पाच हजार रुपये FIVE THOUSAND RUPEES

শ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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1 6 JUL 2018

DEVELOPMENT AGREEMENT

Mouza- Kaliganj(কালীগঞ্জ), J.L. No.110

Under The Area of Jemua Gram Panchayat

Development Agreement-"Shree Ganesh Residency"

Page 1 of 19

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This Development Agreement is made on this the 16th day of July, 2018.

BETWEEN

- SRI SUBAL RUIDAS [PAN No.AFHPR2935P] s/o Late Fani Ruidas, by faith -Hindu, by occupation-Business, Indian Citizen, resident of - Vill.-Kaliganj, P.O.-Arrah, P.S.-New Township, Dist.- Paschim Bardhaman, Pin-713212,
- 2) SRI JANGLA RHHIDAS (ALIAS JANGAL RUIDAS) [PAN No.ACLPR8827R] s/o Late Dharam Ruidas, by faith -Hindu, by occupation-Business, Indian Citizen, resident of - Vill.-Kaliganj, P.O.-Arrah, P.S.-New Township, Dist.- Paschim Bardhaman, Pin-713212,
- 3) SRI DINESH RUIDAS [PAN No.BGXPR9527B] s/o Late Khandu Ruidas, by faith- Hindu, by occupation-Business, Indian Citizen, resident of - Vill.-Kaliganj, P.O.-Arrah, P.S.-New Township, Dist.- Paschim Bardhaman, Pin-713212,
- 4) SRI NRIPENDRA NATH GANGULY [PAN No.AEAPG4057P] s/o Late Sukumar Ganguly, by faith -Hindu, by occupation-Business, Indian Citizen, resident of - Vill.-Paharpur, Bheduasole Indpur, P.O.-Bhuduasole, P.S.-Bankura, Dist.-Bankura, Pin-722121,
- 5) SRI SHIBU MONDAL (PAN No.AIKPM2950P) s/o Late Prafulla Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, residing at A4/1, Vill.-Arrah Kalinagar, P.O.-Arrah, Durgapur-12, P.S.- Kanksa, Dist.- Paschim Bardhaman, W.B., Pin-713212),
- 6) SMT. DURGA MONDAL [PAN No.ALNPM5391A] w/o Sri Shibu Mondal, by faith- Hindu, by occupation-Business, Indian Citizen, resident of - A-4/1, Arrah Kalinagar, P.O.-Arrah, P.S.-Kanksa, Dist.- Paschim Bardhaman, Pin-713212,

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Hereinafter referred to & called as the "Landowners" (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean & include their legal heirs, successors, executors, legal representatives and assigns) on the First Part.

AND

"SHREE GANESH RESIDENCY", [PAN No.ADQFS0728L]
a partnership firm, having its' office at — Holding No.37/189, A/34,
Sahid Sukumar Banerjee Sarani, Sector-2C, Bidhannagar, P.O.Bidhannagar, P.S.-New Township, Dist.-Paschim Bardhaman, Pin713212, (Represented by its' partners namely; i) SRI SHIBU
MONDAL [PAN No.AIKPM2950P] s/o Late Prafulla Mondal, by
faith-Hindu, by occupation-Business, Indian Citizen, residing at
A4/1, Vill.-Arrah Kalinagar, P.O.-Arrah, Durgapur-12, P.S.Kanksa, Dist.- Paschim Bardhaman, W.B., Pin-713212) & ii) SRI
SUKHENDU SAMANTA [PAN No.BPPPS1938L], s/o Sri Dipak
Samanta, by faith-Hindu, by occupation-Business, Indian Citizen,
residing at — Rabindra Pally, A-Block, P.O.-Durgapur, P.S.-Coke
Oven, Dist.-Burdwan, Pin-713201,

Hereinafter referred to & called as "Developer" (which the expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, administrators, executors, and assigns) on the Second Part.

whereas the Landowners are seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 39.53(Thirty Nine point Five Three) Decimal more or less 23.95(Twenty Three point Nine Five) Katha, in the Dist.-Paschim Bardhaman, under P.S.-N.T.P.S., within Mouza-Kaliganj, J.L. No.110, R.S. Khatian No.68(Sixty Eight), L.R. Khatian No. 651, 653, 654, 1836, 1857, & 1858, R.S. Plot No.1330(Thirteen Hundred Thirty), L.R. Plot

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No.1751/1856(Seventeen Hundred Fifty One by Eighteen Hundred Fifty Six), by virtue of Regd. Deed of Sale vide No.I-3100/1990 of A.D.S.R. Raniganj at Durgapur (Landowner No.1), and by virtue of Regd. Deed of Sale vide No.I-1785/2009 of A.D.S.R. Durgapur, & by virtue of Regd. Deed of Sale vide No.I-3107/1990 of A.D.S.R. Raniganj at Durgapur (Landowner No.2), and by virtue of inheritance in respect of Regd. Deed of Sale vide No.I-3099/1990 of A.D.S.R. Raniganj, at Durgapur, & by virtue of Regd. Deed of Gift vide No.I-020602021/2018 of A.D.S.R. Durgapur (Landowner No.3), and by virtue of Regd. Deed of Sale vide No.1-1176/2014 of A.D.S.R. Durgapur (Landowner No.4), and by virtue of Regd. Deed of Sale vide No. I-636/2015 of A.D.S.R. Durgapur (Landowner No.5), and by virtue of Regd. Deed of Sale vide No.1-618/2015 of A.D.S.R. Durgapur (Landowner No.6), and also by virtue of L.R.R.O.R. vide Khatian No.651, 653, 654, 1836, 1857, & 1858, which is hereinafter more fully mentioned in the "First Schedule". and hereinafter called as "said property".

AND WHEREAS the Landowners desire to develop the "Said Property", as per their mutual understanding, by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of the Jemua Gram Panchayat, and/or Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, and after due discussion between the Landowners, it was decided by the landowners that due to their paucity of funds and lack of sufficient time & experience, and as they could not be able to take necessary steps in everywhere for the said development construction works, as such the landowners have approached the developer herein, to do the said development construction work at the developers' cost & expenses, with the permissions & approvals of the Jemua Gram Panchayat, and/or Asansol Durgapur Development Authority and/or any other concern Authority/ Authorities, and Developer herein after prolong discussion with the Landowners, has agreed to do the development construction

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work over the schedule mentioned property, and to avoid any future disputes & litigation, both the parties AGREED to prepare and execute this written agreement on terms & conditions having been settled by & between the parties after mutual discussion.

Now This Agreement Witnesseth and It is Hereby Declared & Agreed by The Parties as Follows:-

 That this agreement shall be deemed to have commenced on and with effect from the date, month and the year first above written.

2) GENERAL MEANING OF THE TERMS:-

- il BUILDING: shall means the maximum limit of floors consisting of as many as flats/units, garages etc., to be construct according to the permissions & approvals, by the concerned authority/authorities, which will be sanctioned by the Jemua Gram Panchayat and/or Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, from time to time and to be constructed on the 'said property' more-fully and specifically describe in the "First Schedule" written hereunder, and the said building herein after referred to as the "SAID BUILDING".
- ii) PREMISES as well as SAID PROPERTY: shall mean ALL THAT piece and parcel of land measuring an area of land 39.53(Thirty Nine point Five Three) Decimal more or less 23.95(Twenty Three point Nine Five) Katha, in the Dist.-Paschim Bardhaman, under P.S.-N.T.P.S., within Mouza-Kaliganj, J.L. No.110, R.S. Khatian No.68(Sixty Eight), L.R. Khatian No.651, 653, 654, 1836, 1857, & 1858, R.S. Plot No.1330(Thirteen Hundred Thirty), L.R. Plot No.1751/1856(Seventeen Hundred Fifty One by Eighteen Hundred Fifty Six), more-fully and particularly mentioned, described, explained, enumerated and provided in the 'First Schedule' hereunder written and/or given, and the premises hereinafter referred to as the "SAID PREMISES as well as SAID PROPERTY".

- iii) PLAN: shall mean the plan for construction of the 'said building' on the 'said premises, which will approve and/or permit by the Jemua Gram Panchayat &/or by the concerned Authorities, and shall also include variations/modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extension thereof, made or caused by the Developer and/or the Landowners with mutual consent.
- iv) DEVELOPMENT AGREEMENT: shall means this Agreement Between the Landowners and the Developer herein relating to the development, promotion, construction, erection of building/s at and upon the 'said premises', and shall also include all amendments, modifications, alterations, and changes, if any, made therein and all extensions, if any, thereof from time to time.
- v) THE UNIT/FLAT: shall mean any Unit/Flat/apartment or any other covered space in the Buildings, which is capable of being exclusively owned, used and/or enjoyed, and Unit/Flat in the Buildings lying/erected at and upon the said premises, and the right of common use of the common portion apartment to the concerned Unit/Flat, and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.
- vi) PARKING SPACE; shall mean the covered space at the Ground Floor of the said Building/s and also surrounding the said Building/s, if any that may be earmarked by the Developer herein.
- vii)ARCHITECT(S): shall mean such Architect(s) whom the Developer may from time to time, appoint for execution of the development of the schedule mentioned land.
- viii) PROJECT: shall mean the maximum limit of floors consisting of as many as flats, garages etc. i.e. the works of development, undertake and to be done by the Developer

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herein, over the "said premises" in pursuance of the Development Agreement and /or any modification or extension thereof, till the completion of such development, erect, promotion, construction of building/s at and upon the said premises.

- ix) COMMON PURPOSES: shall include the purpose of maintaining the premises, the Building/s & in particular the common portions rendition of services in common to the unit/flat/apartment, collection and disbursement of the common expenses and dealing with the matters of common interest of the unit/flat owners & occupiers relating to their mutual, rights and obligations for the beneficial use and enjoyment of their respective unit's/ flat's exclusively common portion in common.
- K) LANDOWNERS:- shall mean 1) SRI SUBAL RUIDAS s/o Late Fani Ruidas, 2) SRI JANGLA RHHIDAS (ALIAS JANGAL RUIDAS) s/o Late Dharam Ruidas, 3) SRI DINESH RUIDAS s/o Late Khandu Ruidas, 4) SRI NRIPENDRA NATH GANGULY s/o Late Sukumar Ganguly, 5) Sri Shibu Mondal s/o Late Prafulla Mondal & 6) SMT. DURGA MONDAL w/o Sri Shibu Mondal.
- xi) DEVELOPER: shall mean "SHREE GANESH RESIDENCY", a partnership firm, having its' office at Holding No.37/189, A/34, Sahid Sukumar Banerjee Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-New Township, Dist.-Paschim Bardhaman, Pin-713212, (Represented by it's partners namely; i) Sri Shibu Mondal s/o Late Prafulla Mondal & ii) Sri Sukhendu Samanta s/o Sri Dipak Samanta, & its' successors-in-office, successors in interest and assigns, representatives.
- xii) FORCE MAJEURE: shall mean & include natural calamities, act of god, fire, civil commotion, riot, war, strike, lockout, notice or prohibitory order from any authority, shortage of essential commodities, Labour unrest, Local problem and/or local disturbance, and/or any other act or

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commission or circumstance beyond the control of the Developer.

- <u>xiii)</u> <u>EFFECTIVENESS:-</u> This agreement shall became effective from the date of execution of this agreement.
- the "DATE" on which the Developer will start excavation of earth at the "said premises" to do the development construction work/construction of the said Building/s, after receive approved building plan & all the permissions & approvals for the same, from the concerned authority/authorities. Be it mentioned the Developer herein shall intimate the "Date" by writing to the Landowner herein.
- xv) WORDS COMMONLY USED TO REFER THE MASCULINE GENDER: Shall include the feminine and neuter gender and vice versa.
- xvi) SINGULAR NUMBER: Shall include the plural and vice-versa unless the context states otherwise.

3) LANDOWNERS' & DEVELOPER'S ALLOCATION

- i) That it has been agreed between the parties that the tune of share or division of the units/Flats/Apartments/Parking Space to be construct by the Developer herein, on the 'First Schedule' below property, will be in this way, that the Landowners together will get 25% constructed Flat Area & Covered Parking Area out of the entire constructed Flat Area & Covered Parking Area at the proposed multistoried building(s)/project on the actual coverage/usage of the land, as per sanction plan duly approved & permitted by the Jemua Gram Panchayat and/or by the concerned authority, which will be divided between the Landowners, as per their share of ownership at the "First Schedule" hereunder.
- ii) That the Developer will get the remaining 75% constructed area, as per sanction plan duly approved & permitted by the Jemua Gram Panchayat and/or by the concerned authority.

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iii) It is hereby specifically mentioned that the second party i.e. Developer hereto shall be free to sell, transfer, assign any unit / flat / apartment /portion, in respect of his allocation, and to receive, accept any consideration money in regards to any unit/flat/apartment/portion with common facilities at the said proposed project at the "First Schedule" herein, to/from any intending purchaser/s, after received Regd. Development Power of Attorney from the Landowners herein.

4) Duties & Liabilities of the Landowners, and it is hereby undertake & agreed by the Landowners as follows:-

- of or otherwise well and sufficiently entitled to the said premises as the absolute owners with free from all encumbrance having marketable title thereof and without receiving any notice for acquisition and requisition from any authority having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976) and being not attached with any suit, decree or order of any court of law or due Income Tax or Revenue or any public demand whatsoever, in spite of that if there is an dispute in respect of the said property then the landowners shall be fully responsible and shall be solve the same at their own costs and expenses as early as possible from the date of raising out of the said dispute.
- ii) That the Landowners in pursuance of this agreement, handover the peaceful physical vacate possession of the 'said premises' as mentioned in the "First Schedule" hereunder, to the Developer herein, for the proposed development project/construction of multistoried building/s, simultaneously within the 7(seven) days from the execution of this agreement, and the same shall remain under the possession of the Developer till the completion of the said proposed development project/construction of building/s, and till handover the

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possession of flat/unit/ apartment thereof, with registered deed of conveyance(s)/sale by each of unique intended owner/s thereof.

- iii)That the Landowners shall pay all taxes, fees, outgoings and etc. including arrears of the Government/ Jemua Gram Panchayat and/or any other authority/authorities before the concerned authority/authorities in respect of said premises, till the date of signing of these presents.
- iv) That if any dispute arises regarding the title and ownership & possession in respect of the said premises of the landowners herein, from any person/s or any other, then the landowners at their own costs and expenses to be clear the "said property" having establishing of right and marketable title in their name, with free from all encumbrance, though the landowners admit that no suits and /or proceedings and /or litigations are finding before any court of law of the said property or any part thereof, and if any dispute arise in future in respect of the said property & against the development works thereon, & for which if the Developer became unable to complete the said project thereon, then the Landowners shall be liable to pay to the Developer, the entire costs and expenses of the Developer incurred for the said project/development works at the "said property", till that date, as assessed by the Developer in accordance with the market value.
- v) That the Landowners shall not claim any manner save & except that written in the "Second Schedule" herein below in respect of their allocation in respect of the "said Building/s"
- vi) That the Landowners during the continuance of the development work, of the project shall not cause any impediment of hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the developer.

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- and /or charge the said premises and/or any part thereof towards any third party on and from the date of execution of this Agreement till the date of completion of the project including subsisting of this Agreement, and, also the landowners shall not, do any acts, deeds or things, where by the Developer may be prevented from selling, assigning and /or disposing of any portion fallen under the Developer's allocation as well as Landowners' allocation in the said proposed building. It is further-declared by the landowners that they did not sign and/or execute any agreement in any manner with any third party in respect of the "First Schedule" property, and subsequently, if any sort of agreement /s is/are found then the same will be treated as cancelled.
- viii) That the landowners shall have no right or power to terminate these presents, till the completion of the aforesaid development project, including to sell/transfer the Developer's Allocation/Landowners' allocation written in the "Second Schedule" herein towards the intending purchaser/s, subject to the terms & conditions & time limit of these presents.
- ix) That the Landowners shall handover to the Developer the original title Deeds, Parcha/land records of rights / Tax Receipts & other relevant documents / papers, what they possess in respect of the First Schedule hereunder, simultaneously with the signing of these presents.
- x) That Landowners shall be liable to pay the proportionate share of cost in connection with D.G. sctup, Expenses for Electricity Connection, & all other amenities attach to the proposed project/building/s at the "said property", in connection with their respective allotted flat/unit/apartment, in addition to the Govt. taxes like; GST etc., towards the Developer herein.

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5) Rights, Duties & Liabilities of the Developer, and it is hereby undertake & agreed by the Developer as follows:-

- i) That the Developer by these presents, shall have every right and power to start all kinds of development works of the proposed project on and from the date of signing of this agreement including obtaining plan & permission from the Jemua Gram Panchayat and/or by the concerned authority, including the proper plan for development of the said property described in the "First Schedule" hereunder written, and to submit the same to the Jemua Gram Panchayat and/or by the concerned authority for obtaining approval to the same, and to enter upon the said property, either as on or along with others, to look after and to control all the affairs of the proposed development works, and to erect new building and structure by virtue of the sanctioned building plan, and to supervise the development work in respect of the new construction through contractors, sub-contractors, architects and surveyor's as may be required by the said developer for construction of the proposed building/s and structures of the said property in accordance with the plan and specifications sanctioned by the Jemua Gram Panchayat and/or by the concerned authority.
 - ii) That the Developer by these presents, shall have every right and power to sell and dispose of all or any of the unit/s or flat/s, and parking space in respect of Developer's allocated portion, on ownership basis and/or in any other manner as may be deem fit and proper by the said Developer at the prices/consideration for the same.
 - iii) That the Developer by these presents, shall have every right and power to collect and receive earnest money and/or advance or part payment of full consideration from any prospective buyer/s or purchaser for booking and sell/transfer of such flat or flats, and parking space, and also to receive and collect or demand the consideration amount for the same in connection

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with the said building standing on the said property, and for that act/s or purpose/s to make sign and execute and/or give proper and lawful discharge for the same, in respect of the allocated portion/share of the Developer.

- iv) That the Developer by these presents, shall have every right and power, to execute from time to time, agreements or agreement for sale, of such flat/s, or garages, and to transfer the same, on ownership basis by conveyance in respect of the building/s, which will be constructed on the said property, and also to execute and sign conveyance, transfer and surrender in respect of the said property, or any part thereof, and present documents or documents for registration, and to admit the execution of any such document/s before the appropriate registering authority, in respect of the allocated portion/share of the Developer.
- v) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, which will be needed by the Developer for the proposed development project, shall be prepared by the developer at its' own costs and expenses in the name of the landowners & his name, without reimbursement the same by the Landowners, and the landowners shall sign on the plan application, papers, documents etc. as when the developer asked for the same without demanding any remuneration and /or money for the same.
- vi) That by virtue of these presents, the Developer is hereby empowered to raise the construction of the proposed new building/s of maximum limit of floors consisting of as many as flats, garages etc. on the above mentioned property as well as on the property more-fully mentioned in the "First Schedule" hereunder by investing his own finance, and, the Developer may take construction loan / project loan or take loan / borrowed money from any financial institutions or any

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Nationalized, Private or Public Sector Banks for the proposed construction of the project at the "First Schedule" hereunder, and the Landowners shall not be liable in any course of incident for the same.

- vii) That the Developer shall be authorized in the name of the landowners, if necessary to apply for temporary and/or permanent; connection for electricity, sewerage, drainage, water and/or other facilities, if needed, for the construction of the building as well as completion of the projects at the costs of the Developer.
- "Said Building/s" and/or 'Project' at its costs and expenses in pursuance of the sanctioned Building Plan & Permissions within 48(Forty Eight) months with further additional period of 6(Six) months, if needed, and the time shall be computed on and from the date of "Commencement of Construction Work", of the "Said Building/s" and/or 'Project', subject to the circumstances of Force Majeure.
- ix) That the stipulated time for construction as stated above shall be extended, if the Developer is prevented to continue the Development Works of the project by any unforeseen reasons beyond the control of the Developer and/or force majeure, and in that case, the time so to be elapsed should be extended further beyond the aforesaid contractual period without raising any objection from the part of the Landowners.
- x) That after the execution of these presents, all the taxes, rates, fees, outgoings etc. in respect of the "said premises" shall be borne the Developer till the date of hand-over the allocation to the respective unit/flat owner/s.
- xi) That the Developer shall be continue the development construction works of the "said Building" at the "said Premises" under the name of style, as the Developer shall choice/ fix and that will be final.

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- the "Said Property" to any other adjacent plot of land / lands situated around the said property without taking any prior permission from the landowners in the manner whatsoever the developer may deem fit and proper. The landowners shall sign and execute all necessary Agreement/s, documents, deed of amalgamation and other paper/s in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the Landowners allocation will remain same, as written in these presents.
- xiii) The Developer hereby undertakes to keep the landowners indemnified against any third party, claim, suits, costs, proceedings and claims for any third party including and /or statutory authorities and /or adjacent neighbors, which may arise out of the Developer's actions with regard to the development and/or construction of the building on the "said premises".
- right &/or authority to deal with any person/persons, &/or enter into any contract, &/or agreement, to borrow money &/or to take advance against any unit/flat/portion along with acquired right under this agreement, from any Nationalized, Private or Public Sector Bank &/or financial institution.
- xv) That the Developer shall be responsible for any acts, deeds, or things done towards any fund collection from one or more prospective buyer of the proposed flats/apartment.
- xvi) That the Developer shall be liable/responsible for received any booking amount / advance/full consideration amount in connection with any agreement for sale from one or more prospective buyer/s of the proposed flats/units in respect of the proposed project at the first schedule hereunder.

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6) Mutual consent of the Parties :-

- i) That all the term & conditions of this agreement shall be bound to obey by all the parties of these presents.
- ii) The landowners and the Developer have entered into these presents purely as a contract, and nothing contained herein shall be deemed to constitute as a partnership between the landowners and the Developer in any manner, nor shall the parties here to be constituted as Association of persons.
- iii) That if any fraction figure is come-out, at the time of handover the allocation of the Landowner, as mentioned hereinabove & in the 'Second Schedule' hereunder, then the fraction figure will be roundup by adding the same in the area of Developer or Landowner, as per their mutual understanding, in that case, whoever will hold the fraction figure, he/she/they will be liable to pay Rs.1,250/-(Twelve Hundred Fifty) only per square feet, for the same towards another.
- iv) That if any amount received by the Landowners from the Developer herein, that will be adjust with the allocation of the Landowners.
- That all dispute at differences arising out of these presents, shall be referred to an Advocate as to be decided by the Developer herein for arbitration, who shall act, as Arbitrator having power of summary procedure & may or may not keep any record of Arbitration proceedings and shall be governed by the provisions of Indian Arbitration & Conciliation Act 1996 with all modification for the time being in force & whose decision shall be final & binding upon all the parties herein.
- vi) The court under which jurisdiction the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

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FIRST SCHEDULE as referred herein above (Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Burdwan(now Paschim Bardhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at Mouza-Kaliganj(中間で), J.L. No.110, R.S. Khatian No.68(Sixty Eight), L.R. Khatian No.651(Six Hundred Fifty One), 653(Six Hundred Fifty Three), 654(Six Hundred Fifty Four), 1836(Eighteen Hundred Thirty Six), 1857(Eighteen Hundred Fifty Seven), & 1858(Eighteen Hundred Fifty Eight),

R.S. Plot No. 1330(Thirteen Hundred Thirty), L.R. Plot No.1751/1856 (Seventeen Hundred Fifty One by Eighteen Hundred Fifty Six), measuring an area of land - 39.53(Thirty Nine point Five Three) Decimal more or less 23.96(Twenty Three point Nine Six) Katha, under Jemua Gram Panchayat, B.L.&L.R.O. Faridpur-Durgapur, and the Land is recorded as Danga, & proposed to be use as Bastu for Residential Purpose.

Butted and Bounded as follows:-

North: 25 feet wide Road.

South: Plot No.1331(P).

East: Land of Jangla Ruidas.

West: 16 feet wide Road.

SECOND SCHEDULE as referred herein above (Description of Allocation of the Landowners & Developer)

It has been agreed between the parties that the tune of share or division of the units/Flats/apartment to be construct by the Developer herein on the above mentioned 'First Schedule' property, will be as follows, subject to the Sanctioned Building Plan:

Plan:

(Landowners' Allocation)

That it has been agreed between the parties that the tune of share or division of the units/Flats/Apartments/Parking Space to be construct by the Developer herein on the 'First Schedule' below property, will be in this way, that the Landowners together will get 25% constructed Flat Area & Covered Parking Area out of the entire constructed Flat Area & Covered Parking Area at the proposed multistoried building(s)/project on the actual coverage / usage of the land, as per sanction plan duly approved & permitted by the Jemua Gram Panchayat and/or by the concerned authority, which will be divided between the Landowners, as per their share of ownership at the "First Schedule" hereunder.

(Developer's Allocation)

That the Developer will get the entire remaining constructed areas on the actual coverage/usage of the land in the project as per sanction plan duly approved & permitted by the Jemus Gram Panchayat and/or by the concerned authority, after excluding/deducting the above mentioned allocation of the Landowners.

General Specification of "said building"

| Foundation | 1:1 | R.C.C. Framed, anti-termite foundation |
|----------------------------------|-----|--|
| Structure | : | R.C.C. Framed Structure |
| Roof | 1 | RCC Slab with proper Water Proofing Treatment. |
| External Wall Finishing | : | Snow Cem |
| Interior Wall Finishing | : | All internal Wall – Plaster of Paris finishing. |
| Flooring | + | Ceramic Tiles in all rooms, and anti-skid ceramic Tiles in Toilet & Kitchen. |
| Doors | : | Main entrance Wooden frame with flush door, & in all rooms frame with flash door, & lock, & P.V.C. Door at Toilet & Kitchen. |
| Window | : | Anodized Aluminum sliding windows with glass. |
| SANITARY FITTINGS & TOILET | 3 | Concealed pipeline, glazed tiles up to 5' feet height, Plumbing CP fittings of ISI standard |
| Kitchen Platform & wall | 32 | Cooking platform with granite slab. One stainless steel sink, ceramic tiles up to 24* above cooking platform. |
| Electrical Installation | 1 | Concealed Wiring throughout the flats, Modular switches with adequate power point in each room. |
| Lift | * | 24 (twenty four) hours Lift Service (Standard Quality). |
| Fire Protection | | Fire Extinguishing Equipment at Common Space, Lightning arrestors at suitable place |
| COMMON | 1 | Septic Tank, water supply arrangement, |

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| FACILITIES | pathways, boundary wall, roof, meter space and others as stated herein |
|------------|---|
| GENERATOR | : 24 hours power backup. |

A separate sheet has been annexed to this deed containing the signature, fingers print and photographs of the Landowners & Developer herein, which is the part and parcel of these presents.

IN WITNESS WHEREOF both the parties of these presents do hereby put their respective signatures, in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on this the 16th day of July, 2018 at Durgapur.

WITNESSES:-

D Pretha Ruidas S/o sandi Ruidas Anondapur canul Brz Nodina, Dorgapur-18

Diswanath Ruidas

S/O Jangla Ruidas

Kaligarj Po Arrah

Durga pur-12

1. Subul Rus dy

2. Jangla Pui das

3. Dinest Roids

4. Revilambra Noth Garpaly

5. fir Mohrer.

6. \$ 5F & BN

SIGNATURE OF LANDOWNERS

SHREE GANESH RESIDENCY
Selection Sementa
Pertner

SIGNATURE OF DEVELOPER

Drafted and Typed by me & read over & explained to all parties of these presents and all of them admit the same has been correctly written as per their instructions & also identified by me,

Debabrata Biswas, Advocate
Durgapur Court, City Centre
Enrollment No. W.B./686/2010





वेचीहरूक माथ : वार्च क्रदेशाव

Cheme's Name : Fother Builter

प्रमार नुष : मरश्री क्षमान

Matherly Districted Resides

PM/Sex : W/M net wifee Date of Birth : 25/Cernsso

6

NEP2381283 Swint:

musqu apcorre, stiga caciona ifiye orkis-713218

Address:

ANANDAMIR CANELTIVI, DURC. PUR (M DORP.), CONEOVEN, MALCHM BARDHAMMER 11218

Crass. 00/01/2019

৪০০ - পূৰ্যান্ত পৰিত নিৰ্মাণ কোনা নিৰ্মাণ বিশ্বক ক্ষেত্ৰবিধানৰ সাম্বাচৰ কৰ্মুক্তি

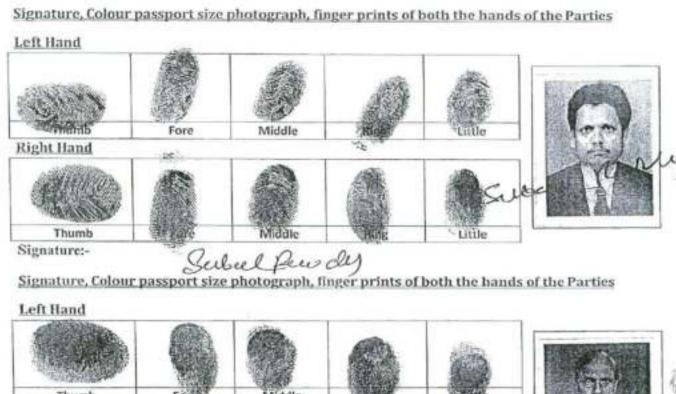
Feesimin Eigrafure of the E1: 2008) Registration Officer for

277 - Dungague Planchin Co. i Strongy

विभाग परिवर्तन प्राप्त करूप विभागत एका व निर्माण प्राप्त कर्मा प्रमुख अपने महिल्ला प्राप्त कर्मा करूप कर्मा प्रमुख कर्मा करूप कर्मा करूप कर्मा करूप कर्मा करूप कर्मा करूप कर्मा करूप कर्मा कर्मा करूप कर्मा करूप कर्मा करूप

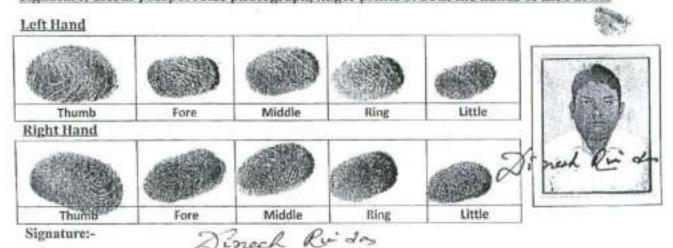
An inter of change in address, over ten 1 in Cott No in the selected French in outfailing you make in the policy on the changes address and to 10 in the cost and to 10 in the cost and to 10 in the cost and to 10 in the cost

Portha Ruidos





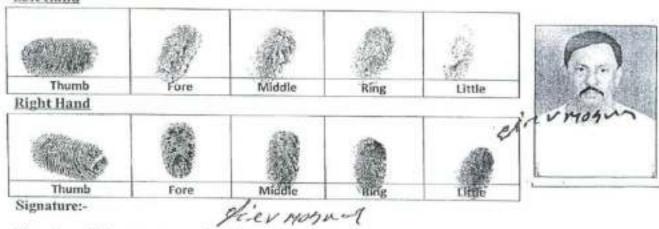
Signature: Jangla Rui das
Signature, Colour passport size photograph, finger prints of both the hands of the Parties



Signature, Colour passport size photograph, finger prints of both the hands of the Parties



Signature, Colour passport size photograph, finger prints of both the hands of the Parties Left Hand

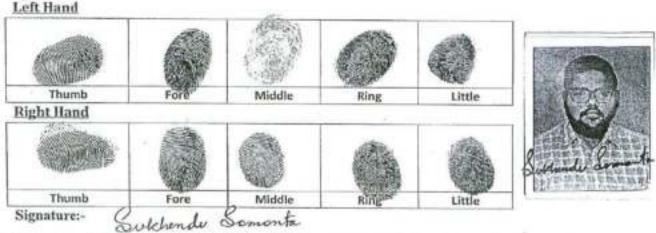


Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Signature:-Signature:Signature, Colour passport size photograph, finger prints of both the hands of the Parties



Signature, Colour passport size photograph, finger prints of both the bands of the Parties

| Left Hand | 1 | | | | |
|------------|------|------------|--------|--------|-------|
| Thumb | Fore | Middle | Ring | Little | |
| Right Hand | | 1111001115 | 111119 | | Photo |

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

GRN:

19-201819-026157644-1

Payment Mode

Online Payment

GRN Date: 16/07/2018 07:36:38

Bank:

HDFC Bank

BRN:

567578775

Mobile No.

BRN Date: 16/07/2018 07:38:30

DEPOSITOR'S DETAILS

Name:

DEBABRATA BISWAS

ld No.: 02080001105725/3/2018 [Query No./Query Your]

Contact No. :

+91 9476230460

E-mail:

Address:

DURGAPUR COURT CITY CENTER!

Applicant Name:

Mr DEBABRATA BISWAS

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

| SI. No | Identification No. | Head of A/C Description | Head of A/C Am | ount[₹] |
|-----------|-----------------------|--|--------------------|----------|
| * | 02050001105725/3/2018 | Property Registration-Stamp cuty | 9030-02-103-003-02 | 2010 |
| 2 | 02050001105725/3/2018 | Property Registration-Registration Fees | 0030-03-104-001-16 | /14 |

Total

/ 2024

In Words:

Rupees Two Thousand Twenty Four only

Major Information of the Deed

| Deed No: | 1-0206-03861/2018 | Date of Registration | 16/07/2018 | | |
|---|--|---|--------------------|--|--|
| Query No / Year | 9206-0001105725/2018 | Office where deed is registered | | | |
| Query Date 11/07/2018 10:17:47 AM | | A.D.S.R. DURGAPUR, District: Burdwan | | | |
| Applicant N ame, Address & Other Details | DEBABRATA BISWAS DURGAPUR COURT, CITY CEN BENGAL, Mobile No.: 94762304 | | ct : Burdwan, WEST | | |
| Transaction | * | Additional Transaction | | | |
| [0110] Sale, Development agreement | Agreement or Construction | [4308] Other than Immo Agreement [No of Agre | | | |
| Set Forth value | | Market Value | | | |
| Rs. 1/- | | Rs. 54,80,518/- | | | |
| Stampduty Paid(SD) | 0 | Registration Fee Paid | | | |
| Rs. 7,010/- (Article:48(g)) | | Rs. 14/- (Article:E, E) | | | |
| Remarks | | | | | |

Land Details:

District: Burdwan, P.S.- New Township, Gram Panchayat: JEMUA, Mouza: Kaliganj

| Sch No | Plot Number | Khatian Number | Land Proposed | and the second second | Area of Land | | Market Value (In Rs.) | Other Details |
|-----------|------------------|-------------------|------------------|-----------------------|--------------|-----|--------------------------|------------------------------------|
| L1 | LR- 1751/1856 | LR-651 | Vastu | Danga | 39.53 Dec | 1/- | 54,80,518/- | Width of Approach Road: 41 Ft., |
| | Grand | Total: | | | 39.53Dec | 1/- | 54,80,518 /- | |

Land Lord Details:

| SI No | Name,Address,Photo,Finger | print and Signatur | 0 | |
|----------|--|--------------------|--------------|--------------|
| 1 | Name | Photo | Fringerprint | Signature |
| | Mr SUBAL RUIDAS (Presentant) Son of Mr FANI RUIDAS Executed by: Self, Date of Execution: 16/07/2018 , Admitted by: Self, Date of Admission: 15/07/2018 ,Place : Office | | | Subulferides |
| | | 10/07/2018 | 19/07/2018 | 16/07/2018 |

VILL. KALIGANI, P.O:- ARRAH, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFHPR2935P, Status: Individual, Executed by: Self, Date of Execution: 16/07/2018

, Admitted by: Self, Date of Admission: 16/07/2018, Place: Office

Major Information of the Deed :- I-0206-03861/2018-16/07/2018

Name Photo Fringerprint Signature Mr JANGLA RHHIDAS. (Alias: Mr JANGAL RUID AS) Son of Late DHARAM Janola Ru das RUID AS Executed by: Self, Date of Execution: 16/07/2018 , Admitted by: Self, Date of Admission: 16/07/2018 ,Place : Office 18/07/2218 VILL. KALIGANJ, P.O:- ARRAH, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACLP R8827R, Status :Individual, Executed by: Self, Date of Execution: 16/07/2018 , Admitted by: Self, Date of Admission: 16/07/2018 ,Place: Office Name Photo Fringerprint 3 Signature Mr DINESH RUIDAS Son of Late KHANDU RUIDAS Executed by: Self, Date of Dinesh Rui Lo Execution: 16/07/2018 , Admitted by: Self, Date of Admission: 16/07/2018 ,Place : Office 16/07/2015 16/07/2018 VILL. KALIGAN), P.O:- ARRAH, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BGXPR9527B, Status :Individual, Executed by: Self, Date of Execution: 16/07/2018 , Admitted by: Self, Date of Admission: 16/07/2018 ,Place: Office Name Photo Fringerprint Signature Mr NRIPENDRA NATH GANGULY Son of Late SUKUMAR Ma pendra New GANGULY Executed by: Self, Date of Execution: 16/07/2018 , Admitted by: Self, Date of Admission: 16/07/2018 ,Place : Office 15/07/2918

VILL. PAHARPUR, BHEDUASOLE INDPUR, P.O:- BHEDUASOLE, P.S:- Bankura, Bankura, District:-Bankura, West Bengal, India, PIN - 722121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEAPG4057P, Status: Individual, Executed by: Self, Date of Execution: 16/07/2018

, Admitted by: Self, Date of Admission: 16/07/2018 ,Place: Office

A4/1, ARRAH KALINAGAR, P.O:- ARRAH, P.S:- Kanksa, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIKPM2950P, Status: Individual, Executed by: Self, Date of Execution: 16/07/2018, Admitted by: Self, Date of Admission: 16/07/2018, Place: Office

Mr DURGA MONDAL
Wife of Mr SHIBU MONDAL
Executed by: Self, Date of
Execution: 16/07/2018
, Admitted by: Self, Date of
Admission: 16/07/2018 ,Place
: Office

A4/1, ARRAH KALINAGAR, P.O:- ARRAH, P.S:- Kanksa, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALNPM5391A, Status: Individual, Executed by: Self, Date of Execution: 16/07/2018, Admitted by: Self, Date of Admission: 16/07/2018, Place: Office

Developer Details:

| SI No | Name, Address, Photo, Finger print and Signature |
|----------|--|
| | SHREE GANESH RESIDENCY HOLDING 37/189, A/34, SAHID SUKUMAR BANERJEE SARAN, P.O:- BIDHANNAGAR, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212, PAN No.:: ADQFS0728L, Status: Organization, Executed by: Representative |

Representative Details:

| 1 | Name | Photo | Finger Print | Signature |
|---|---|---------------------|-------------------|--------------------------------------|
| | Mr SHIBU MONDAL Son of Late PRAFULLA MONDAL Date of Execution - 16/07/2018, Admitted by: Self, Date of Admission: 16/07/2018, Place of Admission of Execution: Office | | | Shinu manna |
| | | Jul 10 2018 12:12PM | £71 16/07/2018 | apur, District:-Burdwan, West Bengal |

Major Information of the Deed :- I-0206-03861/2018-16/07/2018

Name Photo Finger Print Signature

Mr SUKHENDU SAMANTA
Son of Mr DIPAK SAMANTA
Date of Execution 16/07/2018, Admitted by:
Self, Date of Admission:
16/07/2018, Place of
Admission of Execution: Office

Aut 16 2018 12:14PM
LTI
16/07/2018

RABINDRA PALLY, A - BLOCK, P.O:- DURGAPUR, P.S:- Coke Oven, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BPPPS1938L Status: Representative, Representative of: SHREE GANESH RESIDENCY (as Partner)

Identifier Details:

Name & address

Mr PARTHA RUIDAS

Son of Mr SANTI RUIDAS

ANANDAPUR, CANELPAR, P.O:- NADIHA, P.S:- Coke Oven, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713218, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr SUBAL RUIDAS, Mr JANGLA RHHIDAS, Mr DINESH RUIDAS, Mr NRIPENDRA NATH GANGULY, Mr SHIBU MONDAL, Mr DURGA MONDAL, Mr SUKHENDU SAMANTA

Buthon Ruidas

16/07/2018

| Transf | fer of property for L1 | | M/2 |
|--------|------------------------------|---------------------------------|-----|
| SI.No | From | To. with area (Name-Area) | |
| 1 | Mr SUBAL RUIDAS | SHREE GANESH RESIDENCY-6.03 Dec | |
| 2 | Mr JANGLA RHHIDAS | SHREE GANESH RESIDENCY-9.6 Dec | |
| 3 | Mr DINESH RUIDAS | SHREE GANESH RESIDENCY-6.08 Dec | |
| 4 | Mr NRIPENDRA NATH GANGULY | SHREE GANESH RESIDENCY-6.32 Dec | |
| 5 | Mr SHIBU MONDAL | SHREE GANESH RESIDENCY-5.75 Dec | |
| 6 | Mr DURGA MONDAL | SHREE GANESH RESIDENCY-5.75 Dec | |

Endorsement For Deed Number: 1-020603861 / 2018

Major Information of the Deed :- I-0206-03861/2018-16/07/2018

On 12-07-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 54,80,518/-

Q_____

Abhijit Chatterjee ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR

Burdwan, West Bengal

On 16-07-2018

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

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

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

Presented for registration at 11:50 hrs on 16-07-2018, at the Office of the A.D.S.R. DURGAPUR by Mr. SUBAL RUIDAS, one of the Executants.

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

Execution is admitted on 16/07/2018 by 1. Mr SUBAL RUIDAS, Son of Mr FANI RUIDAS, VILL. KALIGANJ, P.O.: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 2. Mr JANGLA RHHIDAS, Alias Mr JANGAL RUIDAS, Son of Late DHARAM RUIDAS, VILL. KALIGANJ, P.O.: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 3. Mr DINESH RUIDAS, Son of Late KHANDU RUIDAS, VILL. KALIGANJ, P.O.: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 4. Mr NRIPENDRA NATH GANGULY, Son of Late SUKUMAR GANGULY, VILL. PAHARPUR, BHEDUASOLE INDPUR, P.O.: BHEDUASOLE, Thana: Bankura, , City/Town: BANKURA, Bankura, WEST BENGAL, India, PIN - 722121, by caste Hindu, by Profession Business, 5. Mr SHIBU MONDAL, Son of Late PRAFULLA MONDAL, A4/1, ARRAH KALINAGAR, P.O.: ARRAH, Thana: Kanksa, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 6. Mr DURGA MONDAL, Mr SHIBU MONDAL, A4/1, ARRAH KALINAGAR, P.O.: ARRAH, Thana: Kanksa, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business

Indetified by Mr PARTHA RUIDAS, . , Son of Mr SANTI RUIDAS, ANANDAPUR, CANELPAR, P.O: NADIHA, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713218, by caste Hindu, by profession Others

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

Execution is admitted on 16-07-2018 by Mr SHIBU MONDAL, Partner, SHREE GANESH RESIDENCY (Partnership, HOLDING 37/189, A/34, SAHID SUKUMAR BANERJEE SARAN, P.O.: BIDHANNAGAR, P.S.: New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212

Indelified by Mr PARTHA RUIDAS, , , Son of Mr SANTI RUIDAS, ANANDAPUR, CANELPAR, P.O: NADIHA, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713218, by caste Hindu, by profession Others

Execution is admitted on 16-07-2018 by Mr SUKHENDU SAMANTA, Partner, SHREE GANESH RESIDENCY (Partnership Firm), HOLDING 37/189, A/34, SAHID SUKUMAR BANERJEE SARAN, P.O.:- BIDHANNAGAR, P.S.:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212

Major Information of the Deed :- I-0206-03861/2018-16/07/2018

(7)1

Indetified by Mr PARTHA RUIDAS, . . , Son of Mr SANTI RUIDAS, ANANDAPUR, CANELPAR, P.O: NADIHA, Thana: Coke Oven, . City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713218, by caste Hindu, by profession Others

Fayment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W8 Online on 16/07/2018 7:38AM with Govt. Ref. No: 192018190261576441 on 16-07-2018, Amount Rs: 14/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 567578775 on 16-07-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,010/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 3792, Amount: Rs.5,000/-, Date of Purchase: 13/07/2018, Vendor name: Jitendra Nath Mondal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/07/2018 7:38AM with Govt. Ref. No: 192018190261576441 on 16-07-2018, Amount Rs: 2,010/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 567578775 on 16-07-2018, Head of Account 0030-02-103-003-02

Abhijit Chatterjee

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ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR

Burdwan, West Bengal

Major Information of the Deed :- I-0206-03861/2018-16/07/2018

Registered in Book - I

/olume number 0206-2018, Page from 70281 to 70312

peing No 020603861 for the year 2018.





Digitally signed by ABHIJIT CHATTERJEE

Date: 2018.07.20 15:33:38 +05:30 Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 20-07-2018 15:33:09 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)