DEED OF CONVEYANCE

District

PaschimBardhaman

Mouza

Faridpur

Area of Flat

Sq. Ft. [Carpet]

135 Sq. Ft. [Parking]

Flat No

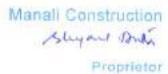
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Sale Value

Market Value

Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN]

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THIS SALE DEED IS MADE ON THIS THE ___ DAY OF ____,2021 BETWEEN

- (1) MINA CHARRABROTY [PAN ADOPC2017Q] wife of Late Debaprasad Chakraborty, Daughter of Sushil Kumar Moitra by Nationality Indian, by faith : Hindu, by occupation : Pension Holder, residing at 2-16 Uday Shankar Bithi, DMC Ward No. 22, PO + PS ; Durgapur, Dist : Paschim Bardhaman, West Bengal, Pin - 713216
- (2) MANAS CHAKRABORTY [PAN AEXPC9039E] son of Late Debaprasad Chakraborty, by Nationality Indian, by faith: Hindu, by occupation: Service, residing at 2-16 Uday Shankar Bithi, DMC Ward No. 22, PO + PS : Durgapur, Dist : Paschim Bardhaman, West Bengal, Pin - 713216
- (3) RAJIB CHAKRABORTY [PAN ACJPC2581P] son of Late Debaprasad Chakraborty, by Nationality Indian, by faith : Hindu, by occupation : Business, residing at 2-16 Uday Shankar Bithi, DMC Ward No. 22, PO + PS : Durgapur, Dist : Paschim Bardhaman, West Bengal, Pin - 713216 represent by their lawfully constituted attorney Proprietor of MANALI CONSTRUCTION [Pan: ANGPD2521C], a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal, represented by its Proprietor Sri SHYAMAL DUTTA [PAN - ANGPD2521C] s/o Late Santi Ranjan Dutta, by Occupation - Business, by Nationality - Indian, by Faith -Hindu, resident of 11/35 SEPCO Township, B-Zone, Durgapur - 713205, Dist: Paschim Bardhaman, West Bengal, Sub-Division & A.D.S.R. Office Durgapur, District Paschim Bardhaman, and the same has been duly registered of Development Power of Attorney before the A.D.S.R. Durgapur Vide Deed No. I-020607032 for the year 2019, Page No. 159596 to 159617, Volume No. 0206-2019 herein after referred to as "THE OWNER" (which term shall include his heirs, executors, representatives and assigns) of the

AND

MANALI CONSTRUCTION [Pan: ANGPD2521C], a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART

AND

Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN]

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(1) [PAN faith, by Profes] S/O , D/O, W/O] S/O , D/O, W/O, by
by Profession both are resident of	by faith by nationality
City: P.S District: herein after referred to as "THE PURCH heirs, executors, representatives and assig	, West Bengal, India, PIN

WHEREAS the land owners of the first party of the first part are absolutely seized and possessed and sufficiently entitled to all those piece or parcels of Baid land or premises of the property admeasuring about more or less 6.5 decimal being situated at District – Paschim Bardhaman, Additional District Sub-Registry Office & Sub-Division – Durgapur, Ward No. 21, Holding No. 207, P.S. Durgapur, Mouza: Faridpur, Jl. No. 074, R.S. Plot No. 227 & L.R. Plot No. 361, L.R. Khatian No. 2750, 2751 & 2752, hereinafter called the "SCHEDULE PROPERTY", which was duly purchased by Debaprasad Chakraborty, son of Krishna Chandra Chakraborty, resided at F-33/A, D.V.C. Colony, PO: Durgapur 713204, Sub-Division & P.S. – Durgapur, District: Paschim Bardhaman from Dukha Haran Saha, Bibekananda Saha, Rabindra Nath Saha, Mangala Saha, Ganga Saha, Habul Saha @ Naba Gopal Saha of Faridpur, District – Paschim Bardhaman, vide Registered Sale Deed No. 1-3407 dated 14/05/1982 at Sub-Registry Office Durgapur.

AND WHEREAS, Debaprasad Chakraborty, son of Late Krishna Chandra Chakraborty, resided at 2-16 Uday Shankar Bithi, DMC Ward No. 22, Durgapur – 713216, P.S. Durgapur, District Paschim Bardhaman, died intestate on 18/04/2009 at The Mission Hospital vide Death Registration Certificate No. 000509/2009 dated 22/04/2009 and he left behind his wife MINA CHAKRABROTY, wife of Late Debaprasad Chakraborty, Daughter of Sushil Kumar Moitra & two sons namely 1) MANAS CHAKRABORTY, son of Late Debaprasad Chakraborty and 2) RAJIB CHAKRABORTY, son of Late Debaprasad Chakraborty as his legal heirs or successors.

AND WHEREAS following legal hairs or successors of deceased Debaprasad Chakraborty has hold and possessed as well as owner of land area more particularly described in the Schedule hereunder written:

Land owner serial number 1) Mina Chakrabroty has 2.167 decimals land.

Land owner serial number 2) Manas Chakraborty has 2.167 decimals land.

Land owner serial number 3) Rajib Chakrabroty has 2.167 decimals land.

And as such they are the legal heirs or successors as well as all the owners respectively has 2.167 decimals of land out of total 6.5 decimals land in the schedule below landed property as mentioned in the SCHEDULE PROPERTY and

Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN]

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more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line (which property shall hereinafter for brevity's sake be referred to as the "Schedule Property")

ANDWHEREAS the land owners desires to develop the "A" Schedule Property" by constructing a multistoried building or as per sanction of Corporation up to maximum limit of floor as per sanction plan of the Durgapur Municipal Corporation and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land owners could not be able to take any steps for the said development and as such the Land owners are searching a Developers for the said development works.

ANDWHEREAS the land owners herein approached to the Developer herein to develop the "Said Property" by construction of a multi-storied building at Developer's costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, authority/ authorities from time to time on taking full and final consideration as fully stated in the SECOND SCHEDULE written herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

WHEREAS we, lawfully own, acquire, seize and possess and otherwise well and sufficiently entitled and absolutely free from all encumbrances ALL THAT land measuring about total Area of 267.78 SQM or 6.5 Decimal under Mouza : Faridpur, JL No. 074, LR Plot No. 361, Khatian Nos. 2750, 2751, 2752, Ward No. 21, Holding No. 207, Dist: Paschim Bardhaman, West Bengal, India, under the jurisdiction of under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur the property more fully mentioned and described in the First schedule is purchased by the land owners of A.D.S.R.O., Durgapur and our name duly recorded in the L.R. record of rights.

AND WHEREAS We intend to get the same land for developed to a multi storied building for that purpose. We got sanctioned plan from the Sanctioning Authority for the construction of the multi-storied building at the Said Property and we entered into a Development Agreement with MANALI CONSTRUCTION [Pan:

Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN]

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Manali Construction Sleyout Dulk Proprietor.

ANGPD2521CJ, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist: Paschim Bardhaman, West Bengal, India. And which is duly registered before the A.D.S.R. Durgapur vides deed no. 020601079 of 2019

AND WHEREAS the Land Owners desired to develop the described in the schedule below by construction of a multi-storied building up to maximum limit of floor consisting of as many as flats, garages etc. by taking permission of the DURGAPUR MUNICIPAL CORPORATION and/or and other concerned Authority /Authorities lack of sufficient times the Landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said Development works on the said Schedule "A" mentioned land.

AND WHEREAS the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of G+3+1 residential building on the said land and to make agreement to self and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed first and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below:

AND WHEREAS the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on. Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below:

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

BUILDING shall means maximum limit of floors consisting of as many as flats shops, garages etc to be constructed according to the plan including any modification and /or addition sanctioned by the DURGAPUR MUNICIPAL FORPORATION duly approved by the form time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building hereinafter referred to as the SAID "BUILDING"

WHEREAS the First party & Second Party entered into a Development Agreement on 28th February 2019 which is Registered before A.D.S.R. at Durgapur on 1st March 2019 2019 vide Deed No. 020601079/2019, Volume No. 0206-2019, Page No. 24292 to 24324 for development and Power of Attorney on

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2^{∞l} December 2019 Deed No. 020607032 of 2019, Page from 88775 to 88804, Volume No. 0206-2020 under ADSR Burgapur and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

AND WHEREAS the plan has been sanctioned and approved by DURGAPUR MUNICIPAL CORPORATION for the construction of G+3+1 (Four) storled building as per Memo No. DMC/BP/CB/423/18 Date: 06/03/2020

AND WHERE AS the purchaser being interested to purchase a flat in the "HARA KUSUM APARTMENT PHASE DEBANGAN" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of Rs. (Rupees) only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT Flat bearing No-_____, on the (___) ____ Floor having Carpet Area of Square Feet with / without a medium size Car Parking space at "HARA KUSUM APARTMENT PHASE DEBANGAN" at Anandapuri Co-Operative Society, 54 Foot, Benachtiy, Durgapur - 713213 particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights. liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale they said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN] Page 6 of 12

Manali Construction

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whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L. & L.R.O., DURGAPUR FARIDPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring 267.78 SQM or 6.5 Decimal under Mouza: Faridpur, JL No. 074, LR Plot No. 361, Khatian Nos. 2750, 2751, 2752, Ward No. 21, Holding No. 207, under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division-Durgapur Dist: Paschim Bardhaman, West Bengal, India

BUTTED AND BOUNDED BY:

ON THE NORTH

: Plot No. 219

ON THE SOUTH

: 16 Feet wide Road (Pucca) unknown name

ON THE EAST

: The house of Arun Kumar Basu

ON THE WEST

: The house of Tushar Kanti Dey

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being Apartment No. on _____ Floor, measuring (___)
Square Feet, be the same a little more or less of Super Built up area, Tiles
flooring in "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot,
Benachtiy, Durgapur - 713213 at the land as described in the First Schedule
with proportionate undivided share of the land enjoyment at common areas
amenities and facilities (as described in part- I & Part - II of the schedule - Three
hereunder).

PART-II

(Parking Space)

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All that right to park a medium size car at open/covered parking space measuring about more or less 135 Sq. Ft. in the Ground Floor/vacant place of the Building.

THIRD SCHEDULE PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

- Staircase of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213.
- Corridors of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213 (Save inside any unit).
- Drains & Swears of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213 (Save inside any unit).
- Exterior walls of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213.
- Electrical wiring and Fittings of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213 (Save inside any unit).
- Overhead Water Tanks of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur – 713213.
- Water Pipes of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur – 713213.
- Lift Well, Stair head Room, Lift Machineries of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213.
- Pump and Motor of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

- Main Entrance of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213.
- Drains & Sewages of "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213. (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN]

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- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "HARA KUSUM APARTMENT PHASE DEBAGAN" at 54 Foot, Benachtiy, Durgapur - 713213.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

- On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
- Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
- Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
- Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
- Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
- Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
- f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN] Page 9 of 12

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- and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
- Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
- Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
- Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
- Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
- Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
- On and From the Date of Possession, the Purchaser/s agrees and covenants:
 - a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

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- Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

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urtenance	es more fully n	nentioned in the Par	rt II of the seco	price of the s	aid flat and
tten, from	the above nan	ned		issuadate to	ete m anove
15.15	Mode of	Transaction	Amount		
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N-SCORE II	Payment	No	amount	Tax	Net Amo

Deed of Conveyance [HARA KUSUM APARTMENT PHASE DEBANGAN]

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It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these wile treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

MANALI CONSTRUCTION
PROPRIETOR SHYAMAL DUTTA
as a constituted Attorney of MINA
CHAKRABORTY, MANAS
CHAKRABORTY, RAJIB
CHAKRABORTY

WITNESSES:

By the OWNER (S)
Manali Construction

Shape Onto

SIGNED AND DELIVERED By the Developer (S)

SIGNED AND DELIVERED By the PURCHASER (S)

Drafted by me and Typed at my office & I read over & Explained in Mother Languages to all Parties to this deed and all of them admit that the Same has been correctly written as per their instruction