

পশ্চিমবঙ্গ पश्चिम बैगाल WEST BENGAL

P 944863

07/03/18 07/03/18

Development Agreement

THIS DEVELOPMENT AGREEMENT made this 75% day March Two Thousand Eighteen (2018)

BETWEEN



Drup Kr Schoff W. Schoff W



Addi. District Sub-Regist & Belghoria, 24 Pgs. (N) - 7 MAR 2018 (1) SRI PRASENJIT KAR @ SRI PRASENJIT KUMAR KAR @ SRI SAMBHU KAR (PAN APYPK2484B), (2) SRI PREMJIT KAR, (PAN DALPK7704M) & (3) SRI PULJIT KAR (ANMPK1376N) all are sons of late Panu Kar, all are by faith Hindu, by Nationality Indian, by occupation service, all are residing at 40, Old Nimta Road, P.O. & P.S. Belghoria, Kolkata-70056, District North 24 Parganas, hereinafter jointly referred to as the VENDORS/OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives and assigns) of the ONE PART

AND

NIGAM CONSTRUCTION a Proprietorship Firm, having its office at Room No. 4, Ground Floor, Tarun Tirtha, 71, Tarun Pally, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas being represented by its Proprietor SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at "ASTHA ENCLAVE" 52, Dr. S. P. Mukherjee Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS one Sri Guru Prasad Ghosh was absolutely seized and possessed in fee simple possession free from all encumbrances ALL THAT piece and parcel of land measuring an area of 5 Cottahs 2 Chattaks 13 Sq. ft. be the same a little more or less appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian No. 652, lying and situated at Old Nimta Road, P.S. Belghoria, the then District 24 Parganas.

AND WHEREAS by a Bengali Deed of Saaf Bikray Kobala dated 6th October, 1975 made between the said Sri Guru Prasad Ghosh therein referred to as the Vendor of the One part and Sri Prasenjit Kumar Kar therein referred to as the purchaser of the other part and registered at the office of the then sub registrar Cossipore Dum Dum in Book No. I, Volume No.143, Pages from 278 to 280, being No. 8826, for the year 1975, wherein the said Sri Guru Prasad Ghosh



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duly sold transferred and conveyed his right title interest of all that piece and parcel of land measuring about 5 Cottahs 2 Chattaks 13 Sq. ft. be the same a little more or less appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian no. 652, lying and situated at Old Nimta Road, P.S.- Belghoria, the then District 24 Parganas in favour of to the said Sri Prasenjit Kumar Kar

AND WHEREAS having being owner of the said property the said Sri Prasenjit Kumar Kar after sold a portion of land he retained all that land measuring an area of 2 Cottahs 3 Chattaks 3 Sq. ft. and he mutated his name before the concerned Kamarhati Municipality and since then the said property has been reassessed and renumbered as Holding No. 865, Old Nimta Road, P.S.-Belghoria, the then District 24 Parganas

AND WHEREAS the said Sri Prasenjit Kumar Kar after obtaining a building sanction plan from the Kamarhati Municipality constructed a two storied building standing on the said land

AND WHEREAS by a Bengali Deed of Saaf Bikray Kobala dated 19th December 2008, made between the said Sri Prasenjit Kumar Kar therein referred to as the Vendor of the One part and Sri Anil Chandra Das therein referred to as the purchaser of the other part and registered at the office of the Additional District sub Registrar Cossipore Dum Dum in Book No. I, Volume No. 251, Pages from 111 to 116, Being No. 9872, for the year 2008, wherein the said Sri Prasenjit Kumar Kar duly sold transferred and conveyed his right title interest of all that a shop being shop no. 3, having a super built up area of 72 Sq. ft. be the same a little more or less on the South facing on the ground floor together with proportionate area of land and common space for entrance and exits of the said shop appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian no. 652, lying and situated at Premises No. 40, Old Nimta Road, Holding No. 865, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas in favour of to the said Sri Anil Chandra Das



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AND WHEREAS having being owner of the said property the said. Sri Anil Chandra Das mutated his name before the concerned Kamarhati Municipality and since then the said property has been reassessed and renumbered as premises No. 40, Old Nimta Road, Holding No. 865/2, P.S.- Belghoria, District 24 Parganas

AND WHEREAS by a Deed of Conveyance dated 09th February 2018, made between the said Sri Anil Chandra Das therein referred to as the Vendor of the One part and Sri Prasenjit Kumar Kar therein referred to as the purchaser of the other part and registered at the office of the Additional District sub Registrar Cossipore Dum Dum in Book No. I, Being No. 152600930, for the year 2018, wherein the said Sri Anil Chandra Das duly sold transferred and conveyed his right title interest of all that a shop being shop no. 3, having a super built up area of 72 Sq. ft. be the same a little more or less on the South facing on the ground floor together with proportionate area of land and common space for entrance and exits of the said shop appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian no. 652, lying and situated at Premises No. 40, Old Nimta Road, Holding No. 865/2, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas in Favour of to the said Sri Prasenjit Kumar Kar

AND WHEREAS in the event that have happened the said Sri Prasenjit Kumar Kar is thus now absolute owner of all that piece and parcel of land measuring about 2 Cottahs 3 Chattaks 3 Sq. ft. be the same a little more or less together with two storied building having an area of 600 sq. ft. each floor appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian no. 652, lying and situated at 40, Old Nimta Road, Holding Nos. 865 & 865/2, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas fully mentioned in the **First Schedule Part-I** hereunder written

AND WHEREAS one Sri Guru Prasad Ghosh was absolutely seized and possessed in fee simple possession free from all encumbrances ALL THAT piece and parcel of land measuring an area of 1 Cottah 4 Chattaks 0 Sq. ft. be



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the same a little more or less appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1120/1777, R.S. Khatian No. 652, lying and situated at Old Nimta Road, P.S. Belghoria, the then District 24 Parganas

AND WHEREAS by a Bengali Deed of Saaf Bikray Kobala dated 3rd August, 1990 made between the said Sri Guru Prasad Ghosh therein referred to as the Vendor of the One part and Sri Panu Kar therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas in Book No. I, Being No. 4019, for the year 1990, wherein the said Sri Guru Prasad Ghosh duly sold transferred and conveyed his right title interest of all that piece and parcel of land measuring about 1 Cottah 4 Chattaks 0 Sq. ft. be the same a little more or less appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1120/1777, R.S. Khatian No. 652, lying and situated at Old Nimta Road, P.S. Belghoria, District North 24 Parganas in favour of to the said Sri Panu Kar

AND WHEREAS having being owner of the said property the said Sri Panu Kar after sold a portion of land he retained all that land measuring an area of 1 Cottah 1 Chattaks 5 Sq. ft. be the same a little more or less and he mutated his name before the concerned Kamarhati Municipality and since then the said property has been reassessed and renumbered as 40, Old Nimta Road, Holding No. 862, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas

AND WHEREAS the said Sri Panu Kar after obtaining a building sanction plan from the Kamarhati Municipality constructed a one storied building having an area of 700 sq.ft. standing on the said land

AND WHEREAS in the event that have happened the said Sri Panu Kar is thus now absolute owner of all that piece and parcel of land measuring about 1 Cottah 1 Chattaks 5 Sq. ft. be the same a little more or less together with one storied building having an area of 700 sq.ft. standing thereon appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No.



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1120/1777, R.S. Khatian No. 652, lying and situated at 40, Old Nimta Road, Holding No. 862, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas

AND WHEREAS the said Panu Kar died intestate on 7th March 2012 leaving behind them his three sons namely (1) Sri Prasenjit Kumar Kar @ Sri Prasenjit Kar, (2) Sri Premjit Kar, & (3) Sri Puljit Kar as his only legal heirs under the Hindu Succession Act 1956 as his wife Jyotsna Kar predeceased him on 07th February 2009

AND WHEREAS in the event that have happened the said (1) Sri Prasenjit Kumar Kar @ Sri Prasenjit Kar @ Sri Sambhu Kar, (2) Sri Premjit Kar, & (3) Sri Puljit Kar are thus now jointly absolute owner of all that piece and parcel of land measuring about 1 Cottah 1 Chattaks 5 Sq. ft. be the same a little more or less together with one storied building having an area of 700 sq.ft. standing thereon appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1120/1777, R.S. Khatian No. 652, lying and situated at 40, Old Nimta Road, Holding No. 862, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas fully mentioned in the **First Schedule Part-II** hereunder written

AND WHEREAS the said (1) Sri Prasenjit Kumar Kar @ Sri Prasenjit Kar @ Sri Panu Kar, (2) Sri Premjit Kar, & (3) Sri Puljit Kar having decided to develop their aforesaid two plot of land fully mentioned in the First Schedule Part-I & First Schedule Part-II hereunder written and to erect a Multi Storied commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new Multi Storied residential-cumcommercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the Kamarhati Municipality

NOW THIS AGREEMENT WITNESSETH that in pursuance of this Agreement, the parties hereto have agreed for development and for constructing a



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residential cum commercial building on the said plot of land and it is hereby agreed to and declared by and between the parties hereto as follows: -

ARTICLE - I: DEFINITIONS:

Unless the context or subject otherwise, requires, words or expression contained in this agreement shall have the following meaning.

- I. a) THE SAID PROPERTIES/PREMISES belongs to (1) Sri Prasenjit Kumar Kar @ Sri Prasenjit Kar, shall mean and include the land measuring more or less 2 Cottahs 3 Chattaks 3 Sq. ft. be the same a little more or less together with two storied building having an area of 600 sq. ft. each floor appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian no. 652, lying and situated at 40, Old Nimta Road, Holding Nos. 865 & 865/2, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas fully mentioned in the First Schedule Part-I hereunder written.
- b) THE SAID PROPERTIES/PREMISES belongs to (1) Sri Prasenjit Kumar Kar @ Sri Prasenjit Kar, shall mean and include the land measuring more or less 1 Cottah 1 Chattaks 5 Sq. ft. be the same a little more or less together with one storied building having an area of 700 sq.ft. standing thereon appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1120/1777, R.S. Khatian No. 652, lying and situated at 40, Old Nimta Road, Holding No. 862, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas fully mentioned in the First Schedule Part-II hereunder written
- II. THE NEW BUILDING: shall mean and include the new proposed Multi storied residential -cum- commercial building comprising of self-contained residential flats/units / shops / garages/ office spaces on Ownership basis and other structures to be constructed on the said property according to the building plan to be sanctioned by the Kamarhati Municipality building department after demolition of the existing structure standing thereon.



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III. LAND SHALL MEAN: the land contained in "THE SAID PROPERTY" i.e. 2 Cottahs 3 Chattaks 3 Sq. ft. a little more or less fully mentioned in the First Schedule Part-I & 1 Cottahs 1 Chattaks 5 Sq. ft. a little more or less fully mentioned in the First Schedule Part-II hereunder written.

IV. SANCTIONED BUILDING PLAN: shall mean and include the plan for construction of the proposed new building and/or other structures as may be sanctioned by the Kamarhati Municipality and/or other appropriate authority or authorities on the maximum permissible floor area ratio available under the building rules and laws and shall include any amendments thereto and/or modification, elevations, designs, maps, drawing and other specification thereof as may be made from time to time for construction of the proposed Multi Storied building.

V. COMMON AREAS AND FACILITIES: shall include the common areas and facilities in the building for the use of the Owner/Developers and all occupiers of flats and spaces of the building as described in the SECOND SCHEDULE hereunder written;

VI. FLAT/UNIT: shall mean any self-contained space/unit/ office space/garage apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.

VII. CONSTRUCTION AREA: shall mean the total constructible areas as may be sanctioned by the Kamarhati Municipality.

VIII. OWNERS: shall mean the Owners named above including their respective legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

IX. OWNER ALLOCATION: shall mean three numbers flat from the proposed multistoried building together with proportionate share of land, common spaces, staircase & ors. in the following manner:-



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- a) One flat having covered area 640 sq.ft. more or less on the south-west portion on the first floor.
- b) One flat having covered area 640 sq.ft. more or less on the north-west portion on the first floor.
- c) One flat having covered area 640 sq.ft. more or less on the north-west portion on the second floor and
- d) a sum of Rs. 45,00,000/- (rupees forty five lakh only) out of which Rs. 14,00,000/- (rupees fourteen lakh) only shall be paid at the time of registration of Development Agreement and Development Power of Attorney, Rs. 6,00,000/- (rupees six lakh) only shall be paid after shifting of the owners, Rs. 9,00,000/- (rupees nine lakh) only shall be paid after completion brick work and balance amount of Rs. 16,00,000/- (rupees sixteen lakh) only shall be paid at the time of handing over the owners allocation.
- X. DEVELOPER/PROMOTER: shall mean the Developer named above and include their legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.
- XI. PURCHASER: shall mean and include any person, persons individual, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.
- XII. DEVELOPER'S ALLOCATION: Shall mean remaining portion of the constructed area of the building along with proportionate area of land and common spaces and others facilities after provisions of Owners allocation in terms of clause IX and all the sell proceed of the Developer allocation shall be received by the Developers i.e NIGAM CONSTRUCTION and registered the Deed of conveyance/conveyances in favour the intending purchaser/purchasers.
- XIII. ARCHITECT: shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the Kamarhati Municipality to be



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XIV. FLOOR AREA RATIO: shall mean the floor area ratio available for construction in "the said Premises" according to the prevalent Municipal Law.

XV. ROOF: shall mean and include the entire open space of the roof and/or top of the Building, excluding, the space required for the installation of the overhead Water Tank, T.V. Antena, Staircase cover and other facilities.

XVI. ENCUMBRANCES: shall mean charges, liens, lispendens, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and Public Authorities.

XVII. SINGULAR NUMBER: shall include the plural and vice-versa.

XVIII. MASCULINE GENDER: shall mean and include feminine Gender and vice versa.

XIX. COVERED AREA: shall mean the covered area including lift & stair proportionately of the said flat/unit/godown/garage.

XX. The Developer at their own costs and expenses shall bring the main electric line in the premises and the flat owners shall pay Rs. 15,000/- (Rupees Fifteen Thousand) only each flat to the Developer towards costs and expenses of their own electric meter from the concerned Electricity Board. In case of installation of transformer all the flat owners shall bear expenses proportionately.

ARTICLE II: OWNER'S REPRESENTATION & INDEMNITY ON TITLE:

i) The Owners hereby declares that he/they are the sole and absolute Owners of the said property mentioned in the First Schedule Part-I & First Schedule Part-II hereunder written and the same is free from all encumbrances and the Owners have a good and marketable title in respect thereof and there is no impediment to the development of the said property and/or entrusting the work of the construction of the building to the Developer in the manner as herein agreed upon. Further more Owners also declare that the said property is in **their** physical possession and occupation.

- All original documents i.e. Deeds, Parcha, rent receipts etc. shall be handed over by the owners to the developer at the time of execution of this Agreement and registered a development Power of Attorney in favour of NIGAM CONSTRUCTION
- ii) The Owners agrees that after the execution of this Agreement the Owners shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.
- The Owners hereby also undertakes that the Developer shall have the right to amalgamation with the adjacent plot in to a single plot if require and shall be entitled to construct and complete the new Multi Storied building on the said property as per the plan to be sanctioned by the Municipality and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and all the Owners hereby undertakes to indemnify and keep the Developer indemnified against all losses, damage, costs charges and expenses incurred as a result of any breach of this undertaking.

ARTICLE - III: DEVELOPER'S REPRESENTATION

 The Developer also hereby undertakes to construct the new Multi Storied building in accordance with the sanction plan at its own costs.



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ii) In carrying out the said development work and/or construction of the new building the Developer shall keep the Owners indemnified from and against all third party claims or compensations and actions due to any act of omission, commission or technical defect of the contractor or any accident in or related to the construction of the building for which the entire legal responsibility shall be of the Developer.

ARTICLE IV: EXPLOITATION RIGHT:

- The Developer shall get the Building Plan prepared by a duly licensed building Architect as stated hereinabove for the construction of the building and submit the same to the Kamarhati Municipality for necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the construction of the new building in the said property and also to get the same duly sanctioned and/or approved. The Developer shall be entitled to take all such change or modifications in the plan or plans from time to time as may be required by the Municipality or the Government or any other authority or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payments required for the preparation and sanction of the plan and all other incidental expenses for the above noted purposes stated hereinabove should be paid and borne by the Developer herein. Provided always that the Developer shall be entitled to all refunds of payments and/or deposits made by the Developer to any authority firm or person(s).
- The said Owners shall sign all papers, which may be required for the sanction of the plan.
- iii) The Owners shall make the said property available to the Developer immediately on execution of these presents for the preliminary and preparatory work for its development and construction of the building.



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iv) The Developer at its own costs and expenses shall demolish the existing structure standing on the said land and shall be entitled to sell or otherwise utilize the entire demolished structures for its personal gain.

ARTICLE: V: BUILDING

- i) The Developer shall at its own cost construct the building in or upon the said property in accordance with the sanctioned plans which will be sanctioned by the Developer without any hindrance or disturbance by or on behalf of the Owners or any person claiming under them.
- ii) The Developer shall be entitled to apply for in the name of the Owners and obtain quota, entitlement and other allocation of or for cement, steel, bricks and other materials as may be allowable for the construction of the building.
- temporary and/or permanent connection of water, sewage, electricity power, telex, telephone and/or gas to the building and other public utilities and facilities to the said property during the period of construction. The Owners or their legal heirs or assigns shall sign, execute and deliver all papers and applications signifying their consent and approval to enable the Contractor to obtain such public utility serviced and facilities.
- iii) The Developer hereby undertakes to prepare the new Building plan and keep it ready for submission before the authorities concerned for the sanction thereof immediately after execution of the instant Development Agreement and start construction within six months from the receipt of the sanctioned plan from the **Kamarhati Municipality** and to complete the construction of the building diligently and expeditiously and shall offer the Owner's allocated portion to the Owner within **24 months** from the date of sanction of the building plan unless prevented by circumstances beyond its control. In such eventualities the time shall be reasonably extended by the Owners but not exceeding more than six months.



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- v) Simultaneously with the execution of these presents, the Owners shall execute Development Power of Attorney in favour of the Developer authorizing them to represent the Owner before the Kamarhati Municipality, or any other authority or authorities including registration office for registration the developers allocation to the intending purchaser or purchasers and to sign any application, Scheme, map, drawing or any other writing in this behalf and to appear before the authority or authorities and to do all acts authorized by the said power of attorney which shall remain operative till the construction of the building.
- vi) That the Developer shall be at liberty to enter into agreement with prospective buyers of the several flats/office space/garage, excepting the Owner's portion at the proposed building with proportionate undivided share or interest in the land of the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and Owner shall not have any claim whatsoever on the same or any part thereof. The Developer shall have the authority or be entitled to deliver khas possession to the said prospective purchasers from the Developers allocation.
- vii) The Developer shall be entitled to give possession and shall execute and register the requisite deed of conveyance or conveyances in favour each of the intending Purchaser/Purchasers as per agreement for sale which is to be entered in between the Developer and the intending Purchaser or Purchasers and the Owners shall be debarred from demand or claiming for any consideration money or value in respect of the land or any thing attached thereto from the Developer and/or from the intending Purchaser/ Purchasers.
- viii) The Owners shall pay all outstanding arrears of Municipal Taxes and other out goings if any in respect of the said land. The Developer shall pay the Municipal and other Government rents and taxes from the date of handing over possession of the said plot of land by the landowners and the landowners shall be liable for proportionate taxes and rents to the Government only in respect of their share as mentioned above as Owner's Allocation upon getting physical



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possession along with separate possession letter with site plan duly signed by the parties of each flat of their share of allocation of the building.

- The Developer shall be at liberty to negotiate for and finalize sale/lease/mortgage/transfer on or in any manner of the total area excluding the reserved areas for the Landowner fully mentioned in the Article-I, Clause-IX with any prospective buyer or buyers or financer before or in course of construction or after the construction together with undivided proportionate share of land on which the said multistoried building will be constructed and common passage, space and all other common facilities and amenities of such consideration and on such terms and conditions and with such person or persons as the developer shall think fit and proper. It is clearly agreed and declared that consideration money for such transfer as aforesaid including earnest money or initial payments or part payments, full payment thereof shall be received by and belong absolutely to the Developer and the Owners shall not be entitled to any portion thereof.
- x) The Developer shall be entitled to put their sign boards on the said land stating the name of the developer, their address and other particulars as may be required from the date of execution of this agreement. The Developer has the sole right to advertise in the daily news papers, magazines, radio, T. V. or any manner whatsoever in the name of the firm or self for publicity and sale of flats or shops which shall within the Developers allocation.
- xii) Be it specifically mentioned herein that the legal heirs and successors of the present Owner and their heirs, executors, administrators, legal representatives should remain bound to abide by all the terms and conditions mentioned in this agreement if the Owner/owners expire during the completion of the construction of the proposed new building.
- xii) It is further specifically agreed that a notice addressed to either party by a registered post with A/D. shall be deemed to be a valid notice duly served upon the parties.



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ARTICLE - VI: CONSIDERATION & SPACE ALLOCATION:

- i) Upon completion of the construction of the new building the Owners shall be allotted the Owner's portion in terms of Article I, Clause IX with the proportionate share or interest in the land, common areas including common roof right, and other facilities. Also upon completion of construction of the new building the Developer's portion shall belong to the Developer exclusively and the developer shall be entitled to deal with and dispose of its portion together with the undivided proportionate share or interest in the land, common areas including common roof right, and other facilities.
- ii) The Owners shall be entitled to transfer or dispose of the Owner's portion of the building with right to use the common areas and facilities situated thereon without any rights, claim demand, interest and whatsoever or howsoever of the Developer and any person or persons lawfully claiming on its behalf shall not in any way interfere with and disturb the quiet and peaceful possession of their portion.
- The Developer shall also be similarly exclusively entitled to the (iiii Developer's portion in the Building same as Owners and in the common area and facilities situated thereon with the exclusive right to deal with enter into agreement, sell the same and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owner or any other person or persons lawfully claiming through them and shall not in anyway interfere with or disturb the quiet and peaceful possession of the developer's portion. Provided always that after the commencement of construction of the Building the Developer shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of the Developer's portion on its responsibility and to receive earnest money and payments for the sale of the area of the Developer's portion for which the Owner shall in no way be responsible. Similarly after the commencement of construction of the Building the Owners shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of their portion on their responsibility and to receive earnest money and



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payments for the sale of the area of the Owner's portion for which the Developer shall in no way be responsible.

ARTICLE: VII: COMMON FACILITIES:

The owners shall bear and pay all rates and taxes and all other outgoings in respect of the said premises till the end of last quarter immediately preceding the execution of the Agreement. Thereafter the developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises till the Owner are provided with the Owner' portion of the Building.

ARTICLE - VIII: MISCELLANEOUS:

- i) The Owners and the Developer have executed this Agreement purely on Principal to principal basis and nothing stated herein shall be deemed or constructed as a Joint Venture or Joint Adventure between the Owners and the Developer, nor shall the Developer and Owners in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- ii) The Owners or the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of Force-Majeure with a view that obligation of the party affected by the Force-Majeure shall be suspended for the duration of the Force-Majeure.

ARTICLE VIII - JURISDICTION

Only Courts in the competent jurisdiction in the District of North 24 Parganas and/or Hon'ble High Court, Calcutta shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

THE FIRST SCHEDULE PART-I ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area of 2 Cottahs 3 Chattaks 3 Sq. ft. be the same a little more or less together with two storied building



Addl. District Sub-Registre. Beighoria, 24 Pgs (N)

having an area of 600 sq. ft. each floor appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1777, R.S. Khatian no. 652, lying and situated at 40, Old Nimta Road, Holding Nos. 865 & 865/2, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas which is butted and bounded as follows:-

ON THE NORTH BY :

Property of Sri Prasenjit Kumar Kar;

ON THE SOUTH BY

23'-00" Old Nimta Road;

ON THE EAST BY

House Swadhin Kar &

ON THE WEST BY

Property of Mira Kundu.

THE FIRST SCHEDULE PART-II ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area of 1 Cottah 1 Chattaks 5 Sq. ft. be the same a little more or less together with one storied building having an area of 700 sq.ft. standing thereon appertaining to Mouza Belghoria, J.L. No. 3, R.S. No.17, Touzi No. 178, R.S. Dag No. 1120/1777, R.S. Khatian No. 652, lying and situated at 40, Old Nimta Road, Holding No. 862, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas which is butted and bounded as follows:-

ON THE NORTH BY

House of others;

ON THE SOUTH BY

4'-00" common passage thereafter property of

Prasenjit Kar;

ON THE EAST BY

Property of Swadhin Kar &

ON THE WEST BY

House of Mrs. Kundu.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Common Area

- a) Land Mentioned in the First Schedule.
- b) The beams, supports, main walls, corridors, lobbies, stairs, landings, stairways, pump room, electric meter room, entrance to and exit from the building and other areas and space of the Building intended for common use.
- Installation of common services such as water, sewerage etc.
- Pumps, motors, pipes, ducts and all apparatus and installations in the said building for common use.



Addl. District Syb-Regist: #Belshoria, Z4 Pgs (N)

- e) Overhead water tanks and reservoir.
- f) The roof of the building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

- I. Construction will be RCC Framed Structure with Steel & Cement.
- II. All walls will be 200mm /125mm/75mm.
- III. Internal walls will be POP finish over Cement Plaster work.
- IV. All Doors will be good quality commercial Flush Doors.
- V. Flooring of flats will be a good quality marble /vitrified tiles with 4" skirting and cooking platform will be of black stone with steel sink with one-tap point.
- VI. Toilet one number commode, white cistern of ISI branded, two-tap point and one shower point.
- VII. All concealed line will be PVC wire and outer lines will be branded 'CPVC'.
- VIII. Toilets will be provided with good quality fittings with 6'6" tiles.
 - IX. Sanitary fittings will be white good quality fittings .i.e ISI brand.
 - External finish will be designer weather coat.
 - XI. Main & others doorframes will be provided by Shawl wooded and others door will be provided commercial flush door and bathroom will be provided PVC frame and PVC door.
- XII. Main Door will be provided with fittings
- XIII. Electrical: Concealed wiring with good quality Copper wire with branded switch. Total numbers of point will be 20 in case of two-bed room.
- XIV. Window & Grills: aluminum window with glass fittings with safety grill.
- XV. Kitchen will be opened and tiles fittings 2'6".
- XVI. Adequate lighting will be provided in the Common areas.
- XVII. Dining: one white Basin & one Tap point.

Apart from above referred specification if any extra work shall be made in that case extra charges (market value) shall be paid by the owner/vendor.



Addl. District Sub-Registral Belghoria, 24 Pgs (N)

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

SIGNED SEALED AND DELIVERED

by the VENDOR/OWNER at Kolkata in the presence of :

1. Shanoy n Brodere Ef 5 Nilkanthe cholox dem. Belghm'a

207-56.

Sangay Ghosh of 36 Patra Rans Nimta Kell-49

brenser Ken.

Polorie Kor.

SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata in the presence of:

1. Dlanen on Bomica als, Nekouthe champer

Sangary Thosh

NIGAM CONSTRUCTION

Drafted by

Dilip Kumar Saha

Advocate,

High Court, Calcutta

WB/1426/1995



Addi. District Sub-Registra-Beighoria, 24 Pgs. (N)

MEMO

RECEIVED from the above named Developer within mentioned sum of Rs. 14,00,000/- (Rupees fourteen lakh) only by the Vendor as per Memo of Consideration written herein below:

MEMO OF CONSIDERATION

Date	Cheque No.	Bank	Branch	Rupees
02.02.18	000007	Bandhan	Dunlop	3,00,000.00
03.02.18	8,0000	Bandhan	Dunlop	2,00,000.00
07.03.18	266056	AXIS	Panihati	3,00,000.00
07.03-18	266057	AXIS	Panihati	3,00,000.00
07.03.18	266058	AXIS	Panihati	3,00,000.00
07.03.18	266098	AXIS	Panihati	3,0

Total:

Rs. 14,00,000.00

(Rupees Fourteen Lakh only)

WITNESSES: -

1. Shemony of Donick 6/5, newarth chelmy den. 201-50

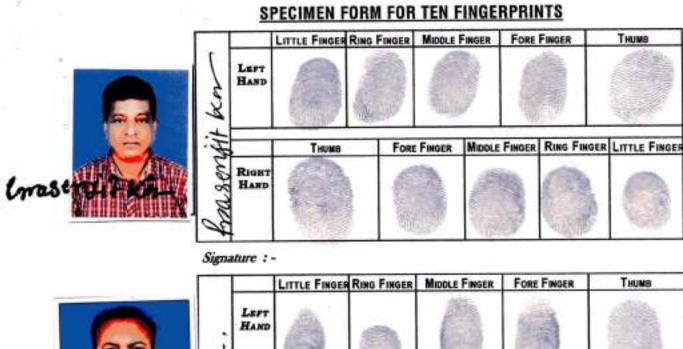
Brasenjit Kan-Bremie Ken.

Signature of the Landowners

2. Sangary Ghosh



Addi. District Sub-Regist & Belghoria, 24 Pgs (N)



		LITTLE FINGER	RING FINGER	MIDDLE	FINGER	FORE	FINGER	Тнумв
j	LEFT HAND	0	0	6				
7 6	Right	Тнимв	Fore	FINGER	Micole	FINGER	RING FINGER	LITTLE FINGER
Pour	HAND				6			0

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Signature :-



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Right				6			A

Signature : -



23	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE	FINGER	Fore	FINGER	ALC: NO.	THUMB
Aam		THUMB	Fore	FINGER	MIDDLE	FINGER	RING FIN	GER	LITTLE FINGER
Com	RIGHT HAND							AND THE PERSON	6



Addl. District Sub-Regist: a. Belghoria, 24 Pgs (N)

Govi, or vvesi perigar Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-018772184-1

Payment Mode

Online Payment

GRN Date: 05/03/2018 09:41:30

AXIS Bank

BRN:

293336596

Mobile No.

BRN Date: 05/03/2018 09:43:51

DEPOSITOR'S DETAILS

Name:

DILIP KUMAR SAHA

Contact No.:

E-mail:

Address:

KHARDAHA

Applicant Name:

Mr D K SAHA

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks :

[Query No./Query Year]

d No.: 15260000346036/5/2018

+91 7003419445

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15260000346036/5/2018	Property Registration-Stamp duty	0030-02-103-003-02	6021
2	15260000346036/5/2018	Property Registration-Registration Fees	0030-03-104-001-16	14021

Total

20042

In Words:

Rupees Twenty Thousand Forty Two only

आयकर विभाग INCOMETAX DEFARTMENT



मारत सरकार GOVT, OF INDIA

PRASENJIT KAR PANU KAR 01/01/1967

Perminent Account Number

APYPK2484B

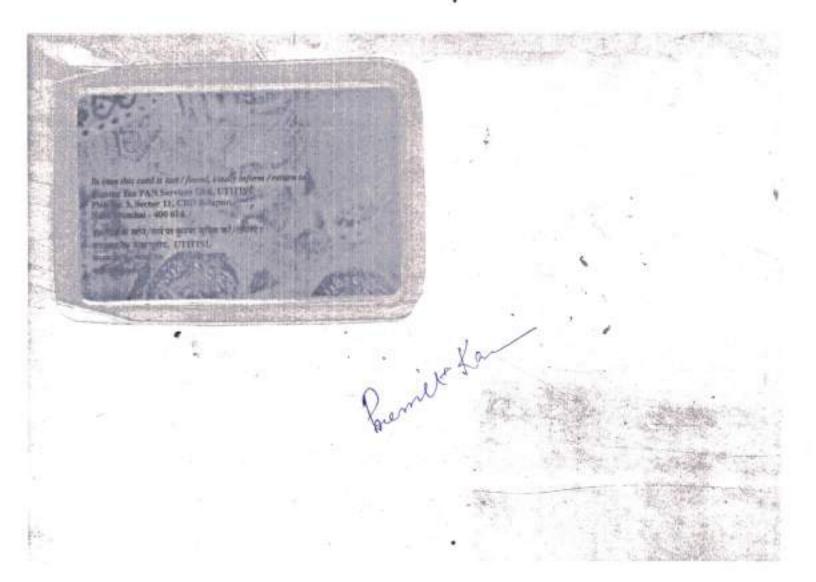






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STICAGE CAMINI CO GOVI. OF INDIA
PULJIT KAR
PANU KAR
25/08/1979

Permanent Account Number
ANMPK1376N

Pulgyl- Kuk

Pulsit Ker.

आयकर विमाग

INCOME TAX DEPARTMENT

GAUTAM KAR

BIMAL CHANDRA KAR

31/01/1966 Permanant Account Number

AMUPK9834E

Signature

1

भारत सरकार GOVE OF INDIA

GOVE OF INDIA



Consan les.

Major Information of the Deed

Deed No:	I-1526-01563/2018	Date of Registration	07/03/2018			
Query No / Year	1526-0000346036/2018	Office where deed is registered				
Query Date	04/03/2018 10:34:50 PM	A.D.S.R. Belghoria, Dis	trict: North 24-Parganas			
Applicant Name, Address & Other Details	D K SAHA HIGH COURT, Thana : Hare Stre 7003419445, Status : Advocate	street, District : Kolkata, WEST BENGAL, Mobile No. :				
Transaction		Additional Transaction				
[0110] Sale, Development a agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 14,00,000/-]				
Set Forth value	A SECURIOR S	Market Value				
Rs. 14,00,000/-		Rs. 56,64,445/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 7,021/- (Article:48(g))	->	Rs. 14,021/- (Article:E,	E, B)			
Remarks Received Rs. 50/- (FIFTY onl area)) from the applicant for issuing	g the assement slip.(Urbar			

Land Details :

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADAHA KAMARHATI, Road: Old Nimta Road, Mouza; Belghoria, Ward No: 26

Sch	Plot Number	Khatian Number	Land	Use	Area of Land		Market Value (In Rs.)	Other Details
	RS-1777	RS-652	Bastu	Bastu	2 Katha 3 Chatak 3 Sq Ft	10,00,000/-	28,49,167/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L2	RS- 1120/1777	RS-652	Bastu	Bastu	1 Katha 1 Chatak 5 Sq Ft	2,00,000/-	13,90,278/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
		TOTAL :			5.3808Dec	12,00,000 /-	42,39,445 /-	
П	Grand	Total:			5.3808Dec	12,00,000 /-	42,39,445 /-	

Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	1200 Sq Ft.	1,00,000/-	9,00,000/-	Structure Type: Structure

Floor No: 1, Area of floor: 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

S2	On Land L2	700 Sq Ft.	1,00,000/-	5,25,000/-	Structure Type: Structure
			BANGSTERN SER	70 0000 00	
				mented Floor, A	ge of Structure: 0Year, Roof Type:
	Decree Catendal of C	completion: Comple	A.m.		

Total : 1900 sq ft 2,00,000 /- 14,25,000 /-

Land Lord Details:

SI No	Name,Address,Photo,Finger p	rint and Signatu	ire	
1	Name	Photo	Fringerprint	Signature
	Mr PRASENJIT KAR, (Alias: Mr PRASENJIT KUMAR KAR ALIAS SAMBHU KAR) (Presentant) Son of Late PANU KAR Executed by: Self, Date of Execution: 07/03/2018 , Admitted by: Self, Date of Admission: 07/03/2018 ,Place : Office			Prasmjit Kar
	, onice	07/03/2018	L71 67/03/2918	67/03/2618
	Bengal, India, PIN - 700056	Sex: Male, By of Individual, Execution	Caste: Hindu, Occ cuted by: Self, Da	strict:-North 24-Parganas, West cupation: Service, Citizen of: India, PAI te of Execution: 07/03/2018 Office
2	Name	Photo	Fringerprint	Signature
	Mr PREMJIT KAR Son of Late PANU KAR Executed by: Self, Date of Execution: 07/03/2018 , Admitted by: Self, Date of Admission: 07/03/2018 ,Place : Office			Primire Ka.
	; Office	97/03/2018	LTI 07:03/2016	67/03/2016
	Bengal, India, PIN - 700056	Sex: Male, By Individual, Exe	Caste: Hindu, Occ cuted by: Self, Da	strict:-North 24-Parganas, West cupation: Service, Citizen of: India, PAI ate of Execution: 07/03/2018 Office
3	Name	Photo	Fringerprint	Signature
	Mr PULJIT KAR Son of Late PANU KAR Executed by: Self, Date of Execution: 07/03/2018 , Admitted by: Self, Date of Admission: 07/03/2018 ,Place : Office			Pulair Kas.
	AC=000490	07/03/2018	LTI 67/03/2018	67/03/2618
	Bengal, India, PIN - 700056	Sex: Male, By :Individual, Ex	Caste: Hindu, Oc ecuted by: Self, D	strict:-North 24-Parganas, West cupation: Service, Citizen of: India, PA Pate of Execution: 07/03/2018 Office

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	NIGAM CONSTRUCTION TARUN TIRTHA, 71 TARUN PALLY, P.O BELGHORIA, P.S Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056, PAN No.:: AMUPK9834E, Status:Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
***************************************	Mr GAUTAM KAR Son of Late BIMAL CHANDRA KAR Date of Execution - 07/03/2018, , Admitted by: Self, Date of Admission: 07/03/2018, Place of Admission of Execution: Office			Contan Kan
	Plantosion of Engouners Control	Mar 7 2018 12:13PM	LTI 07/03/2018	67/03/2018

Name & address		
Mr SANJOY GHOSH Son of Late D D GHOSH PATNA ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-F Caste: Hindu, Occupation: Business, Citizen of: India, , Identif	Parganas, West Bengal, India, PIN - 700049, Sex: Male, By lier Of Mr PRASENJIT KAR, Mr PREMJIT KAR, Mr PULJIT	
KAR, Mr GAUTAM KAR		

Transf	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr PRASENJIT KAR	NIGAM CONSTRUCTION-1.20542 Dec
2	Mr PREMJIT KAR	NIGAM CONSTRUCTION-1,20542 Dec
3	Mr PULJIT KAR	NIGAM CONSTRUCTION-1.20542 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr PRASENJIT KAR	NIGAM CONSTRUCTION-0.588194 Dec
2	Mr PREMJIT KAR	NIGAM CONSTRUCTION-0.588194 Dec
3	Mr PULJIT KAR	NIGAM CONSTRUCTION-0.588194 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mr PRASENJIT KAR	NIGAM CONSTRUCTION-400:00000000 Sq Ft
2	Mr PREMJIT KAR	NIGAM CONSTRUCTION-400.00000000 Sq Ft
3	Mr PULJIT KAR	NIGAM CONSTRUCTION-400.00000000 Sq Ft
Trans	fer of property for S2	
SI.No	From	To. with area (Name-Area)
1	Mr PRASENJIT KAR	NIGAM CONSTRUCTION-233.33333300 Sq Ft
2	Mr PREMJIT KAR	NIGAM CONSTRUCTION-233.33333300 Sq Ft
3	Mr PULJIT KAR	NIGAM CONSTRUCTION-233.33333300 Sq Ft

Endorsement For Deed Number: I - 152601563 / 2018

On 05-03-2018

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 56,64,445/-



Anupam Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria

North 24-Parganas, West Bengal

On 07-03-2018

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 11:40 hrs on 07-03-2018, at the Office of the A.D.S.R. Belghoria by Mr PRASENJIT KAR Alias Mr PRASENJIT KUMAR KAR ALIAS SAMBHU KAR, one of the Executants.

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

Execution is admitted on 07/03/2018 by 1. Mr PRASENJIT KAR, Alias Mr PRASENJIT KUMAR KAR ALIAS SAMBHU KAR, Son of Late PANU KAR, 40 OLD NIMTA ROAD, P.O: BELGHORIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Service, 2. Mr PREMJIT KAR, Son of Late PANU KAR, 40 OLD NIMTA ROAD, P.O: BELGHORIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Service, 3. Mr PULJIT KAR, Son of Late PANU KAR, 40 OLD NIMTA ROAD, P.O: BELGHORIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Service

Indetified by Mr SANJOY GHOSH, , , Son of Late D D GHOSH, PATNA ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 07-03-2018 by Mr GAUTAM KAR, PROPRIETOR, NIGAM CONSTRUCTION (Sole Proprietoship), TARUN TIRTHA, 71 TARUN PALLY, P.O:- BELGHORIA, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056

Indetified by Mr SANJOY GHOSH, , , Son of Late D D GHOSH, PATNA ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,021/- (B = Rs 14,000/-,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/03/2018 9:43AM with Govt. Ref. No: 192017180187721841 on 05-03-2018, Amount Rs: 14,021/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 293336596 on 05-03-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 6,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 205646, Amount: Rs.1,000/-, Date of Purchase: 27/02/2018, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/03/2018 9:43AM with Govt. Ref. No: 192017180187721841 on 05-03-2018, Amount Rs: 6,021/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 293336596 on 05-03-2018, Head of Account 0030-02-103-003-02

(dul

Anupam Halder

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. Belghoria

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2018, Page from 35012 to 35045

being No 152601563 for the year 2018.



Digitally signed by ANUPAM HALDER Date: 2018.03.13 12:35:40 +05:30 Reason: Digital Signing of Deed.

(Mun)

(Anupam Halder) 13/03/2018 12:35:28
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.

(This document is digitally signed.)