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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 297819

24.4.19

Q-629959/19
C.No-346

Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

Additional District Sub-Registrar
BURDWAN

3 MAY 2019

Prity Prasad Dutta

Jayanta Dasg.

Manabendra Dutta.

Aakriti

Ramesh Chandra Ghosh

Partner

Aakriti

Jay Dev Roy

Partner

Aakriti

Sanjay Dutta.

Partner

Aakriti

Tapan Nayan.

Partner

Aakriti

Saumitra Dutta

Partner

805
p.m.

(51)

Pranami
Aditya

THIS DEVELOPER AGREEMENT IS MADE AT BURDWAN BETWEEN

- 1) **SRI AMIYA PRASAD DUTTA**, son of Late Nirmai Chandra Dutta, by faith Hindu, by occupation Business, resident of 349, B.C. Road, P.O. Rajbati, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713104, (PAN : ADOPD5850A)

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Amiya Prasad Dutta

Jayeta Dey

Monalisha Dutta

Aakriti

Ranendu Ghosh

Partner

Aakriti

Joydev Roy

Partner

Aakriti

Sanjay Dutta

Partner

Aakriti

Tapan Nayak

Partner

Aakriti

Sacchida Dutta

Partner

Page No. : 2

- 2) **SMT. JAYETA DEY**, wife of Sri Arnab Dey, by faith Hindu, by occupation House-wife, resident of 349, B.C. Road, P.O. Rajbati, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713104, presently residing at 6 Marhata Ditch Lane, Bagbazar, Kolkata - 700003 (**PAN : AZGPD1314F**)
- 3) **KUMARI MONALISHA DUTTA**, daughter of Sri Amiya Prasad Dutta, by faith Hindu, by occupation Household work, resident of 349, B.C. Road, P.O. Rajbati, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal -713104, (**PAN : BLOPD9140E**) herein after called the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees) **of the FIRST PART**

AND

"AAKRITI" (a Partnership Firm) (**PAN : ABOFA3204D**) having its Regd. Office at 400, G.T. Road, Birhata, P.O. Burdwan, P.S. Burdwan Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713101, West Bengal

Represented by its Partners namely -

- (1) **SRI RANENDU GHOSH**, son of Late Rabindu Bikash Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 10, D.N. Mitra Lane, Khoshbagan, P.O. Burdwan, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713101, (**PAN : AHBPG1195J**)
- (2) **SRI JOYDEV ROY**, son of Sri Rammohan Roy, nationality Indian, by faith Hindu, by occupation Business, residing at N.

Contd. next page

Ranendu Ghosh
Aakriti

Aij Das

Jyoti Das

Manoj Kumar Das

Aakriti
Removal Spash
Partner

Aakriti
Jyoti Das
Partner

Aakriti
Sanjay Das
Partner

Aakriti
Tapan Nayak
Partner

Aakriti
Soumitra Das
Partner

Page No. : 3

Bose Road, Radhanagar Pirtala, P.O. Burdwan, P.S. Bardhaman- Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713101 (PAN : AITPR3027K)

(3) **SRI SANJAY DUTTA**, son of Late Sushil Dutta, nationality Indian, by faith Hindu, by occupation Business, residing at 327, Jagat Berh (North), Near Berh More Kali Mandir, P.O. Sripally, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713103 (PAN : ALCPS8053F)

(4) **SRI TAPAN NAYAK** son of Late Kalyan Kumar Nayak, nationality Indian, by faith Hindu, by occupation business, resident of Rani-sayer (North), P.O. Burdwan, P.S. Bardhaman Sadar, District- Burdwan (now Purba Bardhaman), West Bengal - 713101. (PAN : ADOPN7301E)

(5) **SRI SOUMITRA DUTTA**, son of Late Sushil Dutta, nationality Indian, by faith Hindu, by occupation Business, residing at 327, Jagat Berh (North), Near Berh More Kali Mandir, P.O. Sripally, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713103 (PAN : AJEPD3289M) herein after called the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

R. K. Das
Advt.

WHEREAS the OWNERS are absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS after the demise of Nityananda Halder, the

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Any Amal Dutta

Jayanta Das

Monimala Dutta

Aakriti

Ravendra Ghosh
Partner

Aakriti

Joydev Roy
Partner

Aakriti

Sanjay Dutt
Partner

Aakriti

Tipin Nayak
Partner

Aakriti

Laxmincha Dutta
Partner

Page No. : 4

"A" schedule property was devolved upon his two sons namely Mritunjoy Halder & Dhananjoy Halder. While they were in possession, they transferred 041/2 cents of land in respect of R.S. Plot No. 522 of mouza Burdwan in favour of Niranjana Halder & Sanjoy Halder by dint of a registered Deed of Sale being no. 9599 for 1975 registered at the Office at Burdwan Sadar S.R.O. Be it mentioned here that the said Mritunjoy Halder & Dhananjoy Halder again transferred their eight annas share in respect of R.S. Plot No. 490 of mouza Burdwan in favour of Niranjana Halder & Sanjoy Halder by dint of a registered Deed of Sale being no. 7039 for 1976 registered at the Office at Burdwan S.R.O.

AND WHEREAS after the demise of Gopal Chandra Halder, his eight annas share over the "A" schedule property was devolved upon his wife Monimala Halder, four sons namely Niranjana Halder, Sanjoy Halder, Kiranjoy Halder, Chirenjoy Halder and four daughters namely Anima Dutta, Chamali Dutta, Laxmirani Das & Sumitra Dutta. While they were in possession, they transferred specifically 1275 Square Feet of land in respect of R.S. Plot No. 490 and specifically 1245 Square Feet of land in respect of R.S. Plot No. 522 of mouza Burdwan in favour of Ketaki Dutta by dint of a registered Deed of Sale being no. 834 for 1997 of A. D.S.R. Burdwan. The name of Ketaki Dutta was duly recorded in the L.R.R.O.R. being Khatian No. 7771 in respect of R.S. Plot No. 490 & 522 (L.R. Plot No. 3081) of Mouza Burdwan.

AND WHEREAS the said Monimala Halder, Niranjana Halder, Sanjoy Halder, Kiranjoy Halder, Chirenjoy Halder, Anima Dutta, Chamali Dutta, Laxmirani Das & Sumitra Dutta again transferred specifically 2162 Square Feet of land in respect of R.S. Plot No. 490 of mouza Burdwan in favour of Amiya Prasad Dutta by dint of a

*Amiya Prasad
Dutta*

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Aiy Prasad Dutta
 Joyeta Dey
 Monalisha Dutta
 Aakriti
 Ramonali Ghosh
 Partner
 Aakriti
 Joydev Roy
 Partner
 Aakriti
 Sanjay Dutt
 Partner
 Aakriti
 Pawan Nigam
 Partner
 Aakriti
 Savinsha Dutta
 Partner

Page No. : 5

registered Deed of Sale being no. 835 for 1997 of A. D.S.R. Burdwan. The name of Amiya Prasad Dutta is duly recorded in the L.R.R.O.R. being Khatian No. 287 in respect of R.S. Plot No. 490 (L.R. Plot No. 3082) of mouza Burdwan.

AND WHEREAS after the demise of Ketaki Dutta, her share over the "A" schedule property was devolved upon her husband Amiya Prasad Dutta and two daughters namely Joyeeta Dey & Monalisha Dutta. They mutated their names in the L.R. Khatian Nos. 20047, 20048 & 20049 of mouza Burdwan.

AND WHEREAS the said Amiya Prasad Dutta, Joyeeta Dey & Monalisha Dutta i.e. the present OWNERS have mutated their names in the L.R. Khatian Nos. 287, 20047, 20048 & 20049 of mouza Burdwan and they are enjoying the "A" schedule property as rightful owners by paying revenues & taxes to the competent authorities.

AND WHEREAS the said present OWNERS desirous of construction of multi-storied residential building containing several self contained Flats/Parkings etc over the "A" schedule property. But for want of time, experience and fund he is unable to proceed with such multi-storied residential building project.

AND WHEREAS the OWNERS are in need of an firm/person/company, who will take up the project and will compete the same by taking all sorts of steps for developing the "A" schedule property and also for construction of the proposed multi-storied residential building project by providing own funds.

AND WHEREAS the DEVELOPER FIRM engage in civil construction and development of immovable properties. The OWNERS approach the DEVELOPER FIRM represented by its Managing Partners to take up the project and complete the same by providing fund from its own source.

A. K. Ghosh
 Advt.

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Airya Prasad

Jayanta Dey

Manabendra Kumar

Aakriti
Ramesh Chandra
Partner

Aakriti

Jay Dev Roy
Partner

Aakriti

Sanjay Saha
Partner

Aakriti

Tapan Majumdar
Partner

Aakriti

Laxminika Dutta
Partner

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AND WHEREAS the DEVELOPER FIRM represented by its Managing Partners have agreed to take up the project for development of the said property and to construct proposed multi-storied residential building over the "A" schedule property by providing own funds.

AND WHEREAS the OWNERS and DEVELOPER FIRM represented by its Managing Partners after due discussion over the modus operandi and the terms & conditions of the development, they have mutually agreed **on condition that** the DEVELOPER FIRM would make construction of the multi-storied residential building and with the authority and power to procure intending purchaser/purchasers of flats/units/parking spaces comprising in the proposed multi-storied residential building and would make as an agent for the intending purchaser/purchasers to be secured by the DEVELOPER FIRM and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and also the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser/purchasers the DEVELOPER FIRM shall nominate the intending purchaser/purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNERS who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

Akshay
Adar

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Arijit Anand Datta

Jayanta Dey

Monalisha Datta

Aakriti
Ramesh Ghosh
Partner

Aakriti
Joydev Roy
Partner

Aakriti
Sanjay Datta
Partner

Aakriti
Tapan Nigam
Partner

Aakriti
Savitri Datta
Partner

Page No. : 7

AND WHEREAS the aforesaid OWNERS have accepted the said proposal of the DEVELOPER FIRM and they are hereby agree to appoint the DEVELOPER FIRM for developing the property more fully described in the "A" schedule here under written by making construction of the proposed multi-storied residential building comprising several flats/units/parking spaces whom the DEVELOPER FIRM would procure on their own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER FIRM for the flats/units/car parking spaces as well as undivided proportionate and impartible share of the land out of the land described in the "A" schedule hereunder written, save and except the construction which will be allotted in favour of the OWNERS after obtaining sanctioned plan from Burdwan Municipality.

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

ARTICLE - I

DEFINITIONS: Unless in these presents there is something in the subject of context inconsistent with.

1.1. PREMISES shall mean -

A) ALL THAT piece and parcel of the Viti class of land a little more or less 2520 Square Feet i.e. more or less 0.057 Acres comprising in R.S. Plot Nos. 490 (Four Hundred Ninety) & 522 (Five Hundred Twenty Two), L.R. Plot No. 3081 (Three Thousand Eighty One), appertaining R.S.Khatian No. 119 (One Hundred Nineteen), L.R. Khatian Nos. 20047 (Twenty Thousand Forty Seven), 20048 (Twenty Thousand Forty Eight) & 20049 (Twenty Thousand Forty Nine) lying and situated at Mouza Burdwan, J.L. No. 30 (Thirty) within the jurisdiction of Burdwan Municipality, A.D.S.R. Office & PS. Burdwan Sadar, Dist. Burdwan (now Purba Bardhaman), in the State of West Bengal.

B) ALL THAT piece and parcel of the Viti class of land a little more or less 2162 (Two Thousand One Hundred Sixty Two) Square Feet i.e. more or less 0.049 Acres comprising in R.S. Plot Nos. 490 (Four Hundred Ninety), L.R. Plot No. 3082 (Three

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Akshay
Adh.

Amiya Prasad Dutta.
Jayeta Dey.
Monalisha Dutta.
Aakriti
Ramendu Ghosh
 Partner
Aakriti
Joydev Roy
 Partner
Aakriti
Sanjay Datta
 Partner
Aakriti
Pawan Majumdar
 Partner
Aakriti
Samirha Dutta
 Partner

Page No. : 8

Thousand Eighty Two), appertaining R. S. Khatian No. 119 (One Hundred Nineteen), L.R. Khatian No. 287 (Two Hundred Eighty Seven) lying and situated at Mouza Burdwan, J.L. No. 30 (Thirty) within the jurisdiction of Burdwan Municipality, A.D.S.R. Office & PS. Burdwan Sadar, Dist. Burdwan (now Purba Bardhaman), in the State of West Bengal.

Total Land is more or less 0.106 Acres OR a little more or less 4682 square feet.

1.2 OWNERS shall means

- 1) **SRI AMIYA PRASAD DUTTA**, son of Late Nirmai Chandra Dutta, by faith Hindu, by occupation Business, resident of 349, B.C. Road, P.O. Rajbati, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713104, **(PAN : ADOPD5850A)**
- 2) **SMT. JAYEETA DEY**, wife of Sri Arnab Dey, by faith Hindu, by occupation House-wife, resident of 349, B.C. Road, P.O. Rajbati, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713104, presently residing at 6 Marhata Ditch Lane, Bagbazar, Kolkata - 700003 **(PAN : AZGPD1314F)**
- 3) **KUMARI MONALISHA DUTTA**, daughter of Sri Amiya Prasad Dutta, by faith Hindu, by occupation Household work, resident of 349, B.C. Road, P.O. Rajbati, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713104, **(PAN : BLOPD9140E)** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/ their heirs, executors, administrators, legal representatives, assigns, nominee or nominees)

- 1.3 DEVELOPER** shall means "**AAKRITI**" (a Partnership Firm) **(PAN : ABOFA3204D)** having its Regd. Office at 400, G.T. Road, Birhata, P.O. Burdwan, P.S. Burdwan Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713101, West Bengal.

Amiya Prasad
Dutta

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Aiy. Anand

Jayate Dey.

Manohar Dutta.

Aakriti
Ranendu Ghosh
Partner

Aakriti
Joydev Roy
Partner

Aakriti
Sanjay Dutta
Partner

Aakriti
Tapan Nayak.
Partner

Aakriti
Soumitra Dutta
Partner

Page No. : 9

Represented by its Partners namely -

- (1) **SRI RANENDU GHOSH**, son of Late Rabindu Bikash Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 10, D.N. Mitra Lane, Khoshbagan, P.O. Burdwan, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713101,
- (2) **SRI JOYDEV ROY**, son of Sri Rammohan Roy, nationality Indian, by faith Hindu, by occupation Business, residing at N. Bose Road, Radhanagar Pirtala, P.O. Burdwan, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713101
- (3) **SRI SANJAY DUTTA**, son of Late Sushil Dutta, nationality Indian, by faith Hindu, by occupation Business, residing at 327, Jagat Berh (North), Near Berh More Kali Mandir, P.O. Sripally, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713103
- (4) **SRI TAPAN NAYAK** son of Late Kalyan Kumar Nayak, nationality Indian, by faith Hindu, by occupation business, resident of Rani-sayer (North), P.O. Burdwan, P.S. Bardhaman Sadar, District- Burdwan (now Purba Bardhaman), West Bengal - 713101,
- (5) **SRI SOUMITRA DUTTA**, son of Late Sushil Dutta, nationality Indian, by faith Hindu, by occupation Business, residing at 327, Jagat Berh (North), Near Berh More Kali Mandir, P.O. Sripally, P.S. Bardhaman Sadar, District - Burdwan (now Purba Bardhaman), West Bengal - 713103 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs,

R. K. Sanyal
Adv.

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Arif Hussain
 Joyanta Dey
 Manalisha Dutta
 Aakriti
 Ramendra Chakrabarti
 Partner
 Aakriti
 Joydev Roy
 Partner
 Aakriti
 Sanjay Datta
 Partner
 Aakriti
 Tapas Roy
 Partner
 Aakriti
 Savini Kanta Datta
 Partner

Page No. : 10

executors, administrators, legal representatives, successors and assigns)

- 1.4 **BUILDING** shall mean proposed multi-storied residential building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans sanctioned by Burdwan Municipality and other authorities for construction of flats/units/car parking spaces over the "A" schedule property.
- 1.5 **ARCHITECT** shall mean any technically experienced qualified person/s of the Firm appointed by the Developer as Architect for construction of multi-storied residential building to be constructed over the "A" schedule.
- 1.6 **BUILDING PLAN** shall mean the plan/drawings of the proposed multi-storied residential building to be prepared by the Architect and submitted (subject to the approval of the Owners) to the competent authorities for construction of the proposed multi-storied residential building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
- 1.7 **COMMON FACILITIES/PORCTIONS** shall includes paths, passages, lift, roofs, foundations, columns, beams, supports, main wall, corridors, lobbies, entrances & exits, tanks, motors, pump, lift and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owners of the building or otherwise required and the Developer shall

Arif Hussain
 Adv.

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Aiy. Prasad S.S.
 Jayanta Dasg.
 Monalisa Dutta.
 Aakriti
 Remendra Ghosh
 Partner
 Aakriti
 Joydev Roy
 Partner
 Aakriti
 Subinjoy Datta
 Partner
 Aakriti
 Tapan Roy
 Partner
 Aakriti
 Savitri Datta
 Partner

Page No. : 11

continue to manage and control all affairs until an Association or Society is formed and take charge of the same.

1.8 CONSTRUCTED SPACE shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.

1.9 OWNER'S ALLOCATION shall mean and include undivided **40%** of the Flat Area as well as covered Car Parking space on the Ground Floor of the proposed multi-storied residential building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the **OWNER will get the following the flats such as :**

The Flat No. A & B on the 1st Floor

The Flat No. D on the 2nd Floor

The Flat No. A & B on the 3rd Floor

The Flat No. A on the 4th Floor

The Flat No. A & D on the 5th Floor with six covered Car Parking Spaces on the Ground Floor of the proposed multistoried residential building. The rest portion will be adjusted either by money or by Flats & Covered Car Parking spaces as specifically determined after obtained sanction plan from the Burdwan Municipality and by executing separate supplementary agreement.

1.10 DEVELOPER'S ALLOCATION shall mean excepting the Owners' allotted Flats & covered Car Parking spaces, the


 Aakriti

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Ajay Kumar

Jayanta Dasg.

Manabendra Dutta

Aakriti
Ramesh Ghosh
Partner

Aakriti
Joydev Roy
Partner

Aakriti
Sanjay Dutta
Partner

Aakriti
Tapan Nayak,
Partner

Aakriti
Sachinra Dutta
Partner

Page No. : 12

remaining Flats and covered Car Parking spaces of the proposed multi-storied residential building to be constructed as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. will be allotted to the Developer to the extent of their 60% share of the Flat Area & covered Car Parking spaces of the proposed multi-storied residential building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property

- 1.11 SALEABLE SPACE** means, except the Owners' allocation, the space in the building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 COVERED AREA** shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions PROVIDED THAT if any wall be common between two units/flats/parking space then one - half of the area under such wall shall be included in each Unit/Flat.
- 1.13 UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.

Pranay
Agn.

Contd. next page

Pragya Anand

Jayesh Day

Manalika Surtta

Aakriti
Rameshwar Singh
Partner

Aakriti
Sudhakar Singh
Partner

Aakriti
Santosh Singh
Partner

Aakriti
Tulsi Singh
Partner

Aakriti
Santosh Singh
Partner

Page No. : 13

- 1.14 TRANSFEREE** shall mean the person to whom any may space in the building has been transferred or is proposed to be transferred.
- 1.15 TRANSFER** with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchaser/a thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of property Act.
- 1.16 CO - OWNER** shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Building, including the Developer for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 COMMON EXPENSES** shall include all expenses to be incurred by the co - owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.18 COMMON FACILITIES AND AMENITIES** shall mean the Corridors, Ways, Stair, Stair Passage Ways, Drive Ways, Lift, Roof, Pump, Tube well Under ground and Overhead tank, Meter Room Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.19 COMMON PURPOSES** shall mean the purpose of managing and maintaining the building over the schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co - owners

Aakriti
Aditya

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Airg Prasad

Jayanta Dey

Manalisha Dutta

Aakriti
Partner
Ranvinda Ghosh

Aakriti
Partner
Joydev Roy

Aakriti
Partner
Sanjoy Datta

Aakriti
Partner
Tapan Roy

Aakriti
Partner
Saurabh Dutta

Page No. : 14

relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

1.20 SUPER BUILT-UP AREA shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) of the built-up and/or the covered area of the Unit/Flat.

1.21 UNIT/FLAT shall according to the context, mean all Purchaser/Purchasers and/or intending Purchaser/Purchasers of different Unit/s/Flat/s in the Building/s and shall also include the Developer herein and the owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.

ARTICLE - II

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

- 2.1** That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2.2** That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3** That no proceeding for acquisition of the said property or any portion thereof is pending nor has any notice been received in respect thereof.
- 2.4** That the said land is not a Debottor or Pirotor property or Vested to the State of West Bengal.

Prabhu
Adv.

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Anirudh Prasad
 Jayanta Das
 Manish Dutta
 Aakriti Ramesh Chandra
 Partner
 Aakriti Joydev Roy
 Partner
 Aakriti Sanjay Datta
 Partner
 Aakriti Talwar Nigam
 Partner
 Aakriti Samir Dutta
 Partner

Page No. : 15

- 2.5 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.6 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 2.8 The Owners shall supply all original documentary evidences in respect of the property to the Developer.
- 2.9 The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the said multi-storied buildings and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owners shall vacate the said property/premises on the date of execution of the present agreement.

*Pranav
 Adh.*

ARTICLE - III

THE DEVELOPER FIRM ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

- 3.1 The Developer has vast experience relating to construction and sufficient fund and enough competence to complete

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My Print Name

Jayanta Dasg.

Manabendra Dasg.

Aakriti
Ranendra Ghosh

Partner

Aakriti

Joy Dev Roy

Partner

Aakriti

Sanjay Dasg.

Partner

Aakriti

Tapan Niyon,

Partner

Aakriti

Savitri Dasg.

Partner

Page No. : 16

the building as per terms of this agreement within the stipulated period.

- 3.2 The Developer on good faith is satisfied with regard to the Owners' title over the schedule property according to the oral assurance and representations made by the Owners.
- 3.3 In case there is any damage to the building or unforeseen situation happens to any workmen, labourers in course of construction, the Developer will personally liable for the same and shall indemnify the Owners from all costs, consequences and damages arising thereof.
- 3.4 The Owners will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property.
- 3.5 The Developer shall at its own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purpose of completion of the said building in the said premises.
- 3.6 The Developer shall at its own costs complete of proposed multi-storied residential building over the schedule property by amalgamating the entire property into one holding.
- 3.7 The Developer acting on behalf of the Owners as Attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the Architect and the Owners and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as

Ranendra
Ghosh

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Air Poms etc

Jayanta Dey.

M. Manoj Das

Aakriti
Remunda Ghosh

Partner

Aakriti

Joy Dev Roy

Partner

Aakriti

Sanjay Datta

Partner

Aakriti

Tapan Nandan

Partner

Aakriti

Savitri Datta

Partner

Page No. : 17

shall be necessary for the construction of the building expeditiously and without delay.

- 3.8** The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners. Be it mentioned here that the Developer cannot take any loan by mortgaging the "A" schedule property for the purpose of the Construction & Development. But the intending purchaser/purchasers can take loan by mortgaging his/her/their own proposed Flats/units/car parking spaces. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the Architect, Sanction fee charged or to be charged by the competent authority and supervision in the course of construction of the Building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer.
- 3.9** The Owners shall be entitled to periodically supervise the progress of construction of the Buildings over the property.
- 3.10** That the Developer has every right to amalgamate the entire property and to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the proposed multi-storied residential building over the "A" schedule property mentioned hereunder after due discussion of the Owners and if in any case any consent in writing or signature of the Owners is required for the said purpose the Owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

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Adv.

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Jayate Day.

Monalika Datta.

Aakriti
Ramesh Ghosh
Partner

Aakriti

Jaydev Roy
Partner

Aakriti

Sanjay Dutt.
Partner

Aakriti

Tulsi Nigam
Partner

Aakriti

Sanika Datta
Partner

Page No. : 18

ARTICLE - IV

OCCUPANT

- 4.1 All the areas to be vacated by the Owners in all respect and give permission to the Developer for the purpose of construction within 15 days from the date of agreement.

ARTICLE - V

COST OF CONSTRUCTION / COMPLETION

- 5.1 The entire cost of construction of the building or whatsoever nature shall be borne by the Developer and such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The Owners shall not be required to contribute any amount in that regard.
- 5.2 The Developer shall commence construction by amalgamating the entire property as per sanctioned plan of the authority concerned. Except un-avoiding circumstances the Developer shall complete the construction within Twenty Four months from the date of the present Agreement.

ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1 The Owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 6.2 That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owners from the intending purchaser/s for flats/units/parking spaces,

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Aakriti

Ajay Kumar Datta.

Jayanta Dey.

Monsiada Datta.

Aakriti
Partner
Ramesh Chandra Ghosh

Aakriti
Partner
Soy Dev Roy

Aakriti
Partner
Sanjoy Datta.

Aakriti
Partner
Tapas Roy.

Aakriti
Partner
Sumantra Datta

Page No. : 19

price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.

6.3 That the Developer shall be entitled to collect the price of the undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to their allocation.

6.4 The Flats will not be considered as complete unless the Developer has given notice to this effect to the flat owners and the said building shall be deemed to be completed in all regards on receipt of possession by each Owners of the flats/units/car parking spaces.

ARTICLE - VII

DEVELOPER'S OBLIGATION

7.1 The Developer shall complete the proposed multi-storied residential building Twenty Four months from the date of the Agreement, failing which the Developer shall compensate to the Owners till the completion of such building in all respect and deliver the possession of the allocation complete an all respect.

7.2 The Developer shall not make any deviation of sanctioned plan in construction of the said building over the "A" schedule property without consent of the Owners.

ARTICLE - VIII

SPACE ALLOCATION

8.1 That the Owners will get undivided 40% of the Flat Area as well as covered Car Parking space on the Ground Floor of

Ramesh Chandra Ghosh
Aakriti

Arijit Dasgupta

Jayanta Dasgupta

Manabendra Dasgupta

Aakriti
Rameshwar Ghosh
Partner

Aakriti

Jayanta Dasgupta
Partner

Aakriti

Sanjay Dasgupta
Partner

Aakriti

Tapan Dasgupta
Partner

Aakriti

Sanjay Dasgupta
Partner

Page No. : 20

the proposed multi-storied residential building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the OWNER will get the following the flats such as :

The Flat No. A & B on the 1st Floor

The Flat No. D on the 2nd Floor

The Flat No. A & B on the 3rd Floor

The Flat No. A on the 4th Floor

The Flat No. A & D on the 5th Floor with six covered Car Parking Spaces on the Ground Floor of the proposed multistoried residential building. The rest portion will be adjusted either by money or by Flats & Covered Car Parking spaces as specifically determined after obtained sanction plan from the Burdwan Municipality and by executing separate supplementary agreement.

8.2 The Owners and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.

8.3 That during pendency of the work if and when the local authority permits to extend any further floor over the existing building, the ratio of the allocation of the Owners

Arijit Dasgupta
A.D.

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big. Anand Saha.

Jayala Dey.

Monalika Saha.

Aakriti
Romenchughosh
Partner

Aakriti
Joydev Roy
Partner

Aakriti
Sanjay Saha.
Partner

Aakriti
Tapan Nigam.
Partner

Aakriti
Samiha Datta
Partner

Page No. : 21

and the Developer will be same as on this day and the Owners will only be entitled to get their shares either by Flat area of the extended portion over the existing building or by the then market value for his allocation by executing separate supplementary Agreement.

ARTICLE - IX

DELIVERY OF POSSESSION

- 9.1 The Developer hereby agrees to give possession of the Owners' Allocation after completing the proposed multi-storied residential building in all respect within Twenty Four months from the date of execution of the present Agreement. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation or as the case may be.
- 9.2 That the Owners shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyer/s as nominated by the Developer.

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ARTICLE - X

ARCHITECTS, ENGINEERS ETC.

- 10.1 That for the purpose of the development of the schedule property, the Developer shall be alone responsible to

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Air-Prasad Datta

Jayanta Dasg.

Manalika Dasg.

Aakriti
Ranvendra Ghosh

Partner

Aakriti

Joydev Roy

Partner

Aakriti

Sanjay Ghosh

Partner

Aakriti

Talwar Nigam

Partner

Aakriti

Samirha Datta

Partner

Page No. : 22

appoint Architect for the proposed building and the certificate given by the Architect regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.

- 10.2** The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.
- 10.3** The Developer shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation/breach/default in complying with any statutory/engineering requirements shall be to their account and they shall keep the Owners wholly indemnified against any claims/demands on this account.

ARTICLE-XI

INDEMNITY

- 11.1** The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses, liabilities, costs or claims, actions or proceedings thus arising.
- 11.2** The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the

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Aakriti

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Ajay kumar etc.

Jayanta Dasg.

Moulik Dasg.

Aakriti
Ramesh Chandra

Partner

Aakriti

Jaydev Roy

Partner

Aakriti

Sanjay Dasg.

Partner

Aakriti

Tapan Nayak

Partner

Aakriti

Soumitra Dasg.

Partner

Page No : 23

Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the Owners.

- 11.3** The during pendency of the project if any party dies, his/her/their legal heirs/successors/administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.
- 11.4** The Owners shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owners' Allocation.
- 11.5** The Owners agrees and undertakes not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach of terms & conditions of the agreement, the Owners shall be bound to pay compensation & interest as per banking rate.
- 11.6** The Owners shall personally bear all costs relating to the ownership of his property and if any dispute arises regarding their ownership of the property at that time the Owners will bear all costs of the suit/case/proceeding. If the Owners fail to conduct the said suit/case/proceeding at that time the Developer as Attorney Holder will conduct

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Adv.

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Ajay Prasad Datta

Jayanta Debf

Manabendra Datta

Aakriti

Ranvinda Ghosh

Partner

Aakriti

Joydev Roy

Partner

Aakriti

Soumya Saha

Partner

Aakriti

Tapan Nayak

Partner

Aakriti

Swamintha Datta

Partner

Page No. : 24

the same and the costs of the suit/case along with related expenses will be deducted from the share of the Owners.

- 11.7 That the Owners will get undivided 40% of the Flat Area as well as covered Car Parking space on the Ground Floor of the proposed multi-storied residential building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the OWNER will get the following the flats such as :

The Flat No. A & B on the 1st Floor

The Flat No. D on the 2nd Floor

The Flat No. A & B on the 3rd Floor

The Flat No. A on the 4th Floor

The Flat No. A & D on the 5th Floor with six covered Car Parking Spaces on the Ground Floor of the proposed multistoried residential building. The rest portion will be adjusted either by money or by Flats & Covered Car Parking spaces as specifically determined after obtained sanction plan from the Burdwan Municipality and by executing separate supplementary agreement.

ARTICLE-XII

MAINTENANCE

- 12.1 The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the

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Aaha

Air Force 2016

Jyotee Desai

Manohar Datta

Aakriti
Ramendrasingh
Partner

Aakriti

Jaydev Roy
Partner

Aakriti

Sanjay Dutt,
Partner

Aakriti

Typan Nigam,
Partner

Aakriti

Somnath D. He
Partner

Page No. : 25

Owners till the Owners' Allocation is handed over after completing the building in all respect.

- 12.2** The Owners and the Developer from the date of delivery of possession of the Owners' Allocation, maintain their portion at their own costs in good condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
- 12.3** That after completing the entire building project in all respect and also after the Owners' Allocation is delivered, the Developer will form an Association with the Land Owners and Flat Owners & Occupants of the various flats and form such Rules & Regulations as the Developer shall think fit and proper for the maintenance of the said building and the Owners shall be liable to make payment of proportionate share of the maintenance charges payable in respect thereof.
- 12.4** That until such Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owners making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.



ARTICLE - XIII

OBLIGATIONS OF THE OWNERS

- 13.1** The Owners shall grant a Power of Attorney in favour of the Developer for applying to the competent authority for grant of permission to develop the said property and to construct

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King Datta Datta.

Jayanta Dey

Monsalini Dutta

Aakriti
Ramesh Chandra

Partner

Aakriti

Joydev Roy

Partner

Aakriti

Sanjay Datta

Partner

Aakriti

Tapan Nayak

Partner

Aakriti

Savitri Datta

Partner

proposed building in its place as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority regarding development & amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Burdwan Municipality and all other statutory authorities and to appoint Architects, Contractors, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and to enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary.

13.2 The Owners shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively devolve to the Developer or its nominee title to the Developer's Allocation over the schedule property and for completing the construction work of the building.

13.3 The Owners shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats/ units/car parking space and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed except the Owners' allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be

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Adv.

Aijun 2022

Jayanta Dey,

Monalisa Dutta,

Aakriti
Ranendu Ghosh
Partner

Aakriti
Joydev Roy
Partner

Aakriti
Sanjoy Dutt,
Partner

Aakriti
Tuhin Roy,
Partner

Aakriti
Samirha Datta
Partner

Page No. : 27

necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.

- 13.4 The Owners shall also execute Power of Attorney to empower the Developer to get a Housing Society/Association of the flat purchasers in the said new building registered under the Societies Act or Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.
- 13.5 That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6 The Owners shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7 The Owners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the said property or any portion thereof at any time hereafter during the continuance of this agreement without the written consent of the Developer.

*Aakriti
Add.*

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Ajay Kumar Singh

Jayesh Dayal

Manohar Datta

Aakriti
Ramendrasingh
Partner

Aakriti
Dor Dev Roy
Partner

Aakriti
Sanjay Datta
Partner

Aakriti
Tafan Nigam
Partner

Aakriti
Saurin Datta
Partner

Page No. : 28

- 13.8** The Owners hereby further agree and undertake not to do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and completing the same.
- 13.9** The Owners hereby further agree and undertake not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach, the Owners shall be bound to pay compensation & interest as per banking rate.
- 13.10** That if and when the local authority permits to extend any further floor over the existing building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by Flat area of the extended portion over the existing building or by the then market value for their allocation by executing separate supplementary Agreement.
- 13.11** The Owners will personally bear all costs relating to the ownership of their property and if any dispute arises relating to his ownership regarding the schedule property at that time the Owners will bear all costs of the suit/case.
- 13.12** The Owners may advise the Developer regarding the qualitative perfection of the construction work. In the event the Owners have any allegations, complaints about the quality of the construction he will immediately lodge such complaint in writing before the Arbitrator nominated on consent of both the parties whose shall be final and binding upon both the parties. At no stage the Owners shall have

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Adv.

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Ajay Prasad Datta

Jayesh Singh

Manoj Kumar Datta

Aakriti
Ramesh Chandra
Partner

Aakriti
Joy Dev Roy
Partner

Aakriti
Sanjay Dutt
Partner

Aakriti
Tushar Negam
Partner

Aakriti
Samintha Datta
Partner

Page No. : 29

any right to direct for stopping the construction or interfering into the construction work in any manner. If the Owners have no complaint at the time of construction it will be presumed that all construction up to such has been done satisfactorily and the Owners shall have no right to complain regarding construction at a subsequent stage. The Owners shall also be bound to certify the Developer for having made construction at per the declared quality. If any construction work is hampered due to intervention of Owners, such intervention shall be deemed to be motivated and malafide and the Owners shall be liable to compensate the Developer with interest for all the loss and damages.

13.13 The Developer shall have right to construct Office Room, Security Room, Generator Room (If necessary) etc. on the open space in the Ground Floor left beside the Owners' allocation. Such space/room may also be used personally by the Developer for any other purpose as and when necessity arises. The Owners shall not interfere or raise any objection or make any claim over such left over space or any construction made thereon by the Developer.

ARTICLE - XIV

BREACH AND CONSEQUENCE

14.1 In the event of either party to this agreement committing breach of any of his/her/their obligations under this Agreement, the aggrieved party shall have a right to file suit/complain before the competent authorities and also to recover damages, compensation from the party committing the breach.

Aakriti
Datta

Big 1/20 2018

Jayanta Das

Monalisa Dutta

Aakriti

Ranendughosh
Partner

Aakriti

Jaydev Roy
Partner

Aakriti

Sanjay Sult,
Partner

Aakriti

Tulsi Nayan,
Partner

Aakriti

Saminha Dutta
Partner

Page No. : 30

- 14.2** If the Developer fails to commence the proposed construction within the stipulated period, the time may be extended for another twelve months subject to payment of Rs. 20,000/- per month to the Owners as damages.
- 14.3** If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owners shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the Developer and to engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owners any loss that may result to the Owners on account of such abandonment of the project work by the Developer.

ARTICLE-XV

JURISDICTION

- 15.1** Court at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this Agreement.

THE "A" SCHEDULE ABOVE REFERRED TO

- 1) ALL THAT piece and parcel of the Viti class of land a little more or less 2520 Square Feet i.e. more or less 0.057 Acres comprising in R.S. PlotNos, 490 (Four Hundred Ninety) & 522 (Five Hundred Twenty Two), L.R. Plot No. 3081 (Three Thousand Eighty One), appertaining R. S. Khatian No. 119 (One Hundred Nineteen), L.R. Khatian Nos. 20047 (Twenty

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Add.

Aij- Amr 2018

Jayanta Das.

Monalisa Dutta.

Aakriti

Ramendu Ghosh
Partner

Aakriti

207 Dev Roy
Partner

Aakriti

Sanjay Saha
Partner

Aakriti

Tapan Nayak
Partner

Aakriti

Savitri Datta
Partner

Page No. : 31

Thousand Forty Seven), 20048 (Twenty Thousand Forty Eight) & 20049 (Twenty Thousand Forty Nine) lying and situate at Mouza Burdwan, J.L. No. 30 (Thirty) within the jurisdiction of Burdwan Municipality Ward No. 25 under Holding No. 32, R.B.C. Road, A. D.S.R. Office & P.S. Burdwan Sadar, Dist. Burdwan (now Purba Bardhaman), in the State of West Bengal.

- 2) ALL THAT piece and parcel of the Viti class of land a little more or less 2162 (Two Thousand One Hundred Sixty Two) Square Feet i.e. more or less 0.049 Acres comprising in R.S. Plot Nos. 490 (Four Hundred Ninety), L.R. Plot No. 3082 (Three Thousand Eighty Two), appertaining R. S. Khatia: No. 119 (One Hundred Nineteen), L.R. Khatian No. 287 (Two Hundred Eighty Seven) lying and situate at Mouza Burdwan, J.L. No. 30 (Thirty) within the jurisdiction of Burdwan Municipality Ward No. 25 under Holding No. 32, R.B.C. Road. A.D.S.R. Office & P.S. Burdwan Sadar, Dist. Burdwan (now Purba Bardhaman), in the State of West Bengal.

Total Land is more or less 0.106 Acres OR a little more or less 4682 Square Feet.

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE OWNERS)

Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority, Other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by Section A hereinabove.

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Aiyappa Suresh
Jayata Dey.

Manalinda Datta

Aakriti
Ramesh Ghosh
Partner

Aakriti
Joydev Roy
Partner

Aakriti
Sanjay Datta
Partner

Aakriti
Tapan Nayak
Partner

Aakriti
Saurabh Datta
Partner

Page No. : 32

THE SPECIFICATION OF CONSTRUCTION OF THE FLAT

1. Foundation : R.C.C. Foundation.
2. Floor : Vitrified finish.
3. Walls : 10" Outside Wall, 5" flat to flat Partition, 3" Internal Partition, Stair Case wall 5"
4. Doors : All doors will be Flush doors excluding toilet and kitchen which will be PVC door.
5. Kitchen : One Kitchen with Black stone cooking slab, 2 ft. High glaze tiles above Black stone, Sink (Black stone), One exhaust fan hole.
6. Toilet : Vitrified-tiles furnished flooring, Glazed tiles up to 5" height from Floor. 2 bib cock, One Shower.
7. Window : Aluminum channel glass fitting window.
8. Plumbing : Outside pipe P.V.C., Conceal pipe P.V.C. (Water connection pipe), P.V.C. Shower (Bathroom), Deep tube well connected to overhead water tank (for water supply to each flat) S.W. Line with P.V.C. man hole, Septic tank R.C.C. casting.
9. Sanitary : 1 Pan / Commode in each toilet.
10. Electricity : Total Conceal wiring P.V.C. Electricity Board with Switch D.P. Box (one P.V.C. main with indicators) Ground one iron main switch. If it is instructed by WBSEDCL for installing a transformer separately instead of direct connection with WBSEDCL, a lump-sum cost of

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Ajay Prasad Reddy

Jayate Reddy

Manalisha Datta

Aakriti
Ramesh Chandra
Partner

Aakriti

Joy Dev Roy
Partner

Aakriti

Sanjay Datta
Partner

Aakriti

Tilam Prasad,
Partner

Aakriti

Sanjiv Datta
Partner

Page No. : 33

amounting Rs. 40,000/- (forty thousand only) shall have to be paid by each owner of the flat.

- 11. Interior Wall : Wall Putty.
- 12. Balcony : Vitrified-tiles furnished flooring.
- 13. Electricity point : 20 Electric point in each Flat.
- 14. External Boundary:
wall with Gate : Boundary wall will cover a total area with one gate.
- 15. Stair : Marble/Tiles finished.

The present deed has been prepared upon the stamp valued at Rs. 5,000/- (Rupees Five Thousand Only) and the rest amount of stamp value upon the assessed market value is hereby made through e-payment.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

IN WITNESS WHEREOF the parties have put their respective hands on the 24 day of April, 2019.

Manalisha Datta

- 1) Ajay Prasad Reddy
- 2) Jayate Reddy
- 3) Manalisha Datta.

SIGNATURE OF THE OWNERS

Contd. next page

"AAKRITI" Represented by Partners -

1) **Aakriti**
Ranendu Ghosh
Partner

WITNESSES :

1. Prodyut Ghosh
S/o. Hari Narayan Ghosh
Vill & P.O. - Bagha
P.S. - Dewandighat
Dist - Purba Bardhaman

2) **Aakriti**
Joydev Roy
Partner

3) **Aakriti**
Sanjay Dutta
Partner

2. Arunabha Dey
S/o Arun Kumar Dey
6, Mahatta Ditehla
Kolkata - 700003
West Bengal.

4) **Aakriti**
Tapaswini Roy
Partner

5) **Aakriti**
Saurabh Dutta
Partner

SIGNATURE OF THE DEVELOPER

Drafted by me

Pijush Ranjan Banerjee
(Pijush Ranjan Banerjee)

Advocate

Enrol. No. 268/506 of 2001

District Judges' Court, Burdwan

Computerised typed by :

(Sri Sandip Roy)
"SOLUTIONS"
Court Compound (South), Burdwan

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little

Aj



Ajij from state

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Right Hand Impression	Thumb	Index	Middle	Ring	Little

Jag



Jagata Dey.

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little

M



Manabish Datta.

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little

Rananda Ghosh



Rananda Ghosh

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Right Hand Impression	Thumb	Index	Middle	Ring	Little



Joydev Roy

Joydev Roy

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little



Sanjay Dutt

Sanjay Dutt

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Right Hand Impression	Thumb	Index	Middle	Ring	Little



Talwar Noyark

Talwar Noyark

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Right Hand Impression	Thumb	Index	Middle	Ring	Little



Samirha Dutta

Samirha Dutta












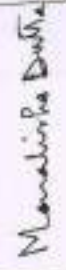
Government of West Bengal

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










OFFICE OF THE A.D.S.R. BURDWAN, District Name :Burdwan

Signature / LTI Sheet of Query No/Year 02030000629959/2019









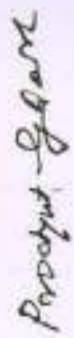
I. Signature of the Person(s) admitting the Execution at Private Residence.

No.	Name of the Executant	Category		Finger Print	Signature with date
1	AMIYA PRASAD DUTTA 349, B C ROAD, P.O.- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713104	Land Lord			
2	JAYEETA DEY 349, B C ROAD, P.O.- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713104	Land Lord			
3	MONALISHA DUTTA 349, B C ROAD, P.O.- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101	Land Lord			

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	RANENDU GHOSH 1 D N MITRA LANE , KHOSHBAGAN, P.O.- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District- Burdwan, West Bengal, India, PIN - 713101	Represent ative of Developer {AAKRITI }			
5	JOYDEV ROY N BOSE ROAD, RADHANAGAR PIRTALA, P.O.- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District- Burdwan, West Bengal, India, PIN - 713101	Represent ative of Developer {AAKRITI }			
6	SANJAY DUTTA 327 JAGAT BERH NORTH, NEAR BERH MORE KALI MANDIR, P.O.- SRIPALLY, P.S.- Bardhaman Sadar, Burdwan, District- Burdwan, West Bengal, India, PIN - 713103	Represent ative of Developer {AAKRITI }			

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

Name of the Executant	Category	Photo	Finger Print	Signature with date
TAPAN NAYAK RANI SAYER NORTH, P.O.- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District- Burdwan, West Bengal, India, PIN - 713101	Represent ative of Developer (AAKRITI)			
SOUMITRA DUTTA 327 JAGAT BERH NORTH, NEAR BERH MORE KALI MANDIR, P.O.- SRIPALLY, P.S.- Bardhaman Sadar, Burdwan, District- Burdwan, West Bengal, India, PIN - 713103	Represent ative of Developer (AAKRITI)			
Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
PRODYUT GHOSH Son of HARI NARAYAN GHOSH BAGHAR, DEWANDIGHI, P.O.- BAGHAR, P.S.- Bardhaman Sadar, District-Burdwan, West Bengal, India, PIN - 713101	AMIYA PRASAD DUTTA, JAYEETA DEY, MONALI DUTTA, RANENDU GHG JOYDEV ROY, SANJAY TAPAN NAYAK, SOUMIT DUTTA			

(Kaushik Bhattacharya)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BURDWAN
Burdwan, West Bengal

2	JAYEETA DEY Wife of ARNAB DEY 349 , B C ROAD, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713104 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AZGPD1314F, Status :Individual, Executed by: Self, Date of Execution: 24/04/2019 , Admitted by: Self, Date of Admission: 24/04/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/04/2019 , Admitted by: Self, Date of Admission: 24/04/2019 ,Place : Pvt. Residence
3	MONALISHA DUTTA Daughter of AMIYA PRASAD DUTTA 349 , B C ROAD, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLOPD9140E, Status :Individual, Executed by: Self, Date of Execution: 24/04/2019 , Admitted by: Self, Date of Admission: 24/04/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/04/2019 , Admitted by: Self, Date of Admission: 24/04/2019 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AAKRITI 400 , G T ROAD , BIRHATA, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101 , PAN No.:: ABOFA3204D, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	RANENDU GHOSH Son of Late RABINDU BIKASH GHOSH 1 D N MITRA LANE , KHOSHBAGAN, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHBPG1195J Status : Representative, Representative of : AAKRITI (as PARTNER)
2	JOYDEV ROY Son of RAMMOHAN ROY N BOSE ROAD , RADHANAGAR PIRTALA, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AITPR3027K Status : Representative, Representative of : AAKRITI (as PARTNER)
3	SANJAY DUTTA Son of Late SUSHIL DUTTA 327 JAGAT BERH NORTH , NEAR BERH MORE KALI MANDIR, P.O:- SRIPALLY, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALCPD8053F Status : Representative, Representative of : AAKRITI (as PARTNER)
4	TAPAN NAYAK Son of Late KALYAN KUMAR NAYAK RANI SAYER NORTH, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADOPN7301E Status : Representative, Representative of : AAKRITI (as PARTNER)
5	SOUMITRA DUTTA Son of Late SUSHIL DUTTA 327 JAGAT BERH NORTH , NEAR BERH MORE KALI MANDIR, P.O:- SRIPALLY, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJEPD3289M Status : Representative, Representative of : AAKRITI (as PARTNER)

Information of the Deed :- I-0203-03493/2019-03/05/2019

Transferor Details:

Name	Photo	Finger Print	Signature
PRODYUT GHOSH Son of HARI NARAYAN GHOSH Baghar, Dewandighi, P.O.- BAGHAR, P.S. Bardhaman Sadar, District-Burdwan, West Bengal, India, PIN - 713101			

Beneficiary OF AMIYA PRASAD DUTTA, JAYEETA DEY, MONALISHA DUTTA, RANENDU GHOSH, JOYDEV ROY, SANKUJY DUTTA, TAPAN NAYAK, SOUMITRA DUTTA

Transfer of property for L1

Name/ From	To. with area (Name-Area)
AMIYA PRASAD DUTTA	AAKRITI-1.925 Dec
JAYEETA DEY	AAKRITI-1.925 Dec
MONALISHA DUTTA	AAKRITI-1.925 Dec

Transfer of property for L2

Name/ From	To. with area (Name-Area)
AMIYA PRASAD DUTTA	AAKRITI-1.65153 Dec
JAYEETA DEY	AAKRITI-1.65153 Dec
MONALISHA DUTTA	AAKRITI-1.65153 Dec

Endorsement For Deed Number : I - 020303493 / 2019

24-04-2019

Registration (Under Section 52 & Rule 22A(3) 40(1), W.B. Registration Rules, 1962)

Presented for registration at 20:05 hrs on 24-04-2019, at the Private residence by AMIYA PRASAD DUTTA, one of the applicants.

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 .

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

Execution is admitted on 24/04/2019 by 1. AMIYA PRASAD DUTTA, Son of Late NIRMAI CHANDRA DUTTA, 349, B C ROAD, P.O: BURDWAN, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession Business, 2. JAYEETA DEY, Wife of ARNAB DEY, 349, B C ROAD, P.O: BURDWAN, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession House wife, 3. MONALISHA DUTTA, Daughter of AMIYA PRASAD DUTTA, 349, B C ROAD, P.O: BURDWAN, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession House wife

Witnessed by PRODYUT GHOSH, , , Son of HARI NARAYAN GHOSH, BAGHAR, DEWANDIGHI, P.O: BAGHAR, Thana: Bardhaman Sadar, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

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

Execution is admitted on 24-04-2019 by RANENDU GHOSH, PARTNER, AAKRITI (Partnership Firm), 400, G T ROAD, BURHATA, P.O- BURDWAN, P.S.- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Registration Information of the Deed :- I-0203-03493/2019-03/05/2019

Identified by PRODYUT GHOSH, . . Son of HARI NARAYAN GHOSH, BAGHAR , DEWANDIGHI, P.O: BAGHAR, Thana: Bardhaman Sadar, . Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others
Execution is admitted on 24-04-2019 by JOYDEV ROY, PARTNER, AAKRITI (Partnership Firm), 400 , G T ROAD , BIRHATA, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by PRODYUT GHOSH, . . Son of HARI NARAYAN GHOSH, BAGHAR , DEWANDIGHI, P.O: BAGHAR, Thana: Bardhaman Sadar, . Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others
Execution is admitted on 24-04-2019 by SANJAY DUTTA, PARTNER, AAKRITI (Partnership Firm), 400 , G T ROAD , BIRHATA, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by PRODYUT GHOSH, . . Son of HARI NARAYAN GHOSH, BAGHAR , DEWANDIGHI, P.O: BAGHAR, Thana: Bardhaman Sadar, . Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others
Execution is admitted on 24-04-2019 by TAPAN NAYAK, PARTNER, AAKRITI (Partnership Firm), 400 , G T ROAD , BIRHATA, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by PRODYUT GHOSH, . . Son of HARI NARAYAN GHOSH, BAGHAR , DEWANDIGHI, P.O: BAGHAR, Thana: Bardhaman Sadar, . Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others
Execution is admitted on 24-04-2019 by SOUMITRA DUTTA, PARTNER, AAKRITI (Partnership Firm), 400 , G T ROAD , BIRHATA, P.O:- BURDWAN, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by PRODYUT GHOSH, . . Son of HARI NARAYAN GHOSH, BAGHAR , DEWANDIGHI, P.O: BAGHAR, Thana: Bardhaman Sadar, . Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

On 25-04-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/04/2019 12:35PM with Govt. Ref. No: 192019200008338641 on 24-04-2019, Amount Rs: 21/- Bank: State Bank of India (SBIN0000001). Ref. No. CKJ2238051 on 24-04-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- 1-0203-03493/2019-03/05/2019

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by by online = Rs 5,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/04/2019 12:35PM with Govt. Ref. No: 192019200008338641 on 24-04-2019, Amount Rs: 5,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKJ2238051 on 24-04-2019, Head of Account 0030-02-103-003-02



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

On 03-05-2019

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 1295, Amount: Rs.5,000/-, Date of Purchase: 22/04/2019, Vendor name: L N Chakraborty



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

Major Information of the Deed - I-0203-03493/2019-03/05/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2019, Page from 84644 to 84709
being No 020303493 for the year 2019.



Digitally signed by KAUSHIK
BHATTACHARYA
Date: 2019.05.15 14:50:07 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 5/15/2019 2:49:50 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)