

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The Signature sheet / sheets & the endorsement sheet / sheets ettached to this document are the part of this document.

> District Sub-Registrar-III North 24-Pargan 2019 Sarasal

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 21st day of June, Two Thousand and Nineteen (2019).

BETWEEN

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1. SMT. SHUKLA ROY, having PAN ASQPR7380E, Wife of Late Shyamal Kumar Roy, 2. SANCHITA ROY, having PAN AWSPB5685Q, 3. SRI SAYANTAN ROY, having PAN EAVPR0727N, Nos. 2 & 3 both are son and daughter of Late Shyamal Kumar Roy, all are residing at Uttar Biresh Pally, P.O. & P.S. - Madhyamgram, Kolkata - 700129, District - North 24 Parganas, all are by faith - Hindu, by Nationality - Indian, by occupation - Household duties & Student, hereinafter jointly called and referred to as the "OWNERS" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

R.J. CONSTRUCTION, having PAN AAZFR4228C, a
Partnership firm, having its office situated at Uttarapan Plaza,
Rabindra Pally 1st Lane, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata - 700130, District - North 24 Parganas,
represented by its Partners namely 1. SRI RAJIB BISWAS,
having PAN AFUPB3332H, Son of Late Abinash Chandra
Biswas, residing at Rabindra Pally 1st Lane, P.O. Madhyamgram
Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North

24 Parganas, 2. <u>SRI IOYGOUR SAHA</u>, having PAN AJJPS7977E, son of Late Sasadhar Saha, residing at Rabindra Pally (3rd Lane), P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, both are by Nationality - Indian, by faith - Hindu, by occupation - Business, hereinafter called and referred to as the "<u>DEVELOPER</u>" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the "<u>SECOND PART</u>".

WHEREAS the predecesor husband/father of the Owners herein namely Shyamal Kumar Roy, became the sole and absolute owner of ALL THAT piece and parcel of Bastu land measuring an area of 02 Cottahs 05 Chittacks, be the same a little more or less, comprising in R.S. Dag No. 387, being L.O.P. No. 326D, lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas, by virtue of a Gift Deed, which was duly executed by the R.R. & R. Department, Govt. of West Bengal, on behalf of the Hon'ble Covernor of the State of West Bengal and registered on 13/09/1990 before the A.D.R. North 24 Parganas at Barasat and recorded in Book No. I, Volume No.

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VII, Pages from 3237 to 3240, being No. 810 for the year 1990 and absolutely seized and possessed the same.

AND WHEREAS while being in joint peaceful possession over the aforesaid property, the Shyamal Kumar Roy, mutated his name in the present L.R. R.O.R. vide L.R. Khatian No. 2602 under L.R. Dag No. 3754 and also mutated his name in the records of Madhyamgram Municipality under Ward No. 23, being Holding No. 40, Biresh Pally (North) Road and erected 1529 Sq.ft. Two-storied building thereon and absolutely seized and possessed the same.

AND WHEREAS said Shyamal Kumar Roy, died intestate on 20/05/2017, leaving behind his wife, only daughter and son, i.e. the <u>OWNERS</u> herein, as his only legal heirs and successors, who jointly inherited the aforesaid property, according to Hindu Succession Act in equal 1/3rd share and jointly seized and possessed the same.

AND WHEREAS by virtue of aforesaid description, the OWNERS herein, became the joint absolute owners of ALL THAT piece and parcel of Bastu land measuring an area of 02 Cottahs 05 Chittacks, be the same a little more or less, alongwith 1529 Sq.ft. Two-storied building erceted thereon, comprising in R.S. Dag No. 387, corresponding to L.R. Dag No. 3754, being L.O.P. No. 326D, under L.R. Khatian No. 2602

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(recorded in the name of Shyamal Kumar Roy), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 40, Biresh Pally (North) Road, P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas and since then they have been enjoying the same as the joint absolute owners and occupiers and they have every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS the Owners herein have need to develop
the below Schedule property, for their better accommodation, but
the Owners herein are not in a position to develop the said
property out of their own pocket and as such the Owners
herein were in such of a suitable developer having sound
financial background and expertise in construction matter.

AND WHEREAS the Developer herein, having heard the same, approached the Owners herein to develop the said property and the Owners herein, after due discussion have decided to raise a multi-storied building comprising of flats, shops, garages etc. through the Developer herein.

AND WHEREAS in view of the aforesaid discussion and



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decision, both the parties herein, have jointly decided to adduce the terms and conditions into writing to avoid any future problems, complications, disputes, diffrences and anomalies.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto the following terms and conditions.

ARTICLE - I. DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with :-

OWNERS shall mean and include the aforesaid
 SMT. SHUKLA ROY, 2. SMT. SANCHITA ROY, and 3. SRI
 SAYANTAN ROY and their legal heirs, representatives and assignees.

DEVELOPER shall mean R.J. CONSTRUCTION, a Partnership firm, represented by its Partners namely 1. SRI RAJIB BISWAS, and 2. SRI JOYGOUR SAHA and their legal heirs, representatives and assignees.

1.2 <u>TITLE DEEDS</u> shall mean all the documents of title relating to the said premises which shall be handed over in original to the developer at the time of execution of this agreement.

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- and parcel of Bastu land measuring an area of 02 Cottahs 05
 Chittacks, be the same a little more or less, alongwith 1529
 Sq.ft. Two-storied building erected thereon, comprising in R.S.
 Dag No. 387, corresponding to L.R. Dag No. 3754, being L.O.P.
 No. 326D, under L.R. Khatian No. 2602 (recorded in the name of Shyamal Kumar Roy), lying and situated at MOUZA CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 40, Biresh Pally (North), P.S.
 Barasat now Madhyamgram, A.D.S.R.O. Barasat, District North 24 Parganas, more fully and particularly mentioned and described in the First Schedule hereunder written.
 - 1.4 <u>BUILDING</u> shall mean multi-storeyed or any other floors as per available Sanctioned floors mainly for residential and commercial building, which is to be constructed on the said premises as per sanctioned Plan of the Madhyamgram Municipality.
 - 1.5 <u>COMMON AREA FACILITIES AND AMENITIES</u>
 shall include corridors, stair-ways, passage-ways, drive-ways,
 common lavatories, pump room, underground water reservoir,
 overhead water tank, water pump and motor, Lift and other

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facilities attached thereto.

1.6 OWNERS' ALLOCATION shall mean as follows :

The Land Owners herein shall entitled to get the following areas out of the proposed building as follows:

- a) One self contained residential Flat measuring covered area of 650 Sq.ft. more or less, on the First Floor, South facing
- b) One self contained residential Flat measuring covered area of 650 Sq.ft. more or less, on the First Floor, South facing
- c) One self contained residential Flat measuring covered area of 400 Sq.ft. more or less, on the First Floor, North facing
- d) One self contained Garage measuring covered area of 150 Sq.ft. more or less, at the Ground Floor, out of the proposed multi-storied building, alongwith the undivided proportionate share of land and common rights and facilities of the said proposed building.

It is to be mentioned herein that, if the aforesaid area of the Owner's allocated Flat increased and/or decreased at the time of final measurement, on that event the said extra area will be adjusted @ Rs. 2,300/- per Sq.ft. and both the parties herein agreed with the same.

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Except the aforesaid Units, the <u>OWNERS</u> herein, shall jointly entitled to get a total sum of Rs. 23,00,000/- (Rupees Twenty Three Lakh) only from the Developer herein as the following installments:

- a) Rs. 1,50,000/- (Rupees One Lakh Fifty thousand) only on or before the date of execution of this agreement.
 - b) Balance sum of Rs. 21,50,000/- (Rupees Twenty One Lakh Fifty thousand) only on or before the date of handover the Owner's allocated Units in several installments.
 - 1.7 <u>DEVELOPER'S ALLOCATION</u> shall mean the remaining entire constructed area of the proposed building to be constructed on the said premises after deducting the Owner's Allocation including proportionate share of the common facilities and amenities.
 - 1.8 THE ARCHITECT shall mean such qualified Architect / Architects who being appointed by the Developer shall design and plan the building on the said premises and obtain the required sanctioned for construction of such building from the appropriate authorities.
 - 1.9 <u>BUILDING PLAN</u> would mean such plan to be prepared by the Architect for the construction of the building

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and to be sanctioned by the Madhyamgram Municipality with such addition, alteration or modification as may be made by the Developer from time to time.

- 1.10 <u>TRANSFER</u> with its grammatical variations shall include transfer by possession and by any other means adopted for effecting legally transfer of four-storied building to purchasers and Owners thereof.
- 1.11 TRANSFEREE shall mean a person, firm, limited company, Association of persons to whom residential Flat/ Flats or space in the Building has been transferred.
- 1.12 WORDS INTERPRETATION: Singular shall include plural vice versa and masculine include feminine and neuter gender as vice versa.

ARTICLE - II. COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement and the building will be completed within 30 (Thirty) months from the date of Sanction of Building Plan from the local Municipality. The said period shall be extended for further 06 (Six) months subject to force majure and/or amicable decision between the parties herein.

ARTICLES - III, OWNERS' RIGHT AND RESTRICTIONS

- absolutely seized and possessed of and / or well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring an area of 02 Cottahs 05 Chittacks, be the same a little more or less, alongwith 1529 Sq.ft. Two-storied building erected thereon, comprising in R.S. Dag No. 387, corresponding to L.R. Dag No. 3754, being L.O.P. No. 326D, under L.R. Khatian No. 2602 (recorded in the name of Shyamal Kumar Roy), lying and situated at MOUZA CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 40, Biresh Pally (North) Road, P.S. Barasat now Madhyamgram, A.D.S.R.O. Barasat, District North 24 Parganas.
- 3.3 The said premises is free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisition, requisitions whatsoever or howsoever subject to what have been stated hereinbefore and the Owners have good and marketable title in all respect of the said premises.
- 3.4 That the Owners are entitled to sell, convey and transfer the Owners' Allocation after getting possession from the Developer as per terms of this Agreement.



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3.5 No part of the said property and / or premises is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the Owners.

ARTICLE - IV. DEVELOPER'S RIGHTS

- 4.1 The Owners hereby granted subject to that has been hereunder provided, exclusive right to the developer to develop the said premises by way of constructing a multi-storied building thereon in accordance with the building plan to be sanctioned by the Madhyamgram Municipality with or without any amendment and / or modification thereto made or caused to be made by the parties hereto.
- 4.2 All applications, declarations, Deed, Plans and other papers and documents, as may be required by the Developer for the purpose of developing and obtaining necessary sanction or permission from the appropriate authorities concern, shall be prepared and submitted by the Developer on behalf of the Owners. If the Owners signature is required then Owners will bound to further signature on such documents and papers. The developer shall pay and bear all fees cost and expenses out of his own fund including Architect's fees charges expenses required to be paid or deposited for the purpose of entitled to all refunds or all payments and / or deposits made by the

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Developer on behalf of the Owners on production of supporting papers in case this agreement fails.

- 4.3 It is made clear that save and except the share of the Owners in the proposed building as mentioned hereinbefore ail other area, floors and flats will be the property of the developer herein and if the developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer.
 - 4.4 Nothing in these presents shall be construed as assignment or conveyance in law by the Owners at this stage but the Developer shall have right to mortgage before any Financial Institution in respect of the Developer's Allocation in the said premises or any party thereof and the Developer shall have right, title or interest in the Developer's Allocation on the basis of this Agreement and exclusive licence to the developer hereby given to develop the same in terms hereof and to deal with the developer's allocation.
 - 4.5 The Developer herein shall have every right to construct several multi-storied building to form a Housing Complex, by amalgamating one or more adjacent plot of land and in this regard the Owners herein agreed to co-operate with

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the Developer herein in all aspects.

ARTICLE - V. PROCEDURE

5.1 The Owners shall execute and register an irrevocable General Power of Attorney and/or give necessary authority in writing in favour of the Developer or its nominated person or persons without raising any question in this regard for smooth construction of building work on the said property and/or obtaining sanction plan on the express assurance given by the Developer that in event the Owners shall be responsible for any acts, deeds or things done by the Developer by virtue of such authority.

ARTICLE-VI. DEALINGS OF SPACES IN THE BUILDING

- 6.1 The Developer shall on completion of the flats in respect of the Owners' Allocation in the building, put the Owners undisputed possession of the Owners' allocation TOGETHER WITH the right to use in common for the common facilities and amenities to be enjoyed proportionately with other Owners of Flat or Flats.
- 6.2 The Owners will be entitled to transfer or otherwise deal with the Owners' allocation in the building on the same conditions and covenants as per transfer Deed of the Developer's

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Allocation.

- 6.3 The developer being the party of the second part shall be at liberty with exclusive right and authority to negotiate for the sale or the transfer of floors/flats together with proportionate share of land, excluding the space provided for Owners' allocation, as mentioned hereinbefore, of the said proposed building on the said premises with any prospective buyer/s before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the developer and the Owners herein will have no right and share and will not be entitled to claim any portion thereof.
- or conveyances in favour of the intending purchaser or purchasers from the developer's allocation of the building on behalf of the Owners on the strength of the Registered Developement Power of Attorney which will be executed in favour of the Developer, through the Developer's Advocate Mr.

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Krishnendu Chakraborty, <u>PROVIDED HOWEVER</u> the costs of the Deeds Conveyance or Conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser/s.

ARTICLE -VII. BUILDINGS

- 7.1 The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the sanctioned plan with modification or variation thereof with such materials and with such specification as are mentioned in the Second Schedule hereunder written and or as may be recommended by the Architect from time to time.
- 7.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto be provided which are not inferior to the standard as mentioned in the Municipal building Laws.
- 7.3 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building and various units / flats and / or apartments therein in accordance with the sanctioned building plan.

ARTICLE - VIII. COMMON FACILITIES



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- 8.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as on and from the date of execution of this Agreement and all arear dues and charges to be borne by the Owners.
 - 8.2 As soon as the Owners' Allocation in the building is completed, the developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building, After 30 days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes rates duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as a whole.
 - 8.5 The Owners shall not do any act deed or thing whereby the developer shall be prevented from construction and completion of the said building as per approved plan or due modification or variation thereon.
 - 8.6 Both the developer and the Owners herein shall

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enjoy their respective allocations / portions in the said building under their respective allocations / portions in the said building under their occupation forever with absolute right of alienation transfer, gift, etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances and shall pay all the taxes, fees and charges according to their proportion of measurement.

ARTICLE - IX. COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the same restrictions and use as is applicable to the developer's allocation in the building intended for common benefits of all occupiers of the building which shall include as follows:

- 9.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 9.2 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless: -
- a) Such party shall have observed and performed all

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terms and conditions on their respective part to be observed and / or performed.

- b) The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all charges, taxes, fees whatsoever shall be payable in relation to the area in each of their respective possession.
- 9.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, statutory bodies and / or Local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws, bye-laws, rules and regulations.
- 9.5 Neither party shall throw garbage nor any dirt or rubbish in the common spaces.

ARTICLE -X. OWNERS' OBLIGATIONS

10.1 The Owners doth hereby agree and covenant with the developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any interference or hindrance is caused by the Owners or their agents, servants representatives causing (Page: 20)

hindrance or impediment to such construction the Owners will be liable for damages.

10.2 The Owners doth hereby covenant with the developer not to do any act deed or thing whereby the developer may be prevented from selling, assigning and / or disposing of any of the developer's allocated portion in the proposed building at the said premises in favour of the intending buyers of flats / apartments in the said building. The Owners further give undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility.

and power to terminate and / or determine this agreement as well as till the date of transfer or sale of the said flats on the said buildings. If the Owners revoke the said Power of Attorney then the Owners shall have full liability and responsibility to pay all the expenses, charges and damages to the Developer immediately to that effect. It is recorded herein that the completion period of the proposed building shall be only 30 months from the from the date of delivery of vacant khas possession of the existing land and building in favour of the Developer. If the Developer fails to complete the said

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proposed building as stated above In that event Owners shall allow three months more to complete the said proposed building.

10.4 The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises / lands or any portion thereof at any time during the subsistance of this Agreement if do so shall be fully liable to compensate the Developer.

10.5 That the Owners shall be liable and responsible for litigation if any arise due to defects of title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or by contigious land Owners, then the Developer will be entitled to get compensation and cost of litigation from the Owners which will be incurred by the Developer during such litigation.

10.6 That the Owners hereby agreed with the developer that if the Owners want to do additional works of their allocation then the extra charges will be paid by the Owners to the Developer immediately before such extra work and the Developer will complete the said work through its men and agent during the construction of the Building.

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ARTICLE -XI. DEVELOPER'S OBLIGATIONS

- 11.1 The Developer hereby agrees and covenants with the Owners not to transfer and / assign the benefits of this agreement or any part thereof without the consent in writing of the Owners. But the Developer shall have right to take partner for completion of the said project.
 - 11.2 The Developer hereby agrees and covenants with the Owners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
 - 11.3 The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from enjoying selling assigning and/or disposing of any part of the Owners' allocations in the building at the said premises.
 - 11.4 The Owners hereby authorised the Developer to demolish the existing old building of the said premises at their own costs and expenses and shall take the benefit of said building materials whatspever without any further consent.

ARTICLE -XII. OWNERS' INDEMNITY

12,1 The Owners hereby undertake that the Developer shall be entitled to the said construction subject to the good

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and marketable goods and materials and shall enjoy their allocated portions would be morefully and particularly delineated in the Map or Plan without any interference and/or disturbances whatsoever.

ARTICLES - XIII, DEVELOPER'S INDEMNITY

13.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sorts of act or ommissions or commissions of the developer in relation to the making of construction of the said new building strictly in terms of the plan to be sanctioned by the Madhyamgram Municipality on that behalf and all liabilities, accident occurs dispute arises, payments of dues, if any, etc.

ARTICLE - XIV. MISCELLANEOUS

- 14.1 The Owners and the developer have entered into the Agreement purely as a contract on the basis of this Joint Venture Agreement and under any circumstances this shall not be treated as partnership and /or Associations of persons in between the Owners and the developer.
- 14.2 The Developer shall make necessary arrangement for shifting of the Owners on temporary basis if required.
 - 14.3 It is also agreed by and between the parties that

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the Owners shall not be liable for any dispute with regard to any contract by and between the developer and labour, contractor or intending purchasers. It is further agreed that for better interest of the intending purchasers Owners will put their signature on the Sale Agreement without seeing the consideration money.

14.4 Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledge or set by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the developer by the Owners if delivered by hand or sent by pre-paid registered post to the registered office of the developer.

14.5 The Developer shall frame scheme for the management and administration of the said building and/or common parts thereof. The Owners, hereby agree to abide by all the rules and regulations to be framed by any society / association / holding / organisation and/or any other organisation who will be in charge of such management of the affairs of the building and / or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made

clear that the Owners and proposed purchasers of the respective flat shall maintain the said building after the hand over possession to the prospective buyers by the Developer.

14.6 The building proposed to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the Second Schedule hereunder written.

Owners shall have no right, title and interest in respect of the Top roof of the proposed building. Prior to that Owners shall have right to ingress and egress for T.V. Antenna or other fittings thereto and other urgent necessary purpose only. The Developer herein shall have every right to use the said Top Roof of the proposed multi-storied building for his own commercial use and he shall construct further floor over the said Roof according to the permission of local municipality.

ARTICLE - XV. FORCE MAJURE

15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

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ARTICLE -XVI. PANEL CLAUSE

- 16.1 The Developer shall take Completion Certificate of the Building from the Madhyamgram Municipality after completion of the proposed project and a copy of the same will handover to the Owners herein.
- 16.2 Both the parties herein agreed that if any dispute arises in between the parties in regard to the terms and conditions of this Agreement then the parties shall have right to settle the dispute amicably at first if failed to do so then the aggrived party shall inform the matter to other in writing before taking any legal steps to each other.
- 16.3 Notwithstanding any thing contained hereinabove both parties shall have the right to use for Specific Performance of this Contract against the other.

ARTICLE -XVII : JURISDICTION

17. The Courts of North 24-Parganas alone 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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THE FIRST SCHEDULE ABOVE REFERRED TO

area of 02 (Two) Cottahs 05 (Five) Chittacks, be the same a little more or less, alongwith 1529 Sq.ft. Cemented Flooring Two-storied (764.5 Sft. in each Flr.) building erected thereon, comprising in R.S. Dag No. 387, corresponding to L.R. Dag No. 3754, being L.O.P. No. 326D, under L.R. Khatian No. 2602 (recorded in the name of Shyamal Kumar Roy), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 40, Biresh Pally (North) Road, P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas, which is butted and bounded by:

ON THE NORTH : Bapi Ghosh & Others.

ON THE SOUTH: 8' wide Municipal Road.

ON THE EAST : Bimal Roy [L.O.P. No. 326C]

ON THE WEST : Abinash Apartment [L.O.P. No. 327].

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS' ALLOCATION / CONSIDERATION

The Land Owners herein shall entitled to get the following

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areas out of the proposed building as follows :

- a) One self contained residential Flat measuring covered area of 650 Sq.ft. more or less, on the First Floor, South facing
- b) One self contained residential Flat measuring covered area of 650 Sq.ft. more or less, on the First Floor, South facing
- c) One self contained residential Flat measuring covered area of 400 Sq.ft. more or less, on the First Floor, North facing
- d) One self contained Garage measuring covered area of 150 Sq.ft. more or less, at the Ground Floor, out of the proposed multi-storied building, alongwith the undivided proportionate share of land and common rights and facilities of the said proposed building.

It is to be mentioned herein that, if the aforesaid area of the Owner's allocated Flat increased and/or decreased at the time of final measurement, on that event the said extra area will be adjusted @ Rs. 2300/- per Sq.ft. and both the parties herein agreed with the same.

Except the aforesaid Units, the <u>OWNERS</u> herein, shall jointly entitled to get a total sum of Rs. 23,00,000/- (Rupees Twenty Three Lakh) only from the Developer herein as the following installments:



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- a) Rs. 1,50,000/- (Rupees One Lakh Fifty thousand) only on or before the date of execution of this agreement.
- b) Balance sum of Rs. 21,50,000/- (Rupees Twenty One Lakh Fifty thousand) only on or before the date of handover the Owner's allocated Units in several installments.

DEVELOPER'S ALLOCATION

Developer's Allocation shall mean the remaining entire constructed area in the proposed building to be constructed on the said premises after deducting the Owners' Allocation including proportionate share of the common facilities and amenities of the proposed newly building.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Details of construction of the Flat)

Foundation: R.C.C. Fondation and framed structure.

Walls: Brick walls 8 inchs outside and 5 inchs inside) with Cement Mortar.

Walls (internal): Plaster of paris will be provided on all the walls and ceiling.

Walls (External) : Snocem paint

Floors : Floor tiles with skirting on all sides.

Doors : Frames of good quality wood & high quality

(Page: 30)

, flash door. Main door will be wooden alongwith magic eye.

Window: Windows will be made of Aluminium frame and Shutter with M.S. grill covering.

Sanitary & Plumbing : Concealed with G.I. Pipe & C.P. fittings.

Kitichen: Kitchen platform in built with Black Marble stone along with Sink to be included The wall is to be covered by Glazed tiles upto 2 feet height.

Water Supply: Drinking water is to be consumed from Deep tube-well and for this purpose water lifting pump with Electric Motor have been provisioned in the Apartment. When requirement arises, any flat owner lift water by switching on the Electric Motor.

Toilet: Floor of the toilet will be covered by Floor tiles and the walls shall, however, be covered by Glazed tiles upto 5 fit height. Where there are two toiletts, one Commode fittings shall be installed at attached Bedroom and the other of Indian style. In case of one toilet, commode of Indian style would be provided. All the fittings will be of C.P. brass of genuine make.

Electric wiring: All Electric wiring will be concealed and adequate sockets shall be provided.



(Page: 31)

Electric power / Meter for consumption: The cost for procurement of electric meter from WBSEDCL to be borne by each Flat owner. If it is agreed, the Flat owner should pay a sum of Rs. 40,000/- (Rupees Forty Thousand) only to the Developer as an advance towards Security deposit to meet up the formalities for getting electric meter in their respective flat/ shop (including the Transformer Charges). It may be changed subject to present situation.

Light points: There shall be One Fan + Two light points in Bedroom, One Fan + Two light points in living room and One light + One Electric Stove points in Kitchen, and other necessary points will be given by Developers. Additional points, Inverter, Geizer and A/C Point may however, be done on extra payment.

15. EXTRA WORK: Any work other then specified above would be regarded as extra work which shall be done by the Developer after payment of such work. (Page: 32)

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES :

1. Marial Drop.

Darkonthologia.

Moader yodhyain.

November 100 Sanchita Roy

November 100 Sanchita Roy

2. Anixbain Bisson Rabindrapally 1st Lane, Madhyangram, Kolkata-700130

Sayantan Rox.

SIGNATURE OF THE OWNERS

R. J. CONSTRUCTION

Roji'b Biswas, Joygonsaha

SIGNATURE OF THE DEVELOPER

(Page: 33)

MEMO OF CONSIDERATION

RECEIVED from within named Developer herein a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty thousand) only, as follows:

Date	'Cheque/Cash	* 6	Bank	Amount
15/03/2019	001187		Madhyamgram	50,000.00 4,00,000.00
15/06/2019	064328	0.8.0	. Madhyamgrom	/

Total Rs. 1,50,000.00

WITNESSES :

1. Bailounttaled.

1. Bailounttaled.

2. Aurbon Blown

Rabindrapolly 15+Lone,

Madwan gram.

Kolkata - 700130

sukla Rof. Sanchita Rof

Sayantan Roy

SIGNATURE OF THE OWNERS

Drafted by:

Kristmendu Chakerbroty.

Krishnendu Chakraborty

Advocate.

Dist. Judges' Court, Barasat, North 24 Pgs.

Letter Settings:

(Kuntal Singha Roy) Barasat Court.

NDER RULE 44A OF THE I.R. ACT 1908 Shukla Roy Name: LITTLE RING MIDDLE FORE THUMB THUMB FORE MIDDLE LITTLE RING Signature of the Presentant Executant Claimant/Attorney/Principal/Guardiar/Testator. (Tick the appropriates status) (2) Name: Somehita Roy. MIDDLE LITTLE RING FORE THUMB LITTLE MIDDLE RING THUMB ডান হাত All the above fingerprints are of the above named person and attested by the said person. Signature of the Presentant THUMB THUMB FORE MIDDLE RING LITTLE ডান হাত Sayantan DEY. Signature of the Presentant

N.B. ; L.H. = Left hand finger prints & R.H. = Right hand finger prints.

Name :	Rajio	E 44A O			
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THUMB	FORE	MIDDLE	RING	LITTLE	. =
					থা এটি জিলেন ডান হাত
	Tay Gre	executant Claiman		uardian/Testator. (Tick	the appropriates statu
LITTLE	RING	MIDDLE	FORE	THUMB	
		. In			(金)
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V. 10**		200		T I	পুদুজ ১৯৮ ডান হাত
Jay G	the Presen		FORE	THUMB	বাম হাত
) Name :	RING				A T
) Name :	FORE	MIDDLE	RING	LITTLE	PHOTO PEST

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

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

19-201920-002863299-1

GRN Date: 20/06/2019 17:33:08

BRN:

IK0ACFRQG1

Payment Mode

Online Payment

Bank:

State Bank of India

BRN Date:

20/06/2019 17:33:57

ld No.: 15251000135068/10/2019

[Query No./Query Year]

Name: Contact No. :

Shukla Roy

Mobile No

+91 7980772467

E-mail:

Address:

Uttar biresh pally

Applicant Name:

Mr Shukla Roy

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks

Sale, Development Agreement or Construction agreement

Payment No 10

Amount[2]

2000

0030-02-103-003-02

2000

In Words:

Total

Major Information of the Deed

peed No	1-1525-05528/2019	Date of Registration 21/06/2019		
Dueny No J. Year	1525-1000135068/2019	Office where deed is registered		
Query Date	13/06/2019 3:45:40 PM	D.S.R III NORTH 24-PARGANAS, District North 24-Parganas		
Applicant Name, Address & Other Details	Shukla Roy Uttar Biresh Pally, Thana: Madhyamgram, District: North 24-Parganas, WEST Mobile No.: 7980772467, Status: Seller/Executant			
Transaction, i	THE LOCAL PROPERTY OF THE WAY	Additional Transaction		
[0110] Sale, Dévelopment A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration (No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	生态的现在分词是这种种的主义的			
Rs. 1,50,000/-	-	Rs. 41,53,001/-		
Stampduty Paid(SD): 1524	1000年1月1日 大阪和田田町 1100年1日	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	,	Rs. 1,553/- (Article:E, E, B, M(b), H)		
The state of the s) from the applicant for issuing the assement slip (Urba		

Land Details:

District: North 24-Parganas, P.S.- Barasat, Municipality: MADHYAMGRAM, Road: Bireshpally Road, Mouza: Chakra Ghata Jl No: 26, Pin Code: 700129

Sch	Ploterin	Khatian Number	Land	Use I ROR	Area of Land	SetForth alue (In Rs.) V	alue (In Rs.)	Other Details
		LR-2602	Bastu	Bastu	2 Katha 5 Chatak	1,00,000/-	30,06,251/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
	Grand	Total:			3.8156Dec	1,00,000 /-	30,06,251 /-	

Structure Details :

Sch	y Structure Details	Area of Structure	Setforth	Market value	Other Details
S1	On Land L1	1529 Sq Ft.	50,000/-		Structure Type: Structure

Gr. Floor, Area of floor: 1529 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

			T 4 1	
 44 40 900 /	50,000 /-	1529 sq ft	Total:	1000
11,46,750 /-	20,000 1-	1000 04 11	7.0-40-7.4	

Lord Details :

Name	Photo	Finger Print	Signature:
mt Sukla Roy (Presentant /ife of Late Shyamal /umar Roy xecuted by: Self, Date of xecution: 21/06/2019 Admitted by: Self, Date of /dmission: 21/06/2019 ,Place Office			Sukla Roy.
	21/06/2019	LTI 21/06/2019	21/66/2015

Uttar Biresh Pally, P.O:- Madhyamgram, P.S:- Madhyamgram, District: Bengal, India, PIN - 700129 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ASQPR7380E, Status :Individual, Executed by: Self, Date of Execution: 21/06/2019

Admitted by: Self, Date of Admission: 21/06/2019 ,Place: Office

Finger Print Photo Smt Sanchita Roy Daugther of Late Shyamal Kumar Roy Sanchita Roy Executed by: Self, Date of Execution: 21/06/2019 , Admitted by: Self, Date of Admission: 21/06/2019 ,Place 21/05/2019 : Office 21/26/2019

Uttar Biresh Pally, P.O:- Madhyamgram, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: AWSPB5685Q, Status : Individual, Executed by: Self, Date of Execution: 21/06/2019 , Admitted by: Self, Date of Admission: 21/06/2019 ,Place: Office

Finger Print a Name Shri Sayantan Roy Son of Late Shyamal Kumar Roy Sodaintan Roy Executed by: Self, Date of Execution: 21/06/2019 , Admitted by: Self, Date of Admission: 21/06/2019-,Place : Office 21/06/2019 21/05/2019

Uttar Biresh Pally, P.O:- Madhyamgram, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN. 700 9 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: EAVPRO727N, Status Individual, Executed by: Self, Date of Execution: 21/06/2019 Admitted by: Self, Date of Admission: 21/05/2019 , Place : Office

Similar Company of the Company of th

per Details :

ame Address Photo Finger print and Signature

RJ Construction

Uttarapan Plaza Rabindra Pally 1st Lane, P.O.- Madhyamgram Bazar, P.S.- Madhyamgram, District -North 2st parganas, West Bengal, India, PIN - 700129 , PAN No :: AAZFR4228C, Status :Organization, Executed by Representative

Representative Details:

No.

Name :	Photo	'Finger Print:	Signature
Shri Rajib Biswas Son of Late Abinash Chandra Biswas Date of Execution - 21/06/2019, Admitted by: Self, Date of Admission: 21/06/2019, Place of			Rojit Bis was
Admission of Execution: Office	Jun 21 2019 10:86AM	LTI 21/05/2015	14/09/2019 Ihvarngram, District:-North 24-Pargana

Rabindra Pally 1st Lane, P.O:- Madhyamgram Bazar, P.S:- Madhy West Bengal, India, PIN - 700130, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India. PAN No.:: AFUPB3332H Status : Representative, Representative of : R J Construction (as Partner) Finger Print

2 P. Street Mamely Co. Shri Joygour Saha Son of Late Sasadhar Saha Date of Execution -21/06/2019, , Admitted by: Self, Date of Admission: 21/06/2019, Place of Admission of Execution: Office





Jaygon Saha

Rabindra Pally, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJJPS7977E Status : Representative, Representative of : R J Construction (as Partner)

Name Photo	Finger Print	Signature
Shri Manab Dey Son of Shri Sudhir Kumar Dey Saikuthadeb Para, P.O Madhyamgram Sazar, P.S Madhyamgram, District, North 24-Parganas, West Bengal, India, PK		March Dey
21/06/201	9 21/4/6/2019	21/06/2019

of property for L1	AND THE PROPERTY OF THE PROPER
From	To, with area (Name-Area)
smi Sukla Roy	R J Construction-1 27188 Dec
smt Sanchita Roy	R J Construction-1 27188 Dec
shri Sayantan Roy	R J Construction-1.27188 Dec
r of property for S1	Section 4 and the section of the sec
From	To. with area (Name-Area)
Smt Sukla Roy	R J Construction-509 66666667 Sq Ft
Smt Sanchità Roy	R J Construction 509 66666667 Sq Ft
Shri Sayantan Roy	R J Construction 509 66666667 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Barasat, Municipality; MADHYAMGRAM, Road: Bireshpally Road, Mouza: Chakra

Sch	No: 26, Pin Code : 700129	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 3754, LR Khatian No:- 2602	Owner শাস্থা কুমার রায়, Gurdian:জগবৰু , Address:নিজ , Classification:আও, Area:0.03800000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 152505528 / 2019

On 13-06-2019 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 41,53,001/-

dinali

Ananda Mohan Nandi DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS

North 24-Parganas, West Bengal

On 20-08-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,553/- (B = Rs 1,500/- ,E = Rs 21/- ,H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 1,553/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2019 3:28PM with Govt. Ref. No: 192019200027896471 on 19-06-2019, Amount Rs: 1,553/-, Bank State Bank of India (SBIN0000001), Ref. No. IK0ACDRXL0 on 19-06-2019, Head of Account 0030-03-104-001-16

at of Stamp Duty

fed that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by by online = Rs.21/scription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
online on 19/06/2019 3/28PM with Govt. Ref. No. 192019200027896471 on 19-06-2019, Amount Rs. 21/-, Bank
State Bank of India (SBIN0000001), Ref. No. IKOACDRNLO on 19-06-2019, Head of Account 0030-02-103-003-02

Ch -wi-

Ananda Mohan Nandi DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS

North 24-Parganas, West Bengal

On 21-06-2019

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.

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

Presented for registration at 10:49 hrs. on 21-06-2019, at the Office of the D.S.R. - III NORTH 24-PARGANAS by Smit Sukla Roy, one of the Executants.

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

Execution is admitted on 21/06/2019 by 1. Smt Sukla Roy. Wife of Late Shyamal Kumar Roy, Uttar Biresh Pally, P.O. Medhyamgram, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu by Profession House wife, 2. Smt Sanchita Roy. Chapter of Late Shyamal Kumar Roy, Uttar Biresh Pally, P.O. Madhyamgram, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu by Profession Student, 3. Shri Sayantan Roy, Son of Late Shyamal Kumar Roy, Uttar Biresh Pally, P.O. Madhyamgram, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu by Profession Student

Indetified by Shri Manab Dey, , , Son of Shri Sudhir Kumar Dey, Balkuthadeb Para, P.O: Madhyamgram Bazar, Thana Indetified by Shri Manab Dey, , , Son of Shri Sudhir Kumar Dey, Balkuthadeb Para, P.O: Madhyamgram Bazar, Thana Madhyamgram , North 24-Parganas, WEST BENGAL, India, PIN - 700130, by caste Hindu, by profession Service Madhyamgram , North 24-Parganas, WEST BENGAL, India, PIN - 700130, by Caste Hindu, by profession Service Madhyamgram , North 24-Parganas, WEST BENGAL, India, PIN - 700130, by Caste Hindu, by profession Service Madhyamgram (North 24-Parganas)

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

Execution is admitted on 21-06-2019 by Shri Rajit Hiswas, Partner, R J Construction (Others), Uttarapan Plaza Rabindra Pally 1st Lane, P.O:- Madhyamgram Hazar, P.S.- Madhyamgram, District-North 24-Parganas, West Bengal India, PIN - 700129

Indetified by Shri Manab Dey, , , Son of Shri Sudhir Kumar Dey, Baikuthadeb Para, P.O: Madhyamgram Bazar, Thana Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700130, by caste Hindu, by profession Service

Execution is admitted on 21-06-2019 by Shri Joygour Saha, Partner, R J Construction (Others), Uttarapan Plaza Rabindra Pally 1st Lane, P.O.- Madhyamgram Bazar, P.S.- Madhyamgram, District-North 24-Parganas, West Bengal, India, PIN - 700129

Indetified by Shri Manab Dey, . . Son of Shri Surthir Known Doy, Baikuthadeb Para, P.O. Madhyamgram Bazar, Thana Madhyamgram, . North 24-Parganas, WEST Br. Nov. 4, India, PIN - 700130, by caste Hindu, by profession Service

24/05/2019 Query No.-15251000135068 / 2019 Doct No.: 152505528 / 2019, Document is digitally signed.

Page 62 of 64

that required Registration Fees payable for this document is Rs 1,553/- (B = Rs 1,500/- ,E = Rs 21/- ,H = Rs

M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 0/-

THE PROPERTY OF THE PARTY OF TH

cription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Inline on 20/06/2019 5:33PM with Govt. Ref. No. 192019200028632991 on 20-06-2019, Amount Rs. 0/-, Bank: State sank of India (SBIN0000001), Ref. No. IKOACFRQG1 on 20-06-2019, Head of Account

Payment of Stamp Duty Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,000/-

1. Stamp: Type: Impressed, Serial no 3380, Amount: Rs.5,000/-, Date of Purchase: 19/06/2019, Vendor name: H C Description of Stamp

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/06/2019 5:33PM with Govt. Ref. No. 192019200028632991 on 20-06-2019, Amount Rs. 2,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKBACHRQG1 on 20-06-2019, Head of Account 0030-02-103-003-02

chast.

Ananda Mohan Nandi DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS North 24-Parganas, West Bengal

24/06/2019 Query No:-15251000135068 / 2019 Deed No :I - 152505528 / 2019, Document is digitally signed.

Page 63 of 64

ate of Registration under section 60 and Rule 69.

Stered in Book - I

wine number 1525-2019, Page from 155481 to 155544 eing No 152505528 for the year 2019.



Digitally signed by ANANDA MOHAN

Date: 2019.06.24 13:17:49 +05:30 Reason: Digital Signing of Deed.

Nach

(Ananda Mohan Nandi) 6/24/2019 1:17:23 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS West Bengal.



24/06/2019 Query No:-15251000135068 / 2019 Dood No :1 - 15; +32.528 / 2019, Document is digitally signed.

Pane R4 of R4