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29/01/18

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the eqth day of

WWW.YY , Two Thousand Eighteen (2018);

BETWEEN

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-015822340-2

Payment Mode

ld No.: 19021000020829/3/2018

(Quely No /Query Year)

Counter Payment

GRN Date: 20/01/2018 12:08:07

Bank:

Punjab National Bank

BRN:

M542682

BRN Date: 20/01/2018 00:00:00

DEPOSITOR'S DETAILS

Name:

ASHIM GHOSH

Contact No. 1

Mobile No.

+91 9836941283

E-mail:

Address :

SAMADDARPUR HABRA

Applicant Name:

Mr ASHIM GHOSH

Office Name:

Office Address Status of Depositor:

Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 3

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
107	19021000026829/3/2018	Property Regulation- Stamp duly	0030-02-103-003-02	75021
2	19021000026829/3/2018	Property Registration- Registration Fees	0000-03-104-001-16	10021

Total

85042

In Words

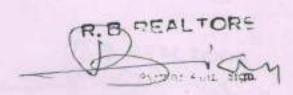
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R. B DEALTOR.

company within the meaning of Companies Act, 1956 having its office at 85, Metcalfe Street, third floor, Room No. 306, P.O. - Dharmatola, P.S. - Bowbazar, Kolkata- 700013 represented by its Director MR. PANKAJ KUMAR MANDAL (PAN No. DMQPM5367H) son of Hari Mandal of Village & Post- Bhakharain, P.S. - Madhubani Dist.- Madhubani, Bihar, Pin- 847408 hereinafter called the OWNER/ VENDOR (which expression unless excluded by or repugnant to the context shall be deemed to mean and include its successors in office, executors, representatives and assigns) of the ONE PART.

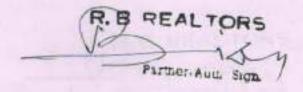
AND

R.B. REALTORS a Partnership firm (PAN Card No. AAVFR7055F), having its office at 2,Dr. Narayan Roy Sarani, Post Office- Beadon Street. Police Station- Girish Park, Kolkata – 700006, represented by its partners (1) Bimal Dey (PAN No. AKNPD4456E) son of late Gopal Chandra Dey, by faith-Hindu, by occupation-Business, residing at 50A,Raja Naba Krishna Street Post Office- Hatkhola, Police Station- Shyampukur, Kolkata- 700005 and (2) Sanjay Kumar Kedia (PAN No. AOUPK1400N) son of Shiv Kumar Kedia, by



faith- Hindu, by occupation-Business, residing at 102, Muktaram Babu Street, Post Office – Burra Bazar, Police Station- Jorasanko, Kolkata- 700007 hereinafter called as the **DEVELOPER** (which term and expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean include its successor or successor-in-office, legal representatives, executors and assigns) of the **OTHER PART**.

whereas two separate brick built dwelling houses erected and built on the land measuring more or less 12 Cottahs and 8 Cottahs lying at and being premises no. 34/C & 34/A, Nayan Chand Dutta Street, Police Station - Burtalla, Kolkata - 700006 under Ward No. 17 of the Kolkata Municipal Corporation was seized and possessed of or otherwise well and sufficiently entitled to Citiline Developers Pvt. Ltd. as absolute owner thereof who by virtue of Registered Deed of Sale dated 25.04.2007 duly registered with A.R.A.- II, recorded in Book No. I, Volume No. I, Pages 1 to 18, Being No.05080 for the year 2007 purchased the said property from M/s. Bhulila Properties represented by its proprietor Smt. Susmita Das Majumdar wife of Subhasish Das Majumdar and thus became the owner of the said property free from all encumbrances.



AND WHEREAS the said Citiline Developers Pvt. Ltd. after purchasing the said two plots has applied before the Kolkata Municipal Corporation for amalgamation of the said two plots into one single unit and after hearing Kolkata Municipal Corporation approved the said application and amalgamated the said two plots into a single plot and duly got its name mutated in the records of Kolkata Municipal Corporation under Assessee No. 11 -017-40-0075-0 and thereby the said premises was renumbered as 34A, Nayan Chand Dutta Street, Kolkata - 700006.

AND WHEREAS the land owner herein Citiline Developers Private Limited have decided to develop the aforesaid land by constructing a multi-storied building there on after demolishing the existing structure (morefully and particularly described in the First Schedule hereunder written) and have searched a reputed Developer who will be taken the responsibility of developing the said premises and on hearing their such intentions the Developer herein R.B.REALTORS represented by its partners namely Sri Bimal Dey and sri Sanjay Kumar Kedia have approached to the owner herein that they will develop the said property by raising constructing of a multi-storied building (G+4) consisting of several flat/flats, shop/shops, car

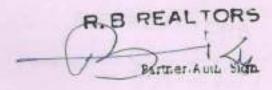


parking space/spaces and other spaces to which the owner have agreed to such proposal.

AND WHEREAS the owner declare that the said land is free from all encumbrances and the total search verification and inspection of the title deed and other documents of the said land has been made by the Developer and upon has agreed to construct the building thereon with its own cost and expenses.

AND WHEREAS the Developer of the Other Part herein has decided and undertake to construct a building on the aforesaid plot of land (morefully and particularly described in the First Schedule hereunder written) at its own cost and expenses, strictly in accordance with the building plan so to be sanctioned by the Kolkata Municipal Corporation upon certain terms and conditions and the land owner have agreed and accepted the said Developer's proposal.

and whereas in pursuant to the said proposal the land owner of the One Part herein have agreed for such construction of the building on the aforesaid plot of land and the Developer of the



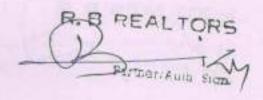
Other Part herein has agreed to do so develop the said plot of land by way of construction of the building thereupon as per certain terms and condition hereinafter appearing.

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

ARTICLE : I (DEFINITIONS)

Unless in this presents it is repugnant or inconsistent with:-

DEVELOPERS PVT. LTD. (PAN No. AADCC0023F) a company within the meaning of Companies Act, 1956 hving its office at 85, Metcalfe Street, third floor, room No. 306, P.O- Dharmatola, P.S.- Bowbazar, Kolkata- 700013 represented by its Director Mr. Pankaj Kumar Mandal (PAN No. DMQPM5367H) son Of Hari Mandal of Village & Post-Bhakharain, P.S- Madhubani Dist.- Madhubani, Bihar, Pin-847408 (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns).



- DEVELOPER shall mean R.B. REALTORS a Partnership firm 2. (PAN Card No. AAVFR7055F), having its office at 2,Dr. Narayan Roy Sarani, Post Office- Beadon Street, Police Station- Girish Park, Kolkata - 700006, represented by its partners (1) Bimal Dey (PAN No. AKNPD4456E) son of late Gopal Chandra Dey, by faith-Hindu, by occupation-Business, residing at 50A, Raja Naba Krishna Street Post Office-Hatkhola, Police Station- Shyampukur, Kolkata- 700005 and (2) Sanjay Kumar Kedia (PAN No. AOUPK1400N) son of Shiv Kumar Kedia, by faith- Hindu, by occupation-Business, residing at 102, Muktaram Babu Street, Post Office - Burra Bazar, Police Station- Jorasanko, Kolkata- 700007 (which term and expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean include its successor or successor-in-office, legal representatives, executors and assigns
 - 3. SAID PLOT OF LAND shall mean ALL THAT brick built structure erected and built on the land belonging or on part whereof the same is erected and built containing by estimation 20 Cottahs more or less (on actual measurement



the area of land found 22 Cottahs 2 Chittaks 4 Sq.ft. more or less) lying situate at and being premises no. 34A, Nayan Chand Dutta Street (previously known and numbered 34C & 34A, Nayan Chandra Dutta Street), P.S. Burtalla, Kolkata – 700006 under Ward No. 17 of the Kolkata Municipal Corporation hereinafter called the said 'LAND' (morefully and particularly described in the FIRST SCHEDULE hereunder written).

- 4. ARCHITECTS shall mean the Architect appointed by the Developer or such other Architect for the material time of construction of the proposed building that may be appointed by the developer.
- 5. BUILDING shall mean the proposed G+4 storyed building so to be constructed upon the said land in accordance with the building plan which to be duly sanctioned by the Kolkata Municipal Corporation with all its variation (morefully and particularly described in the SECOND SCHEDULE hereunder written).

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- 6. COMMON EXPENSES shall mean and include the cost of operating up-keeping and maintaining as and when the common services and facilities of the building and shall include all taxes, charges salaries, premium and other expenses payable in respect hereof or incidental thereto as fully described in the FIFTH SCHEDULE hereunder written.
- 7. UNDIVIDED SHARE shall mean that the undivided variable impartiable proportionate share in the land attributable and allocable to the said unit to be determined in relates to the area of the respective unit.
- 8. PLAN shall mean the plan sanction by the Kolkata Municipal Corporation and other statutory including such modification or variations therein as may be required to be made or directed by the said the Kolkata Municipal Corporation.
- TRANSFER with its grammatical variations shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat/unit, Car parking spaces and other spaces in the proposed G+4 storied building to the purchaser and/or purchasers.



- 10. TRANSFEREES shall mean the purchaser and/or purchasers to whom any flat/unit, Car parking spaces and other spaces in the said building will be transferred.
- 11. COMMON FACILITIES & AMENITIES shall mean entrance of the building, roof right, common space, pump room, overhead tank, water pump and motor, lift and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 12. SALEABLE SPACE shall mean the space within the building, which is to be available as an unit / Flat for independent use and occupation in respect of land owner's Allocation & Developer's Allocation as mentioned in this agreement.
- 13. BUILT UP AREA (FOR ANY INDIVIDUAL UNIT) shall mean the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two unit and cent percent area covered by the individual wall for the said unit.

R B REALTORS

- 14. COVERED AREA (FOR ANY INDIVIDUAL UNIT) shall mean total built up area for any unit plus proportionate share of stairs, lobby, and lift areas (if any).
- SUPER BUILT UP AREA (FOR ANY INDIVIDUAL UNIT) shall mean the total covered area plus service area.
- 16. SPECIFICATIONS shall mean the materials and specifications mentioned in the SIXTH SCHEDULE hereunder written.
- 17. FLAT shall mean the sell contained Apartments and other space or spaces intended to be built up and constructed by the Developer.
- 18. ADVOCATE shall mean Mr. ALOK Roy, practicing Advocate of City Civil Court, Calcutta having residence at- Flat No. 301 A, 3rd Floor, 2 No. Dr. Narayan Roy Sarani (Simla Street). Kolkata-700006.
- 19. DEVELOPMENT AGREEMENT shall mean this agreement dated day of January, 2018 A.D. between the Owner and the Developer.

R. B REALTORS

ARTICLE : II

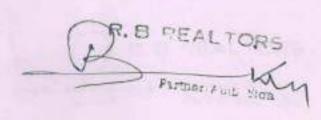
(OWNER SHARE OR ALLOCATION)

The said Owner herein will get its share or allocation, in the proposed G+4 storied building mentioned hereunder written.

That the said Owner will be entitled to get 30 % share in built up area of the said proposed new multi storied building as par sanctioned FAR or actual constructed area including common facilities, common parts and common amenities of the building. Out of the said 30% share in built up area the land owner will get the proportionate share in each floor.

The said owner will also get an adjustable interest free amount of Rs10,00,000/- (Rupees ten lakhs Only) from the Developer, and if the Land owner will not refund the said amount of Rs.10,00,000/- then the said amount of Rs.10,00,000/- will be adjusted from the allocation of the owner at the time of delivery of possession.

Later on after preparation of the Floor plan, the Flats/ Units will be demarcated in the floor plan, and the copy of the said demarcated floor plan will be supplied to the land owner along with a





suplimantory development agreement denoting the flats/ units within the purview of the land owner's allocation.

ARTICLE : III

(DEVELOPER'S SHARE OR ALLOCATION)

DEVELOPER'S SHARE shall mean rest of the actual constructed area of the said proposed G+4 storied building, comprising of the flats, car parking spaces and other spaces including proportionate share of land, excluding the Owner's share and/or area mentioned above with right to use the common facilities amenities of the said building (hereinafter referred to as the 'Developer's Allocation').

That the Owner will get their specified share mentioned above and subject to that the Owner do hereby grant, exclusive right to the Developer to constructed a G+4 storied building on the said plot of land, i.e. ALL THAT brick built structure erected and built on the land belonging or on part whereof the same is erected and built containing by estimation 20 Cottahs more or less (on actual measurement the area of land found 22 Cottahs 2 Chittaks 4 Sq.ft.

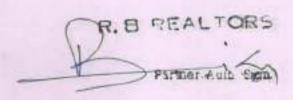
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more or less) lying situate at and being premises no. 34A, Nayan Chand Dutta Street (previously known and numbered 34C & 34A, Nayan Chandra Dutta Street), P.S. Burtalla, Kolkata – 700006 under Ward No. 17 of the Kolkata Municipal Corporation hereinafter called the said 'LAND' (morefully and particularly described in the First Schedule hereunder written), and also authorised developer herein to sell its allotted portion to the intending purchaser and/or purchasers to be selected by the Developer herein.

ARTICLE :IV

(BUILDING)

1. The developer shall at its own cost construct the said building according to the specification mention in the SIXTH SCHEDULE hereunder written on the said premises in accordance with the plan to be sanction by the Kolkata Municipal Corporation and in compliance with all Municipal Rules, Regulations and provisions. The building to be constructed shall be of good quality materials and workmanship. No-sub stander materials shall be used and all such specifications, materials, fixtures and fittings shall be approved and certified Architect.



- Subject as aforesaid, the decision of the Developer regarding the quality of the materials certified by its qualified Architect shall be final and building between the parties hereto, but in no case the materials will of inferior/low quality.
- 3. The Developer shall erect the said G+4 storied at its own cost and expenses and pump, water storage tank, overhead reservoirs and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in the building having self contained flats/units, car parking spaces and other spaces and constructed for sale of flats/units, car parking spaces and parking spaces and other spaces.
 - 4. The Developer shall be authorised in the name of the owner so far as necessary to apply for obtain quotas entitlements and other allocation of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage sewerage etc. to the said building and other

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facilities required for construction of the said proposed building for which the owner shall execute in favour of the Developer a General Power of Attorney or other authorities as shall be required by the Developer.

5. The Developer shall at its own costs and expenses and without creating any financial or other liabilities upon the owner shall construct and complete the proposed G+4 storied building, including the Owner's allocations in accordance with the sanctioned building plan as per specification of materials contained in the SIXTH SCHEDULE hereunder written.

ARTICLE :V (DEVELOPER'S OBLIGATION)

1. The Developer hereby agreed and convent with the owner not to transfer or assign the benefits of the Owner's allocations or any part thereof without the consent in writing of the owner. No consent shall require from the owner on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers.

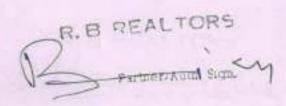
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- 2. The Developer hereby agreed and convent with the owner not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will not accrue upon the owner.
- 3. The Developer hereby agreed and covenant with the owner not to do any act, deed or thing whereby the owner is prevented from enjoying or selling/assigning and/or disposing of any of the Owner's allocations within the building.
- 4. The Developer hereby declare that the proposed building is to be completed and the Owner's allocations shall be handover to the owners within 30 (thirty) months from the date execution of this agreement.
- That the Developer shall first handed over the peaceful physical possession of total owners' allocation in complete and habitable condition.
- After_completion of the total construction work of the proposed G+4 storied building, the Developer shall arrange

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for assessment of the same by the Municipal Authority, and obtained Completion Certificate from the Municipal Authority, thereafter the Developer shall serve a written notice to the land owner for taking possession of the land Owners' allocations/shares of the proposed G+4 storied building.

- 7. That the owners are not liable or responsible regarding any Income Tax and any other taxes in respect of the Developer's allocation.
- 8. That the Developer at its own risk and responsibilities shall vacate the tenant by mutual settlement in the said premises for construction of a multi storied building thereon and shall bear all the expenses for vacating and/or shifting charges of the tenants. The owner will not responsible for shifting of tenants.
- 9. That in addition to the said construction, if the Developer herein gets further sanction of construction over and above the number of floors of the G+4 storied building as has been sanctioned by the Kolkata Municipal Corporation for further

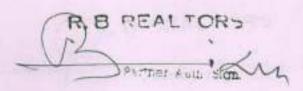


authority to make further construction as per revised sanction plan over the roof on the Top Floor in that event the Owner will not raise any objection or obstruction thereto in any manner whatsoever. Be it mentioned that in that case the Developer shall deliver to the owners 30% constructed area (Sanction FAR) of the Top Floor and remaining 70% constructed area (Sanction FAR) of the Top Floor will remain developer's allocated portion and the developer can transfer and assign its allotted portion to the intending purchaser or purchasers.

ARTICLE: VI

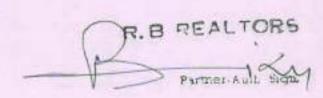
(OWNERS' OBLIGATION)

- The owner shall pay all municipal taxes due and payable in respect of the said land till the date of execution of this development of agreement.
- The owner have agreed to hand over vacant peaceful khas possession of the said land (morefully and particularly described in the First Schedule hereunder written) to the



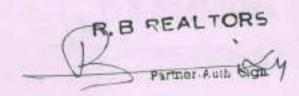
Developer at the time of execution of this agreement and by virtue of this agreement it is admitted that the possession has been delivered by the owner and Developer hereby accepted the same.

- Subject to proceeding clauses, the owner hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land including the Owner's allocations of the said proposed building in accordance with the building plan as per specification contained in the Sixth Schedule hereunder written.
- 4. The Developer shall be exclusively entitled to the Developer's allocation in the building with the right to transfer or otherwise deal with or disposed of the same subject to comply the terms and conditions of this agreement and the owner shall not in any way interfere with or disturb the quite and peaceful possession of the Developer's allocation.
- The owner shall execute a Registered Power of Attorney on the date of execution of this agreement authorizing to Mr.



Bimal Dey son of late Gopal Chandra Dey being the Partner of R.B REALTORS the Developer herein to appoint Architect, Labour and to obtain electricity, water, sewerage, Drain from the Kolkata Municipal Corporation and C.E.S.C. and to appoint Advocates in any Court of law and to make agreement for sale, transfer and convey the flats/units, car parking spaces and other spaces of the proposed building in respect of the Developer's allocation only unto and in favour of the intending purchaser and/or purchasers including the proportionate share of the said land.

6. The owner shall not be responsible for the clearance of income tax certificate for the purpose of sale of the developer's portion. That if the said Register Power of Attorney not possible to execute and register before the appropriate registration office due to exclusive stamp duty imposes upon the said power of Attorney or any other reason in that event the owner shall undertake to sign and execute Deed of Conveyance or conveyances of Developer's allocation and/or share in favour of the intending purchaser or purchasers, to be selected by the Developer and the



Developer shall joint as necessary patties to the said Deed of Conveyance or Conveyances, without any claim.

- 7. The owner hereby agrees and convenient with the Developer not to cause any interference or hindrance in the construction of the said proposed building on the said plot of land by the Developer subject to condition that the Developer shall comply the building rules and to use the good quality building materials.
- 8. The owner hereby agrees and covenants with the developer not to do any act deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of the of the Developer's allocation and/or selecting the person in whose favour the developer shall sell/transfer the developer's allocation.
- 9. The owner hereby agree and covenants with the Developer not to let out, grant, lease, mortgage, encumber, and/or charges the said plot of land or any portion thereof till the purpose of this agreement is fully satisfied.

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- 10. That the owner undertakes that during the continuance of this agreement they shall not entered into any Development or Sale Agreement with any third party in respect of the said land or any part thereof.
- It is agreed that upon completion of the proposed G+4 storied building and upon hand over the possession of the Owners' allocations by the developer all proportionate levies and taxes which will be finally assessed by the Municipality, relating to the land owners' allocated portion in the proposed G+4 storied building shall be paid by the land owner from the date of taking over the possession of their allocated portion.
- 12. The land owner shall not be entitled to claim any amount of sale proceed of the Developer's allocated portion mentioned above and nor shall be entitled to claim any aforesaid amount of sale proceeds from intending purchaser or purchasers of Developer's allocated portion, received by the Developer herein, or as constituted Attorney on behalf of the owner. The land owner shall have common right over the land, passage, open space, landing etc. with the developer

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and/or with the intending purchaser or purchasers of the Flats/Units, car parking spaces and other spaces under developer's allocation.

- 13. The land owner shall not be entitled to claim any other portion or portions of the constructed and covered area of the proposed G+4 storied building other then the land owners' allocations.
- 14. The Developer shall be entitled to fix the sign board on the said property for advertisement and insertions in news papers or another advertising media. That the Owners will be entitled to choose a name of the proposed G+4 storied building.
- 15. It is agreed that the developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation save and except the land Owners' allocation to different prospective buyers and simultaneously sell out those portions, flats, car parking spaces and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by developer in which the

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land owners shall not able to interfere in any manner whatsoever for purpose of execution of the deed of conveyance in respect of the different portion in favour of different buyers. It is further agreed that the Developer shall be entitled to sell its allocation only to the Hindus Community.

- 16. That the owner further undertake not to file any suit intentionally against the developer which will obstruct the developer from the carrying out the job of construction. If the suit filed by owner intentionally against the developer and for that reasons the construction work is delayed and/or stopped, in that event developer entitled to claim the cost of construction carried out by the Developer upto the date of stop work also entitled to additional compensation which assessed by a registered valuer to be appointed by the Developer.
- After the expiry of 30 days subsequent to the receipt of
 possession notice, the land owner shall pay to the flat owner
 Association proportionate service charges, maintenance,
 expenses or any other proportionate shares towards the

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repair, maintenance of common space, fixtures, electricity, consumption sewerage plumbing etc.

18. The Developer shall be responsible for meeting all costs, expenses towards executions and registration of any documents for giving effect to all or any of the terms and conditions set out herein, including this agreement. Mr. Alok Roy, Advocate, City Civil Court, Calcutta who has drawn this agreement and shall draw all further documents in respect to this project.

ARTICLE :VII

(OWNER'S RIGHT)

That owner shall be entitled to transfer and otherwise deal with the Owners' allocations of the building to any person/persons and intending purchaser or purchasers in the manner they likes.

ARTICLE :VIII

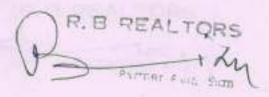
(DEVELOPER'S RIGHT)

 If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer

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at its own cost and expenses on behalf of the owner and the Developer will pay and bear all fees including Architect's fees and municipal charges and expenses required to be paid or deposited for such amendment and/or modification of the building plan but the owner will not be prejudiced for the same said amendment or modification.

- 2. The Developer shall be entitled to enter into agreement with intending purchaser or purchasers for selling its allotted portion mentioned above excluding the owners' share and shall settle terms with the respective buyers of the flats/units, car parking spaces and other spaces etc. without making any objection to enable the developer to sell its allotted portion with the proportionate share of the said land to the said intending buyers. Developer is obliterated to deliver the owner's portion to the owner according to their allotted share.
 - 3. The Developer shall also be entitled to accept money by way of consideration price of the said flat/units, car parking spaces and other spaces, from the prospective buyers in



respect of its allotted share in the said proposed building referred to as saleable area and can issue receipt in its name or its firm acknowledging such receipts in terms of this agreement without making liable or accountable the owner for the same at any point of time.

- 4. Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the owner on the said plot or any part thereof to the Developer or is creating any right, title or interest in respect thereof to the Developer other then an exclusive licensee to the Developer to commercially exploit the said plot and to deal with the Developer's allocation area in the building in the manner herein stated.
- 5. That the land owner is not liable or responsible for any dispute between the developer and intending purchaser and/or purchasers of Developer's allocation and if the said land be effected due to said dispute in that case the Developer is liable to compensate for the same.

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- 6. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction meaning and effect of this Agreement or any part thereof or respecting the construction or any other matters relating to the construction shall be decided by the competent Court of law.
- 7. That in case of any variation arise as to the measurement of the said owners' allocation and/or Developer's allocation then owner or Developer shall get or pay the additional charges and/or money at the marketable rate per square feet of such variation.

ARTICLE :IX

(OWNER'S INDEMNITY)

 The owner hereby undertakes that the Developer shall be entitled to the said constructions and shall enjoy its allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained and/or on its part to be observed performed and/or fulfilled.

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2. The owner also further declare that they never execute any instruments or their predecessor-in-interest never executed any instrument in respect of the Developer allocation under this agreement and if so the said instruments have no force at all and no body including the inheritance can not in any way take advantage of the said instruments.

ARTICLE : X

(DEVELOPER'S INDEMNITY)

- The Developer hereby undertake to keep the owner indemnified from against all third party's claim and action arising out of any part of the act or commission of the Developer in or relating to the construction of the said building.
- The Developer hereby undertake to indemnify and keep the owner indemnified from and against all actions suits costs proceeding and claim and demands that may arise out of the owner's and/or Developer's allocation with regard to the Development of the building and/or in the matter of construction of the building and/or for any defect therein.

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3.

The Developer undertake to comply with all the formalities and obligations as stated herein for the purpose of Development and/or construction of the said building within the stipulated period and shall hand over the peaceful and vacant possession of the Owner's allocations to the owners first instant after completion of the building forthwith. The Developer also undertakes to deliver the vacant possession with good habitable manner in all respect to the owners. The Developer shall complete the flats and other spaces of the owner in all respect such as electrification, water line, paris, plastering, mosaic and marble in good finish condition.

ARTICLE :XI

FORCE MAJEURE

That the parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majure and shall be suspended from the obligation during the durations of the force majure.

PARTERIA AUL SIGNAY

 Force majure shall mean earth quake, riot, storm, tempest civil commotion which is beyond the control of any of the parties.

ARTICLE :XII

[TITLE DEED]

The original papers of the said land, morefully and particularly described in the First Schedule hereunder written, during the construction of this agreement shall be kept with the Owner/ Developer and all interest person shall be entitled to have inspection and make extract therefore.

ARTICLE :XIII

JURISDICTION

The Courts of City Civil Court, Calcutta along shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE LAND PREMISES)

ALL THAT brick built structure erected and built on the land belonging or on part whereof the same is erected and built

Partner Auth Signa

measurement the area of land found 22 Cottahs 2 Chittaks 4 Sq.ft. more or less) lying situate at and being premises no. 34A, Nayan Chand Dutta Street (previously known and numbered 34C & 34A, Nayan Chandra Dutta Street), P.S. Burtalla, Kolkata – 700006 under Ward No. 17 of the Kolkata Municipal Corporation which is butted and bounded by:-

ON THE NORTH : 8, Beadon Row;

ON THE SOUTH : Nayan Chand Dutta Street;

ON THE EAST : 34E & 32/5 Nayan Chand Dutta Street;

ON THE WEST : 35 & 36 Nayan Chand Dutta Street.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE BUILDING)

ALL THAT proposed G+4 storied brick-built message tenement hereditament and premises and/or building, TOGETHER WITH piece or parcel of land there unto belonging whereon or on part whereof the same is erected and built containing an area measuring more or less 20 Cottahs (on actual measurement the



area of land found 22 Cottahs 2 Chittaks 4 Sq.ft. more or less) lying situate at and being premises no. 34A, Nayan Chand Dutta Street (previously known and numbered 34C & 34A, Nayan Chandra Dutta Street), P.O.- Beadon Street, P.S. Burtalla, Kolkata – 700006 under Ward No. 17 of the Kolkata Municipal Corporation which is butted and bounded by:-

ON THE NORTH : 8, Beadon Row;

ON THE SOUTH : 23' ft wide Nayan Chand Dutta Street

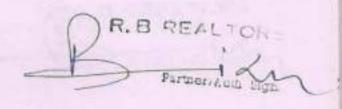
ON THE EAST : 34E & 32/5 Nayan Chand Dutta Street;

ON THE WEST : 35 & 36 Nayan Chand Dutta Street.

THE THIRD SCHEDULE ABOVE REFERRED TO

(OWNERS' SHARE OR ALLOCATION)

That the said Owner will be entitled to get 30% share in built up area of the said proposed new multi storied building as par sanctioned FAR or actual constructed area including common facilities, common parts and common amenities of the building. Out of the said 30% share in built up area the land owner will get the proportionate share in each floor.



The said owner will also get an adjustable interest free amount of Rs.10,00,000/- (Rupees ten lakhs Only) from the Developer and if the Land owner will not refund the said amount of Rs.10,00,000/- then the said amount of Rs.10,00,000/- will be adjusted from the allocation of the owner at the time of delivery of possession.

THE FOURTH SCHEDULE ABOVE REFERRED TO

The common areas and the common parts mentioned in this agreement.

- a) Stair Case on all the floors, Lift.
- b) Common passage and lobby on the Ground Floor excepting other allotted space.
- Water pump, water tank, water pipes and other common plumbing installation.
- d) Electrical wiring, meters (excluding those are installed for any particular flat).

PARTHET AUG SIGNAL

- GENERAL COMMON ELEMENTS of all appurtenances and facilities and other item which are not part of the SAID FLAT.
- a. ALL land and premises described in the Second Schedule herein above written whether improved or unimproved.
- Exterior conducts utility lines under ground storage tanks.
- e. Public connection meters gas electricity telephone and water owned by public utility or other agencies providing such services and located outside the complex.
- Exterior lighting and other facilities necessary to upkeep and safety of the said building.
- e. All machine room and facilities, sewerage and drainage.
- f. The foundation fittings columns, girders, beams, supports exterior walls of the complex beyond the said flat side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceiling and stair case in the said building.
- g. The ultimate roof or terrace will be absolute joint property of the owners and the Developer.

PARTIDET AUL SIGNA

THE FIFTH SCHEDULE ABOVE REFERRED TO

Cost and expenses and outgoing and obligations for which all purchasers are to contribute proportionately.

- The expenses for maintaining repairing decorating of the main structure/building and in particular the pit and drains water pipes electrical wires in and under or upon the building and enjoyed or used by the purchasers in common with the other purchasers and/or purchasers and the main stair case entrance passage landing of the building and the boundary walls and building compound etc.
- b) The cost of clearing and lighting the passage landings stair by intending purchasers and/or co-sharer in common with the owners as aforesaid.
- The cost of decorating the exterior of the building.
- d) The cost of working and maintenance of water pump electrical installations and over head lights and services charges, Lift.

Parmeria un Sign

- e) Municipal taxes and other taxes/levies.
- f) Such other expenses as are necessary or incidental expenses for the maintenance and up keeping of the building as may be determined by the Flat owners/Association.

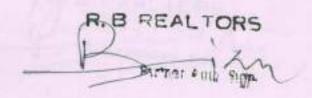
THE SIXTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

- STRUCTURE: Structure R.C.C. column, beam, roof, floor,
 Tie-beam as per structural design approved by the competent authority.
- BRICK WALL: Out side brick wall 8" thickness, inside partition wall 5" or as per Engineer's direction.
- 3. FLOORING: All bed rooms dining room, verandah with skirting and kitchen & Toilet have to be mosaic/marble.

Partner/Auth Sign

- TOILET: Glazed tiles on wall upto 6' height, India/Western type Pan/Commode with P.V.C. Cistern in Toilet and one Gyser point will be provided.
- 5. KITCHEN: Platform will be 2' brick stone on cooking space, black stone, sink will be provided in the kitchen 2 feet glazed tiles on the back wall of the above platform to protect the oil spot.
- DOOR: Door frame of Sal wood and all main door will be of Ply Board and bathroom door will be of P.V.C. door.
- 7. WINDOW: Aluminium /wood with glass fitting window.
- ELECTRIC: Full concealed copper wire 3/20, 3/22, 1/18 for earthling.
- a) In bed room one fan point, two light point, one 5 amp. Plug point and one foot lamp point, in the bed room, A.C. point and T.V. & Telephone, point will be provided.



- b) Dining room: Two light point two fan point two 15 amp. Plug and one foot lamp point.
- Kitchen: One light Point one exhaust fan point and one 15 amp. Plug point.
- d) Toilet : one light point one Geyser Point. One exhaust fan point.
 - e) Balcony : One light point.
- f) Calling Bell: One calling bell point at the main entrance of the flat.
- FINISH: There will be only Paris/Wall Putti work at the interior wall and out side wall marching color (Snow Chem point).
- Roof finish: Roof will be lead to proper slope, with neat cement.

Partner/Acid Sign

IN WITNESS WHEREOF both the parties hereto owner and Developer have executed this Agreement for the aforesaid plot of land under their respect signatures in day, month and year first above written.

BY THE OWNERS AT CALCUTTA IN THE PRESENCE OF : WITNESSES:

1. Ashima Ghosh Spo. Lt. Bibbut Bhusana Ghosh

vill. Samaddon pasa.

bio Claparganda

biz. Horper

Dist: North 24 pangamas.

CITI LINE DEVELOPERS PVT. LTD.

Parkal-mardal

Director/Auth.Signatory

SIGNATURE OF THE OWNER/ VENDOR

2. Chiltonia.

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KOLKATA- TOOOUS

RBREALTORS

R B REALTORS

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SIGNATURE OF THE DEVELOPER

Drafted by:

A coce Roy

High court calcula

Errol. 00. NTS/697/94

R. B REALTORS

Partner/Auth Sign

RECEIVED on and from R.B. REALTORS the developer herein, a sum of Rs.10,00,000 (Rupees Ten Lakhs) only as interest free adjustable amount as per these present.

MEMO

By-cheque NO-861370 dt 29-1.18 on P. N.B. viveranon & ... Ornol, calledto

Rs. 10,00,000.00

TOTAL- Rs. 10,00,000.00

WITNESSES:

1. Ashim Ghosh

CITI LINE DEVELOPERS PVT. LTD.

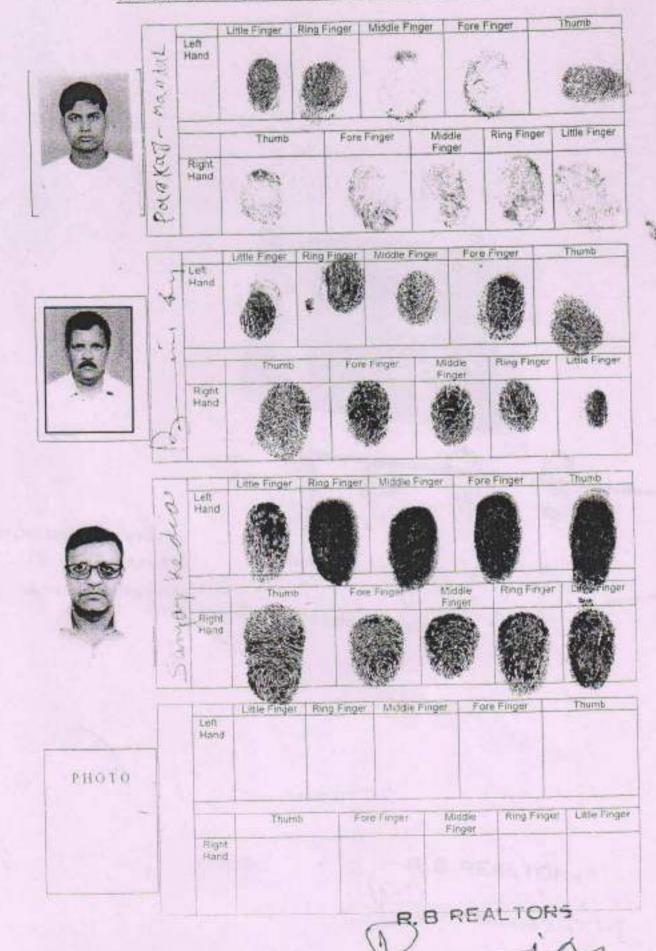
Parkal-MardaL Director/Auth. Signatory

SIGNATURE OF THE OWNER/ VENDOR

2. Swilled

P. B PEALTORS

SPECIMEN FORM FOR TEN FINGERPRINTS



Partner/Aust Sign



GOVE OF INDIA स्थापी सीखा संख्या कार्य

DMQPM5367H

HTIL Name PANICAL KUMAR MANDAL

THE NEW YORK PASSON NAME

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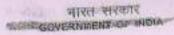
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Director/Auth.Signatory

R. B REALTORS

Partner/Auth Sign







que gur nes Parkaj Kumar Mandal em fefo/DOB 01/01/1992 que / MALE



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मेरा आधार, मेरी यहचान

Parkar-nardal



क्षारताम तर्वाधारक्षात्म स्वान प्राधिकरण विकास स्वानकार सम्बद्धाः

पता:

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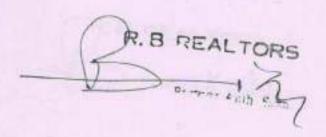
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R.B REALTORS

Partner/Auth Sign



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ক্ষার্থ সরকার GOVERNMENT OF INDIA

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সাধারণ মানুষের অধিকার जाभारत



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P.D. Box No. 1987 Recognition (VC 10)

R. B REALTON Partner Auth Sign

आयकर विभाग INCOMETAX DEPARTMENT

SANJAY KUMAR KEDIA SHIV KUMAR KEDIA

21/07/1969

Parmanert Account Number

AOUPK1400N

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RBREALTORS Sangay Kedia Partner

R.B KEALTORS Partner Aud Com





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India Government of India

sites year at its Envolvment No 1040/20117/01177

To Sanjay Kedia

102/A
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103/A
104 BARDU STREET
105 Barabazar H.O
106 Barabazar Kokata
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আপনার আগার সংখ্যা/ Your Aadhaar No. :

5292 4294 2609

আধার সাধারণ মান্যের অধিকার



GOVERNMENT OF INDIA



Sanjay Kadia

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আবার সাধারণ মানুষের অধিকার

Sanjay Kiden

R.B REALTORS



ELECTION COMMISSION OF INDIA ভারতের নিবাচন কমিশন

IDENTITY CARD WB/13/086/643397

পরি চ ম পত্র



Elector's Name

GHOSH ASHIN

Father/Mother/

্যাৰ অধীৰ

Husband's Name : BIBHUTI

লিতঃ/মাতঃ/থামীর নাম বিভূবি Sex

: 11

Short.

ः भूतस्य

Age as on 1 1.1995 : 30

00: PEP 1-964666

Ashim Ghosh

Address PARTNO 215

GOBARDANGA

NORTH 24 - PARGANAS

টি কানা

नाई तर ३३५

পোৰৰ ভালা

Facsimile Signature Electoral Registration Officer

नियोष्टक नियम्बन आधिकाहिक

For 099 GAIGHATA

Assembly Constituency

০৮৬ গাইঘাটা

বিধানসভা নিৰ্ভিন কেন্দ্ৰ

Place: BONGAON

ः व मधे भ्यान

Date : 03/04/95

ভারিষ : ০-০/০৪/১৫

R. B REALTORS Partien Aug Son

Major Information of the Deed

Deed No :	1-1902-00241/2018	Date of Registration 12 29/01/2018		
Query No / Year	1902-1000020829/2018	Office where cood is registered		
Query Date	19/01/2018 2:08:17 PM	A.R.A II KOLKATA, District: Kolkata		
Applicant Name, Address & Other Details	Column and America	Habra, District : North 24-Parganas, WEST BENGAL,		
Transaction	产业及企业的 外沿岸 医二十二十二	Additional Transaction		
	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10.00,000/-]		
Set Forth value	THE PARTY OF THE P	Market Value - State of Section 201		
Set Forth value	THE TWO IS NOT THE OWNER OF THE OWNER OWNER OF THE OWNER	Rs. 10,85,76,390/-		
Stampduty Paid(SD)	可提供回答 新兴之 医 中 水 香	Registration Ree Paid		
Rs. 75,071/- (Article:48(g))		Rs. 10,021/- (Article:E, E, B)		
And the second s	Received Rs 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urba		
Remarks	area)	***************************************		

Land Details:

District Kolkata, P.S.: Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayan Chand Dutta Street, , Premises No. 34A, Ward No: 17

Sch	Plot		Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Value (In Rs.)	Other Dotalla
No L1	Number	Mulliper	Bastu	110	11950.5 Sq			Property is on Road
L2			Commerci		3983.5 Sq Ft		5,34,44,441/-	Property is on Road
		TOTAL	al use		36.5155Dec	0 /-	1068,88,890 /-	
	Crand	Total:			36.5155Dec	0 /-	1068,88,890 /-	

Struct	ure Details :		A STATE OF THE PARTY OF THE PAR	No. of Particular St.	Other Details
Sch	Structure	Area of	Value (In Rs.)	Market value	The second secon
No	Details	Structure		-	Course Type: Ctrucking
S1	On Land L1	1500 Sq Ft	0/-	16,87,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 1, Area of floor: 1000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

		POLICE	CO ON FOR I
Total:	1500 sq ft	07-	16,87,500 /-
I O Lat +	10000411		

Major Information of the Deed - I-1902-00241/2018-29/01/2018

R.B REALTORS

Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature
	CITILINE DEVELOPERS PVT LTD 85, METCALFE STREET, P.O DHARMALOTA, P.S Bowbazar, DistrictKolkata, West Bengal, India, PIN - 700013, PAN No.:: AADCC0023F, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI	Name, Address, Photo, Finger print and Signature
100	R B REALTORS 2. DR NARAYAN ROY SARANI, P.O BEADON STREET, P.S Grish Park, District:-Kolkata, West Bengal, India, PIN - 700006, PAN No.:: AAVFR7055F, Status: Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Mr PANKAJ KUMAR MANDAL Son of Mr HARI MANDAL Date of Execution - 29/01/2018, Admitted by: Self, Date of Admission: 29/01/2018, Place of			Parta7-restal
Admission of Execution: Office	District Street, or other Persons and Street,	BOACLAST CONTRACTOR	
India, PIN - 847408, Sex: Ma DMQPM5367H Status : Rep DIRECTOR)	BHAKHARAIN, P ale, By Caste: Hin resentative, Repr	du, Occupation: C esentative of : CIT	NAGAR, District - Madhubani, Bihar, others, Citizen of: India, , PAN No.:: "ILINE DEVELOPERS PVT LTD (as
India, PIN - 847408, Sex: Ma DMQPM5367H Status : Rep DIRECTOR)	BHAKHARAIN, Pale, By Caste: Hin resentative, Repr	S:- MADHUBANI	NAGAR, District-Madhubani, Bihar, others, Citizen of: India, , PAN No.:: ILINE DEVELOPERS PVT LTD (as
India, PIN - 847408, Sex: Ma DMQPM5367H Status : Rep DIRECTOR)	Jul 29 2016 12:18PN BHAKHARAIN, Pale, By Caste: Hin resentative, Repr	S:- MADHUBANI du, Occupation: O esentative of : CIT	NAGAR, District-Madhubani, Bihar, others, Citizen of: India, , PAN No.:: ILINE DEVELOPERS PVT LTD (as

Major Information of the Deed :- I-1902-00241/2018-29/01/2018

P.B. DEALTORS

Mr SANJAY KUMAR KEDIA
Son of Mr SHIV KUMAR KEDIA
Date of Execution +
29/01/2018, Admitted by:
Self, Date of Admission:
29/01/2018, Place of
Admission of Execution: Office

Jan 19 2018 12/67PM

Jan 19 2018 12/67PM

Signature

Savag Kadda

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Savag Kadda

102, MUKTARAM BABU STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOUPK1400N Status: Representative, Representative of : R B REALTORS (as PARTNER)

Identifier Details:

on of Late BIBHUTI BHUSAN GHOSH AMADDARPUR, HABRA, P.O GOBARDANGA, P.S Habra, Dist 43252, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of Mr BIMAL DEY, Mr SANJAY KUMAR KEDIA	rict:-North 24-Parganas, West Bengal, India, PIN - India, , Identifier Of Mr PANKAJ KUMAR MANDAL
TOMINE CENT OF THE PROPERTY OF	29/01/2018

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Endorsement For Deed Number: I - 190200241 / 2018

Major Information of the Deed - I-1902-00241/2018-29/01/2018

Partner/Auth Sien

On 19-01-2018

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 10.85.76.390/-

Brien

Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 29-01-2018

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) 45(1),W.B. Registration Rules 1962)

Presented for registration at 12:20 hrs on 29-01-2018, at the Office of the A.R.A. - II KOLKATA by Mr. BIMAL DEY ,

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

Execution is admitted on 29-01-2018 by Mr PANKAJ KUMAR MANDAL. DIRECTOR, CITILINE DEVELOPERS PVT LTD (Private Limited Company), 85, METCALFE STREET, P.O.- DHARMALOTA, P.S.- Bowbazar, District-Kolkata, West Bengal, India, PIN - 700013

Indetified by Mr ASHIM GHOSH, , , Son of Late BIBHUTI BHUSAN GHOSH, SAMADDARPUR, HABRA, P.O. GOBARDANGA, Thana: Habra, , North 24-Parganas, WEST BENGAL, India, PIN - 743252, by caste Hindu, by profession Others

Execution is admitted on 29-01-2018 by Mr BIMAL DEY. PARTNER, R B REALTORS (Partnership Firm), 2, DR NARAYAN ROY SARANI, P.O.- BEADON STREET, P.S.- Girish Park, District.-Kolkata, West Bengal, India, PIN - 700006

Indetified by Mr ASHIM GHOSH, , , Son of Late BIBHUTI BHUSAN GHOSH, SAMADDARPUR, HABRA, P.C. GOBARDANGA, Thana: Habra, , North 24-Parganas, WEST BENGAL, India, PIN - 743252, by caste Hindu, by profession Others

Execution is admitted on 29-01-2018 by Mr SANJAY KUMAR KEDIA, PARTNER, R B REALTORS (Partnership Firm), 2, DR NARAYAN ROY SARANI, P.O.- BEADON STREET, P.S.- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700008

Indetified by Mr ASHIM GHOSH, , , Son of Late BIBHUTI BHUSAN GHOSH, SAMADDARPUR, HABRA, P.O. GOBARDANGA, Thana: Habra, , North 24-Parganas, WEST BENGAL, India, PIN - 743252, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/01/2018 12:00AM with Govt. Ref. No. 192017180158223402 on 20-01-2018, Amount Rs: 10,021/-, Bank. Punjab National Bank (PUNB0010000), Ref. No. M542682 on 20-01-2018, Head of Account 0030-03-104-001-15

Major Information of the Deed :- I-1902-00241/2018-29/01/2018

PETER PETERS

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

Description of Stamp

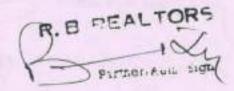
 Stamp: Type Impressed, Serial no 110953, Amount: Rs.50/-, Date of Purchase: 25/01/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/01/2018 12:00AM with Govt. Ref. No: 192017180158223402 on 20-01-2018, Amount Rs: 75,021/-, Bank, Punjab National Bank (PUNB0010000), Ref. No. M542682 on 20-01-2018, Head of Account 0030-02-103-003-02

Anien

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

Major Information of the Deed :- 1-1902-00241/2018-29/01/2018



er ificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2018, Page from 9297 to 9356 being No 190200241 for the year 2018.



Digitally signed by ASHOKE KUMAR BISWAS

Date: 2018.02.01 19:39:33 +05:30 Reason: Digital Signing of Deed.

Brians

(Ashoke Kumar Biswas) 01-02-2018 19:39:27 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

R. B REALTOR

Partner/Auth Sign

(This document is digitally signed.)