacs eight thousand only) only from the DEVELOPER which the OWNER will receive and acknowledge the same at the day of registration of this document. This is called the OWNER'S ALLOCATION as more fully described and mentioned in the SCHEDULE "B" hereunder written. The OWNER shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the building and the DEVELOPER shall enjoy the rest construction of the proposed building to be erected at the cost of the DEVELOPER.

AND WHEREAS the DEVELOPER herein shall get the rest of constructed area vertically on the northern side of the plot i.e. 50% of the 3rd Floor (Northern Side), 50% of the 2nd Floor (Northern Side) and on 50% of the 1st Floor (Northern side) alongwith 726 sq.ft. on the (South-west side back portion) together with 58.4% of the Car Parking space area on the Ground Floor (of which 50 percent on northern side and 8.4 percent on southern side) of the proposed building (which have been marked mutually by the DEVELOPER and the OWNER). The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The DEVELOPER shall erect the proposed Ground plus three storied building at its own cost and its supervision and labour to be erected as per annexed Specification as well as the said K.M.C. approved building plan and to meet up such expenses the DEVELOPER shall collect the entire consideration amount from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

- DEFINITION: Unless there is anything repugnant to the subject or context the term:
- (a) OWNER: shall mean the Party of the FIRST PART herein namely SMT. NILIMA DAM, wife of Sri Asish Kanti Dam, residing at Block No.2, Flat No.06, Govt. Housing



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istate, P.O. Sodepur, P.S. Khardaha, Kolkata - 700 110, and her legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/representatives.

- (b) DEVELOPER: shall mean M/S. VIRAAJ CONCRETE INDIA PVT. LTD., a Company registered under the Companies Act, 1956, having its registered office at C/26, Ramkrishna Upanibesh, P.S. Jadavpur, P.O. Regent Estate, Kolkata-700092, represented by its Managing Director namely SRI RAAJ DAS, son of Late Sudhir Kumar Das, residing at 75/1, Hossenpur, P.S. - Madurdah, Police Station - Anandapur, Kolkata -700 107, the Party of the SECOND PART herein for the time being and its respective successors or successors in interest, legal heirs, representatives, administrators and assigns.
- TITLE DEED: shall mean the documents referred to hereinabove in the recital.
- (d) PROPERTY: shall mean the Property measuring land area of 7 (Seven) Cottahs (more or less) situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.96, under R.S. Khatian No.146/1, under P.S. Purba Jadavpur, within the jurisdiction of K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Kolkata - 700 099 as nentioned and described in the SCHEDULE - 'A' hereunder written.
-) BUILDING: shall mean the proposed Ground plus Three storied building with lift facility to be constructed on the pd property as per sanction building plan to be sanctioned by the K.M.C. at the cost of the DEVELOPER.
- (f) COMMON FACILITIES AND AMENITIES: shall include corridors, landings, stair ways, passages ways, driveways, a small common toilet on Ground Floor of the proposed building and care taker's room on the Ground Floor of the proposed building, pump room, lift, lift room and lift well, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon by and BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the DEVELOPER and the OWNER.
- (g) OWNER'S ALLOCATION: The OWNER shall get 50% of the 3rd Floor (Southern Side), 50% of the 2rd Floor (Southern Side) and 976 sq.ft. on 1rt Floor (Southern side Front



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Portion) together with 41.6% of the Car Parking space area on the Ground Floor (Southern Side) of the proposed building (which have been marked mutually by the DEVELOPER and OWNER. The OWNER shall also get the nonrefundable amount of Rs.25,08,000/- (Rupees twenty five lacs eight thousand only) only from the DEVELOPER. This is called the OWNER'S ALLOCATION as morefully described and mentioned in the SCHEDULE "B" hereunder written.

- (h) DEVELOPER'S ALLOCATION: DEVELOPER herein shall get the rest constructed area vertically on the northern side of the plot i.e. 50% of the 3rd Floor (Northern Side), 50% of the 2rd Floor (Northern Side) and on 50% of the 1st Floor (Northern side) alongwith 726 sq.ft. on the (South-west side back portion) together with 58.4% of the Car Parking space area on the Ground Floor (of which 50 percent on northern side and 8.4 percent on southern side). The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written.
- (i) THE ARCHITECT: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) BUILDING PLAN: would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the DEVELOPER.
- (k) TRANSFER: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- TRANSFEREE: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
- THIS AGREEMENT: shall take effect from the date of execution of this agreement.
- THE OWNER DECLARES as follows:
- (a) That she is the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the property as described in the SCHEDULE - A below.
- (b) That the entire property is free from all encumbrances and the OWNER has a good marketable title in respect of the said property as described in the SCHEDULE - A below.

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- THIS AGREEMENT: shall take effect from the date of execution of this agreement.
- THE OWNER DECLARES as follows:
- (a) That she is the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the property as described in the SCHEDULE - A below.
- (b) That the entire property is free from all encumbrances and the OWNER has a good marketable title in respect of the said property as described in the SCHEDULE - A below.



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- The OWNER has also declared that she has not entered into any Development greement or any Agreement for Sale with any Third Party in respect of the said property and shall not in the near future enter in to any other agreement with any third party in respect of the same.
- (d) That the said property is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever, as known so far.
- e) That the Land owner has also declared that she should pay all the Government taxes and arrears of the land till the date of registration of this Development Agreement.
- 4. THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as followings:
- (a) That the OWNER hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said Premises to be constructed by the DEVELOPER in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the OWNER shall give full co-operation to the DEVELOPER for the same as and when required.
- (b) ALLOCATION: i) OWNER'S ALLOCATION: The DEVELOPER shall give the OWNER as the OWNER'S ALLOCATION as described in the SCHEDULE 'B' hereunder written and (ii) Developer's Allocation: The DEVELOPER shall get the rest constructed flats and Car Parking Spaces as described in the SCHEDULE-D below.
- (c) That all applications, plans and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary approval and sanction of the building plan and the alternation/modification/verification of the sanctioned building plan from the appropriate authorities shall be prepared signed and submitted by the DEVELOPER in the name of the OWNER and also at the cost of DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the OWNER shall give such written permission to the DEVELOPER without any interruption/in consultation with her.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities and the DEVELOPER shall appear, represent, sign



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before the concerned authorities on behalf of the OWNER in her name and on her behalf in connection with any or all matters aforesaid and the OWNER, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the DEVELOPER for the interest of the proposed project, but any modification or alteration of the owner portion will be done after permission from the owner.

- (e) That the DEVELOPER shall erect the building in the said premises as per said building plan and for the same the OWNER shall put her signature as and when necessary and during construction or after construction the DEVELOPER shall sell only the Developer's portion together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of DEVELOPER'S ALLOCATION to be erected at the cost of the DEVELOPER.
- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus Three storied building with Lift facility thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- (g) The DEVELOPER shall construct the new building and carry out all the acts through its men or agents in such manner which he shall think fit and proper for such construction of the said proposed building according to the K.M.C. building plan and shall also file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the DEVELOPER shall be exclusively entitled to its respective share of its allocation i.e. DEVELOPER'S ALLOCATION in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The DEVELOPER shall apply in the name of the OWNER and represent him before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the OWNER



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shall not raise any objections for it; on the contrary the OWNER shall give full co-operations to the DEVELOPER for facilitating the proposed project.

- (i) That the DEVELOPER shall at its own costs construct the proposed building at the said premises in accordance with the K.M.C. approved building plan and also as per annexed specifications and the DEVELOPER shall take all the responsibility and risk regarding the construction of the proposed building and the DEVELOPER further declares as that he shall complete the said building within 30 (Thirty) months from the date of sanction of the building plan with perfect foundation so that the building erected does not get inclined in any direction or settles down vertically. The Developer will pay to the landlord Rs. 5000/- per day till 90 days as compensation for the delay happened to obtain Completion Certificate after the scheduled date for getting the Completion Certificate i.e. within 30 months from the date of sanction of the building plan but the Developer should not held liable for any delay in completion of project caused by, any change in policy by the Government, any paper works of land and any delay caused by the Land Owner to render her duties and responsibilities towards the project.
- (k) That the DEVELOPER shall install pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities in the said building at its own cost as required to be provided in the new building to be constructed by the DEVELOPER on Ownership basis and as mutually agreed upon.
- THE OWNER HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said property by the DEVELOER.
- (ii) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said premises as mentioned herein.
- (iii) The OWNER positively give vacant possession of the property as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of the



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proposed building as per building plan to be sanctioned by the The Kolkata Municipal Corporation at the cost of the DEVELOPER.

- (iv) The DEVELOPER shall sell the flats, Car Parking Spaces etc. of the proposed building, from the DEVELOPER'S ALLOCATION (strictly excluding the Owner's Allocation as described in the SCHEDULE B below) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said property and the common portions, roof of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the DEVELOPER'S ALLOCATION as per the terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- (v) The OWNER hereby empowers and authorizes the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE A hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water connection or other electric connection therein and also to execute any document, declaration or affidavit in the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc. and for the same the OWNER shall execute and register a separate Development Power of Attorney in favour of the DEVELOPER.
- (vi) The Owner hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) suffered by the Developer in relation to any defect in the right, title and interest of the Owner in the Said Property and/or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by the Owner and any breach resulting in any successful claim by any third party in connection with the above.



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(vii) The Owner hereby appoint the Developer as the exclusive Builder and/or promoter, subject to what has been hereunder provided, for the purpose of the development of the Said Property and/or construction of the New Building as per the said Building Plan as per the scheme of development as expressly contained in this Agreement. The Developer hereby accepts and confirms the above by executing these presents.

6. THE DEVELOPER DOTH HEREBY AGREE AND COVENANT WITH THE OWNER as follows:-

- (i) To get maximum sanction area of construction from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at DEVELOPER'S cost without prejudice right, title and interest of the land Owner.
- (ii) To complete the construction of the building within 30 (Thirty) months from the date of sanction of building plan. It is noted that due to unforeseen circumstances or act relating to force major clause of God such as earthquake, flood, war, riot, any prevailing rule, cyclone or tempest if the such construction of the building/project is hampered little delay in construction of the building/project shall not be counted.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNER whereby the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) The DEVELOPER shall act as per the terms and conditions of this Agreement.
- (vi) All expenses for the project including sanction building plan, supervision for construction of the proposed building and also for receiving Completion Certificate of the building from KMC shall be paid by the Developer. The OWNER has already paid all the previous outstanding taxes of K.M.C., up to date land tax (khajna) and will pay if found any dues to get the noc of taxes from K.M.C. The OWNER shall have to pay the K.M.C. taxes after getting possession of the Owner's allocation in the new building along with completion certificate. The DEVELOPER shall pay the taxes for the period of construction of the building



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and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers. The OWNER hereby declares and confirms that she shall pay the GST (on sale) and/or any other Govt. Taxes to the concerned department of her Allocated portion AND the DEVELOPER hereby declares and confirms that he shall pay the GST and/or any other Govt. Taxes to the concerned department for Developer's Allocation portion.

- (vii) The complete construction specification shall be part of the agreement under annexure "X".
- (viii) The Developer shall be entitled to execute agreement for sale, to accept money from the intending purchaser and to give good valid discharge for the sale for the Developer's Allocation and appropriate the entire consideration therefore.
- ix) To ensure that the project will be registered under WBHIRA.
- x) The developer shall act as an independent agency in constructing the building and undertakes to keep the owner indemnified from and against all third party claims or compensation and action arising out of any act or omission of developer or any accident in relation to the construction of the building.

7. MUTUAL COVENANT AND INDEMNITIES :-

- (i) The OWNER hereby undertakes that the DEVELOPER shall be entitled to the entire in to proposed construction excluding the OWNER'S ALLOCATION and the DEVELOPER shall enjoy its Allocation without interference or disturbances from her end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down in annexure "X".
- (ii) The OWNER shall execute and register a Development Power of Attorney in favour of the DEVELOPER to complete the entire project and also register the conveyance of Deeds in favour of the intending purchasers and the DEVELOPER shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers on the DEVELOPER'S ALLOCATION of the building by virtue of this registered Development Agreement and registered Power of Attorney and the DEVELOPER is hereby empowered by the OWNER to execute and register its Allocation to the Third Party in respect of his Developer's Allocation as described in the SCHEDULE-"D" below.



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- original papers in respect of the property to the DEVELOPER at the time of execution and registration of this agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNER and all these documents shall be returned to the OWNER in presence of the few flat owners' of the building after completion of the project within the schedule time mentioned before i.e. 30 months along with the C.C. of K.M.C. from the date of sanction of the building plan as mentioned earlier.
- (iv) The OWNER shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the Owner's Allocation together with relevant completion certificate from K.M.C. The DEVELOPER shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of his allocation till the handing over its allocation to the intending Purchasers.
- (v) That during pendency of this Agreement if the OWNER leaves this material world, her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the DEVELOPER. The OWNER'S ALLOCATION shall then remain unchanged AND VICE VERSA.
- (vi) The OWNER and the DEVELOPER shall enjoy all easement rights upon the land and its adjacent passage on which the entire project shall be erected.
- (vii) The DEVELOPER shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the OWNER and even any accident if occurs during the construction, the DEVELOPER shall bear all the financial liabilities thereof.
- (viii) The DEVELOPER shall have to bear all the cost of the construction of the proposed building and complete the same as per annexed specification and make all the flats with full habitable conditions by arranging therein water and electricity, drainage and sewerage. After completion of the building DEVELOPER shall take the Completion Certificate from the K.M.C. at its cost.
- ix) Neither party shall demolish or permit demolishing or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the project without the written permission of the Society.



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- x) Both parties shall abide by all the laws, byelaws, and Rules and regulations of the Government, statutory Bodies and/or local bodies as the case may be.
- xi) Neither party shall use or permit to be used with the respective allocation in the building or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity and not be used the same for any purpose which may cause any nuisance or hazard the occupiers of the New Building.
- xii) That should the Owner delay and/or default and/or fail to perform any of her obligations and/or maintain any of the covenants mentioned hereinabove in that case and on that event the Developer shall be at liberty to seek for specific performance of this contract and claim for damage or rescind this Agreement then the Owners shall be bound to refund the entire amount of non refundable money given as advance immediately with prevailing banking interest and developer will be bound to return the land to the owner.
- Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/Final Document for transfer of Property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for Transfer of Property between the Owner and the Developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

NOTICE:-

Any notice, demand or other communication required or authorized to be given by any Party under this Agreement or for the purpose hereof to the other party, shall be in writing and sent by registered/speed post, facsimile or e-mail addressed to the other party at the address stated hereunder or such other address as may be specified subsequently by notice in writing and any such notice shall operate and be deemed to have been served at the expiration of seven working days after it is posted in the case of registered airmail/speed post and at the expiration of 48 hours in case of e-mail.

The address of service of notice upon the Owner shall be:

SMT. NILIMA DAM,

C/O: Sri Asish Kanti Dam



District Sub-Registrar-III
Alipere, South 24 Parganas

2 6 FEB 2020

Block-2, Flat no:6, govt. housing Estate

Sodepur, Kolkata-700110

Telephone/Mobile No.: 9903261956

E-mail ID: aloke_dam@yahoo.in

The address of service of notice upon the Developer shall be:

VIRAAJ CONCRETE INDIA PVT. LTD.

C/26, Ramkrishna Upanivesh, Jadavpur

Viraaj Point

9831067048

Email: citybuild@viraajgroup.com

9. ARBITRATION:

(i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed individually by the Parties or of two independent Arbitrators, as per "THE ARBITRATION & CONCILIATION ACT, 1996 (as amended by Arbitration & Conciliation Amendment Act. 2019 - Act No. 35 of 2019)" one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.

(ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

10. FORCE MAJURE:

The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7)



District Sab-Rockston Di Alipore, South 24 Perganes

2 6 FE 8 2020

civil unrest (8) riots (9) strike by material suppliers, transporters, contractors, workers and employees

11. JURISDICTION:

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE A"OF THE ABOVE REFERRED TO (DESCRIPTION OF THE PROPERTY OF) SCHEDULE - 'A'

ALL THAT piece and parcel of land measuring land area of 7 (Seven) Cottahs more or less together with a tile shed standing thereon measuring an area of 200 (Two hundred) Sq.ft. whereon a Ground plus Three storied building with lift facility shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII, situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.96, under R.S. Khatian No.146/1, under P.S. Purba Jadavpur, within the jurisdiction of K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata - 700099 and the entire property is butted and bounded by:

ON THE NORTH

property of others;

ON THE SOUTH

property of others;

ON THE EAST

: 15'-0" wide K.M.C. Road;

ON THE WEST

: property of others;

SCHEDULE - 'B' ABOVE REFERRED TO (OWNER'S ALLOCATION) TO BE OBTAINED FROM THE DEVELOPER

The OWNER shall get 50% of the 3rd Floor (Southern Side), 50% of the 2rd Floor (Southern Side) and 976 sq.ft. on 1rd Floor (Southern side Front Portion) together with 41.6% of the Car Parking space area on the Ground Floor (Southern Side) of the proposed building (which have been marked mutually by the DEVELOPER and OWNER. The OWNER shall also get the nonrefundable amount of Rs.25,08,000/- (Rupees twenty five lacs eight thousand only) only from the DEVELOPER which the OWNER will receive and acknowledge the same at the day of registration of this document The



District Sub-Registra-MI

2 6 FEB 2020

OWNER shall also get the proportionate share of land and shall enjoy all the common amenities/facilities, easement rights of the building as mentioned in the SCHEDULE - 'C' below and the DEVELOPER shall also enjoy the rest sale proceeds of the building to be erected at the cost of the DEVELOPER. Both the Parties shall co-operate to each other in this matter.

SCHEDULE - 'C' ABOVE REFERRED TO (COMMON RIGHTS AND FACILITIES)

Stair-case, common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof and mumpty roof, stair, main gate and common toilet on Ground Floor of the proposed building and care taker room if any on Ground Floor of the proposed building, pump room, lift and lift loby, lift room and lift well and proportionate land, pump and motor, septic tank, water reservoir and water tank.

SCHEDULE - 'D' ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

DEVELOPER herein shall get the rest constructed area vertically on the northern side of the plot i.e. 50% of the 3rd Floor (Northern Side), 50% of the 2rd Floor (Northern Side) and on 50% of the 1st Floor (Northern side) along with 726 sq.ft. on the first floor (South-west side back portion) together with 58.4% of the Car Parking space area on the Ground Floor (of which 50 percent on northern side and 8.4 percent on southern side) of the proposed building. The entire building shall be constructed by the DEVELOPER at his cost as per sanctioned building plan to be sanctioned by K.M.C. and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" herein and also right to use the common facilities and rights as mentioned in the SCHEDULE - "C".



District Rub-Registrat-III Alipore, South 24 Parganas

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. asish Kanti Hani S/O. Lt. Anarga Kokan Dam, Block No. 2. Flat No. 6. Govt. Housing Estate, SODEPUR, Kolkate-700110.

SIG-II.GOPAL CHMOITEA AD + A/10, CHIRANTANT PARK.

KOLKATA-FORDFO.

Hillma Dam

DRAFTED & PREPARED BY:

BODHISATWA BASU

ADVOCATE ALIPORE POLICE COURT,

KOLKATA-700027 Ernol No. 2138/2009 SIGNATURE OF THE DEVELOPER



District Sub-Registrer-Ell Alipere, South 24 Pargents

2 6 FEB 2020

MEMO OF CONSIDERATION

RECEIVED the part adjustable sum of Rs.25,08,000/- (Rupees Twenty Five Lakh and

Eight Thousand only) from the DEVELOPER as per Memo below:

		(Rs.)
056435 24.02.2020 HDFC Bar	nk, Golpark	Rs.25,08,000.00

Branch, Kolkata 700029

TOTAL: Rs.25,08,000.00

(Rupees Twenty Five Lakh and Eight Thousand only)

1. asish Kanking

SIGNATURE OF THE VENDOR



Minore, South 24 Pargaman

2 6 FEB 2020

SCHEDULE OF WORK (SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil work as per I.S.I. standard and standard quality cement and iron/steel

- Entire Floor VITRIFIED tiles in inside of flat. And antiskid tiles at toilet and w.c.
- 2. Wooden frame in door.
- 3. Factory made phenol bonded ply flush door shutter in door.
- 4. MS. Grill and Aluminum with glass tilted sliding Window.
- 5. Plaster of Paris in wall.
- Weather coat or equivalent paint in outside wall.
- Synthetic enamel paint in doors (ICI/Berger).
- Colour glazed tiles (8"x12") in WC. and toilets upto 7 ft height and 3 ft. height in above kitchen platform.
- Kota/Karroppa slab on kitchen platform.
- 10. Steel sink in kitchen
- Concealed electrical & water supply line.
- 12. Verandah railing up to 1000 mm height. .
- White vitreous commode, pan, and basin of slandered make.
- 14. Main door one side laminate finishes with necessary fittings.
- 15. Roof with petty stone casting.
- 16. branded (ESSCO) plumbing fittings.
- 17. Two Nos. gate in boundary wall for easy access and standard height boundary wall.
- 18. Lift (Max/Elevators or equivalent) to be installed

ELECTRICAL SPECIFICATION OF FLAT

- 1. Bed Room 2 Light points, 1 Fan point, 2 Plug point, 1 A.C. point (any one room).
- 2 Drawing/Dining 3 Light points, 2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp), 1 Calling Bell point.
- Kitchen 1 Light points, 1 Plug point (15 amp), 1 Water Purifier point, 1 Chimney point,
- Toilet 1 Light point, 1 Greaser point, 1 Exhaust Fan point,
- W.C. 1 Light point, 1 Exhaust Fan point.
- Verandah 1 Light Point, 1 Plug point.
- 7. Flat- wise separate Main Switch.

It is noted that if any extra work is done out of the said specification by the OWNER, for such extra work, the OWNER shall pay the necessary cost to the DEVELOPER.



Alipore, South 24 Parganes

2 6 FEB 2020

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PHOTO	right hand					
Name Signature						
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	right hand	ledite - 14 G		See See	- May	(jon
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ignature N.C.	left hand right hand	Thumb				
ignature N.C.	left hand right hand	Thumb		Middle Finger F		

Signature



District Sub-Rogaster-III
Aliperc, South 24 Passants

2 6 FEE 2020



R. Day







मारत सरकार GOVT. OF INDIA

VIRAAJ CONCRETE INDIA PRIVATE LIMITED



16/12/2004 Permanant Account Number

100

002200





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आयकर विभाग INCOME TAX DEPARTMENT NILIMA DAM

भारत सरकार GOVT. OF INDIA

RAJENDRALAL GUPTA

29/11/1946

Permanent Account Number

AWDPD8100F

Nilima Doni



Hilima Doron





ভারতের নিবাঁচন কমিপন

পরিচয় পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

XCZ1631084



নিৰ্বাচকে নাম

: হেহাশিৰ আচাৰ্য্য

Elector's Name - Snehasish Acharyya

: শ্যামল কুমার

Pre/Sex

: 1/M

Date of Birth :

22/10/1992

XCZ1631084

SARDAR GHOSHAL ACHARYA SHIKARIMA NDAL NASKAR CHARRABARTY PARA CHANDANESHNAR JOYNAGAR SOU TH24 PARGANAS 743337

John. ल

Dete: 07/12/2018

137-कार्यम् पूर् (कार्यात्री स्वर्थ) निर्दाण एकाव प्रतीवन निर्दाण व्यक्तिहरूच वास्तरत व्यक्ति Facsimile Signature of the Electoral Registration Officer for

137-Barutpur Purba (SC) Constituency



BETWEEN

SMT. NILIMA DAM OWNER

AND

VIRAAJ CONCRETE INDIA PRIVATE

LIMITED

Represented by its Director

SRI RAAJ DAS

DEVELOPER

DEVELOPMENT AGREEMENT

BODHISATWA BASU
ADVOCATE
ALIPORE POLICE COURT
V54/23, BRAHMAPUR, GHOSHPARA,
GARIA, KOLKATA-700084
Email:advocatebodhi1985@gmail.com
MOBILE: 9831528996,
8777290339

Major Information of the Deed

Deed No :	1-1603-00609/2020	Date of Registration 26/02/2020
Query No / Year	1603-0000162932/2020	Office where deed is registered
Query Date	28/01/2020 7:38:15 AM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	BODHISATWA BASU Thana : Alipore, District : South 2 8777290339, Status : Advocate	4-Parganas, WEST BENGAL, Mobile No. :
Transaction		Additional Transaction
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,08,000/-]
Set Forth value		Market Value
		Rs. 1,24,72,888/-
Stampduty Paid(SD)	10000000000000000000000000000000000000	Registration Fee Paid
Rs. 20,121/- (Article:48(g))		Rs. 25,133/- (Article:E, E, B, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban

Land Details:

District: South 24-Parganas, P.S.- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3290, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	PROFIT OF SAME AND VALUE OF SAME AND SA	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		7 Katha			Width of Approach Road: 15 Ft.,
	Grand	Total:			11.55Dec	0 /-	124,12,888 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (in Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure Type: Structure
,	Or Floor Arms of fi	nor : 200 Ca Et I	Posidostial Use Co	mented Floor As	as of Structure: E Voors Boof Tune
	Gr. Floor, Area of fit Tiles Shed, Extent of Total :			mented Floor, Ag	ge of Structure: 5 Years, Roof Typ

Land Lord Details :

SI No	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Mrs NILIMA DAM Wife of Mr ASISH KANTI DAM Executed by: Self, Date of Execution: 26/02/2020 , Admitted by: Self, Date of Admission: 26/02/2020 ,Place ; Office			Nilima Smool
		26/03/2020	1.Ti 26/02/7020	26/02/2020
	24-Parganas, West Bengal,	India, PIN - 700 No.:: AWDPD810 xecution: 26/02	110 Sex: Femal 00F, Aadhaar No /2020	DEPUR, P.S:- Khardaha, District:-North e, By Caste: Hindu, Occupation: House : 26xxxxxxxx4590, Status :Individual, Office

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	VIRAAJ CONCRETE INDIA PRIVATE LIMITED C/26, RAMKRISHNA UPANIBESH, P.O:- REGENT ESTATE, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092, PAN No.:: AACCV0724B, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

Name AAJ DAS (Presentant) Mr SUDHIR KUMAR	Photo	Finger Print	Signature
	TREATE		
of Execution - /2020, , Admitted by: Date of Admission: /2020, Place of sion of Execution: Office	5		R.Q 4_,
	Feb 26 2020 2:50PM	LTI 26/02/2020	26/02/2020
	Pate of Admission: /2020, Place of sion of Execution: Office HOSSAINPUR, P.O:- M PIN - 700107, Sex: Mal	Pate of Admission: /2020, Place of sion of Execution: Office Feb 26 2020 2:66PW HOSSAINPUR, P.O MADURDAHA, P.S. PIN - 700107, Sex: Male, By Caste: Hind	Pate of Admission: /2020, Place of sion of Execution: Office

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SNEHASISH ACHARYYA Son of Mr S K ACHARYYA DHOSA, P.O DHOSA, P.S Joynagar, District:-South 24-Parganas, West Bengal, India, PIN - 743337	Kin		Swind plays.
	26/02/2020	26/02/2020	26/02/2020

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SI.No	From	To. with area (Name-Area)
1	Mrs NILIMA DAM	VIRAAJ CONCRETE INDIA PRIVATE LIMITED-11.55 Dec
Trans	fer of property for S	
SI.No	From	To. with area (Name-Area)
1	Mrs NILIMA DAM	VIRAAJ CONCRETE INDIA PRIVATE LIMITED-200.00000000 Sq Ft

Endorsement For Deed Number : I - 160300609 / 2020

On 28-01-2020

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 1,24,72,888/-

6M/

Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 26-02-2020

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 (9) of Indian Stamp Act 1899.

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

Presented for registration at 13:24 hrs on 26-02-2020, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RAAJ DAS ...

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

Execution is admitted on 26/02/2020 by Mrs NILIMA DAM, Wife of Mr ASISH KANTI DAM, GOVT. HOUSING ESTATE, BLOCK - 2, Flat No: 06, P.O: SODEPUR, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession House wife

Indetified by Mr SNEHASISH ACHARYYA, . . Son of Mr S K ACHARYYA, DHOSA, P.O: DHOSA, Thana: Joynagar, . South 24-Parganas, WEST BENGAL, India, PIN - 743337, by caste Hindu, by profession Others

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

Execution is admitted on 26-02-2020 by Mr RAAJ DAS, DIRECTOR, VIRAAJ CONCRETE INDIA PRIVATE LIMITED (Private Limited Company), C/26, RAMKRISHNA UPANIBESH, P.O:- REGENT ESTATE, P.S:- Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN - 700092

Indetified by Mr SNEHASISH ACHARYYA, . , Son of Mr S K ACHARYYA, DHOSA, P.O: DHOSA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743337, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,133/- (B = Rs 25,080/-,E = Rs 21/-,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,133/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/02/2020 8:56PM with Govt. Ref. No: 192019200195284411 on 25-02-2020, Amount Rs: 25,133/-, Bank; HDFC Bank (HDFC0000014), Ref. No: 1035375925 on 25-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 20,021/- Description of Stamp

 Stamp: Type: Impressed, Serial no AC7133, Amount: Rs.100/-, Date of Purchase: 14/12/2019, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/02/2020 8:56PM with Govt. Ref. No: 192019200195284411 on 25-02-2020, Amount Rs: 20,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1035375925 on 25-02-2020, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2020, Page from 23422 to 23453
being No 160300609 for the year 2020.



Digitally signed by ASISH GOSWAMI Date: 2020.03.03 17:09:57 +05:30 Reason: Digital Signing of Deed.

6M/

(Asish Goswami) 2020/03/03 05:09:57 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)