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THIS AGREEMENT FOR DEVELOPMENT made on this 16th day of August 2018 BETWEEN SMT. SANGHAMITRA MUKHERJEE, PAN- ADLPM7359J, wife of Late. Bijan Kumar Mukherjee, by occupation Retired, by faith Hindu and residing at 15K, Anil' Roy Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar (Previously Lake), Kolkata- 700 029, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to include her respective heirs, executors, administrators,

representatives and assigns) on the ONE PART;

AND

M/S. U. S. DEVELOPERS PRIVATE LIMITED, PAN- AAACU8610P, a company incorporated under the Companies Act, 1956 and having its registered office at No. 103, Manohar Pukur Road, P.S. Rabindra Sarobar (Previously Lake), P.O. Sarat Bose Road, Kolkata- 700 029, represented by its Director Sri. Ujjal Bose, PAN-ADZPB7758G, son of Late. Anil Kr. Bose, by faith Hindu, by occupation Business and at present residing at No. 103, Manohar Pukur Road, P.S. Rabindra Sarobar (Previously Lake), P.O. Sarat Bose Road, Kolkata- 700 029, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns) on the OTHER PART;

WHEREAS by and/or under a Bengali Deed of Sale dated 22nd July 1934 and registered before the office of District Registrar Alipore in Book No. 1, Volume No. 63, Pages 245 to 258, being No. 3074 for the year 1934 one Mahendra Lal Saha, Harendra Lal Saha, Manjeri Lal Saha, Adha Chandra Saha, Annadha Charan Saha, as the joint executors of the estate of Late. Brindaban Chandra Saha, sold, transferred and alienated to one Jogesh Chandra Mukherjee a plot of land measuring more or less 3 Cottah 7 Chittack 16 Sq.ft. lying situate within Mouza- Manoharpur, Dihi Panchanagram, Division- VI, Sub-Division- Q, Holding No. 428/254, P.S. Lake, (previously Tollygunge), District 24 Parganas (South), Sub-Registry Office Alipore, comprised within Premises No. 40/2/1, Lake Road, together with 15 feet wide common passage at a valuable consideration on such terms and conditions as contained in the said Deed of Conveyance.

AND WHEREAS by and/or under an Indenture dated 5th September 1940 and registered before the District Sub-Registrar Alipore in Book No. 1 Volume No. 88, Pages 241 to 248 being No. 3276 for the year 1940 the said Jogesh Chandra Mukherjee purchased a plot of land measuring 1 Cottah 15 Chittack 8 Sq.ft. adjacent to the aforesaid 3 Cottah 7 Chittack 16 Sq.ft. plot of land lying situate on the northern and eastern portion of the earlier plot of land as the surplus land from the Trustees for the Improvement of Calcutta at a valuable consideration and thereby the said Jogesh

Chandra Mukherjee became the absolute owner of a larger plot of land measuring more or less 5 Cottah 6 Chittack 24 Sq.ft. comprised within Municipal Premises No. 40/2/1, Lake Road, Calcutta and subsequently re-numbered as 40/2/1C, Lake Road, Calcutta and duly mutated his name in the records of Kolkata Municipal Corporation as the Owner thereof.

AND WHEREAS having had the said ownership the said Jogesh Chandra Mukherjee constructed thereon a pucca residential house and used and enjoyed the same as the absolute owner thereof.

AND WHEREAS due to various weighty causes and reasons the said Jogesh Chandra Mukherjee by and/or under a Bengali Deed of Settlement dated 21st March 1956 and registered before the Sub-Registrar Alipore in Book No. I, Volume No. 43, Pages 71 to 76, being No. 2403 for the year 1956 transferred the said immovable property comprised within Municipal Premises No. 40/2/1C, Lake Road, Calcutta, to himself as the Sole Trustee for his life and for the purpose of holding the said property for the benefit of the Owners with the Proviso that upon the death of the said Jogesh Chandra Mukherjee his four sons namely, Kedareswar Mukherjee, Netai Chandra Mukherjee, Kartick Chandra Mukherjee and Biswanath Mukherjee will acquire their respective absolute ownership on the said plot of land in respect of their respective portions as more fully and particularly mentioned and described in Schedule – B, C, D and E of the said Deed of Settlement and thereupon the trust created by the said Jogesh Chandra Mukherjee shall come to an end.

AND WHEREAS on or about 07.11.1963 the said Jogesh Chandra Mukherjee died leaving the said Deed of Settlement dated 23rd March 1956 without causing any amendment or modification therein and by virtue of the provisions contained in the said Deed of Settlement, the four sons acquired their ownership on the respective Portions of the said plot of land as indicated in the said Deed of Settlement and are jointly holding, possessing and enjoying the same for their residential purpose.

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AND WHEREAS having had the said ownership on the said plot of land the said Owners duly mutated their name in the records of Kolkata Municipal Corporation and are regularly and punctually making payment of all Municipal Rates and Taxes without committing any default.

AND WHEREAS after demise of their father Jogesh Chandra Mukherjee the said four sons Kedareswar Mukherjee, Netai Chandra Mukherjee, Kartick Chandra Mukherjee and Biswanath Mukherjee acquired their respective portions as per the Bengali Deed of Settlement dated 21st March 1956 and mutated their name in the Kolkata Municipal Corporation in four separate premises numbers.

AND WHEREAS Kedareswar Mukherjee died intestate on or before 25.05.1980 and his wife Lila Mukherjee died intestate on or before 18.06.1984 and leaving behind their three sons namely Birendra Nath Mukherjee, Biman Kumar Mukherjee and Bijan Kumar Mukherjee.

AND WHEREAS on or about 22.04.1996 the said Birendra Nath Mukherjee died intestate as bachelor and accordingly upon his death his brothers are jointly inherited his  $1/3^{\rm rd}$  undivided share of Ownership in the said plot of land as his heirs of the said Birendra Nath Mukherjee absolutely and forever.

AND WHEREAS on or before 29.06.1996 Bijan Kumar Mukherjee died intestate and living behind his wife Smt. Sanghamitra Mukherjee as his only legal heir.

AND WHEREAS in view of the aforesaid Sri. Biman Kumar Mukherjee and Smt. Sanghamitra Mukherjee are the present Owners of the Premises No. 15K, Anil Roy Road, P.S. Rabindra Sarobar (Previously Lake), Kolkata- 700 029 in their equal 50% undivided share.

AND WHEREAS the said Smt. Sanghamitra Mukherjee have approached the Developer herein with the proposal to construct a building to amalgamate the

property with the other premises Nos. 15J, 15H and 15L, Anil Roy Road, P.S. Rabindra Sarobar (Previously Lake), Kolkata: 700 029 for residential/commercial purpose comprising of several self-contained flats, office, shop and car parking space or spaces or portion thereof utilising the maximum F.A.R. for mutual profits, interests and benefits on or over the said property more fully and particularly mentioned and described in the First Schedule hereunder written on certain terms and conditions which have been mutually discussed and settled.

AND WHEREAS the amalgamation of the said property shall be done by the Developer and one single building plot number will be allotted by the K.M.C. and subsequent building plan will be under taken by the Developer.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said premises in the manner as has been agreed upon by and between the parties hereto and has hereinafter provided.

AND WHEREAS the Owner herein have specifically represented to the Developer that she is the 50% Owner of the property more fully and particularly mentioned and described in the First Schedule hereunder written which representation the Developer has bonafide belief that the Owner is absolutely seized and possessed of or well and sufficiently entitled to the 50% of the said premises in its entirely as the Owner thereof without any hindrance, claim, question, or definand being raised by anybody in this behalf and have also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charge or agreement for sale and Development Agreement with regard to the said property with any body/bodies/person/persons, concern/concerns/company/companies and authority/authorities.

AND WHEREAS the party of the Second Part has adopted a resolution in the meeting of its Board of Directors held on 18.05.2018 that to enter into this agreement in respect of the plot of land will be beneficial to the interest of the said developer and, inter alia, authorized its aforesaid Director to sign, execute and register this Development Agreement for and/or on behalf of the party of the second part.

AND WHEREAS it is the desire of the parties hereto to reduce the Agreement in writing and hence this Agreement.

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

#### ARTICLE- I DEFINITIONS

- OWNER shall mean Smt. Sanghamitra Mukherjee, wife of Late. Bijan Kumar Mukherjee, by occupation Retired, by faith Hindu residing at 15K, Anil Roy Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar (Previously Lake), Kolkata-700 029.
- 2. DEVELOPER shall mean U. S. DEVELOPERS PVT. LTD. a Registered Company incorporated under the relevant provisions of the Companies Act, 1956 having its office at 103, Monohar Pukur Road, P.S. Lake, P.O. Sarat Bose Road, Kolkata-700 029, represented by its Director namely Sri. Ujjal Bose, Son of Late. Anil Kumar Bose, by faith Hindu, by occupation Business and at present residing at 103, Monohar Pukur Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar (Previously Lake), Kolkata 700 029.
- 3. TITLE DEED shall mean all deeds, documents, papers Partition Decree and writings regarding title of the said property.

4. PROPERTY (PREMISES) shall mean all that piece and parcel of homestead land measuring about 50% of 1 Cottah 03 Chittacks 43 Sqft be the same a little more or less together with three storied brick built structure standing thereon lying and situated at the Premises No. 15K, Anil Roy Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar (Previously Lake), Kolkata- 700 029 which is more fully and particularly mentioned and described in the First Schedule hereunder written.

5. BUILDING shall mean the building or buildings to be constructed on the piece of land Mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.

6. COMMON FACILITIES AND AMENITIES shall mean and include corridors, stairways, passageways, shafts, drains, overhead water tank, ultimate roof, underground water reservoir, pump and motor, meter board, lift, caretaker's room (if any), boundary walls, gate and other space or spaces and facilities along with the basement attached thereto or which may be mutually agreed upon between the parties or whatsoever required for establishment, location, enjoyment, Provisions, maintenance and /or management of the building and/or common facilities or any of them there as the case may be.

7. SALEABLE SPACE shall mean flat or flats, apartment or apartments or any other space or space or portion thereof for residential/commercial purpose only and for exclusive use of the flat Owners in the building available for independent use and occupation for common facilities and the space required therefore.

8. OWNER'S ALLOCATION: Owner's Allocation shall mean one 1000 Sqft covered area flat, North-East portion on the Second floor including one Covered Car Parking Space 110 Sqft on the ground floor of the newly constructed building to be sanctioned by the Kolkata Municipal Corporation and including proportionate share of land and the common areas and facilities and amerities on pro-rata basis. And Rs. 25,00,000/-

(Rupees Twenty Five Lakhs) only to be paid by the Developer to the Owners as consideration under this Agreement in the manner as stated hereinafter.

- i) Rs. 2,00,000/- (Rupees Two Lakhs) only to be paid on or before signing of this Agreement.
- ii) Rs. 7,00,000/- (Rupees Seven Lakhs) only to be paid on or before taking possession of the old building from the Owner.
- iii) Rs. 16,00,000/- (Rupees Sixteen Lakhs) only to be paid after completion of the Fourth floor roof slab casting.
- 9. DEVELOPERS ALLOCATION: shall mean the remaining constructed area in the building to be constructed at the said premises after amalgamated other properties, except the Owner's Allocation, including proportionate share of land and the common facilities and amenities on pro-rata basis.
- 10. ARCHITECT shall mean the qualified person or persons that may be appointed by the Developer for designing and planning of the building to be constructed on the said land.

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- 11. PLAN shall mean plan or plans or revised thereof prepared by the Architect for the construction of the building to be sanctioned by the Kolkata Municipal Corporation and / or any other competent authority or authorities as the case may be, under the proceeding of the law of the land/Govt./proper authority.
- 12. TRANSFER shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the transferee thereof vide provision of Transfer of Property Act 1882 and Registration Act 1908.

13. TRANSFREE shall mean a person, firm, limited company, Associations of person to whom any saleable space in the building will be transferred under law.

14. FORCE MAJUERE, shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lockout, Labour unrest and/or any other acts or commotion beyond the control of parties hereto affected thereby and also non availability of essential materials like cement steel etc.

Words importing singular shall include plural and vice-versa.

## ARTICLE - II TITLE AND INDEMNITY:-

- 1. The Owner hereby declare that she is the only 50% Owner of the said property lawfully entitled to the same and to the best of their knowledge and no disputes or suits act one or legal proceedings are pending in respect of the same property or any part or portion thereof and has good and absolute right titled interest and position of the said premises to enter into the Agreement with the said Developer.
- 2. The Owner hereby declare that to the best of her knowledge that the said premises is free from all and any manner lispendence, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions, or mortgage whatsoever and the Owner hereby agreed to indemnify and keep the Developer indemnified from or against any and all actions, charges, liens, claims, encumbrances and mortgages unless created by the Developer himself.
- 3. The Owner hereby also undertake that the Developer shall be entitled to construct the multistoried building on the said land as agreed by and between the parties hereto according to the building plan to be sanctioned or revised plan if any under subject to K.M.C. rules and regulations.

#### ARTICLE - III DEVELOPMENT RIGHTS

 The Owner grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained, subject to K.M.C. rules and regulations and not in any way contrary to Owner's interest in the flat to be allotted to the Owner.

2. The Owner shall at the cost of the Developer from time to time at anytime submit and/or join with the Developer as the Owner of the said land in submitting the building plan applications, forms, petitions, and writings to the appropriate authority for sanction and/or approval of the plan and/or materials and otherwise as may or shall be required for the construction of the building on the said land subject to the approval of the Owner. The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid. It is clearly mentioned here that the Developer shall within six months from the date hereof submit building plan for sanction before the Kolkata Municipal Corporation and shall obtain the sanction within six months thereafter. That the Developer shall complete the building within 18 months from the date of the sanction of the building plan, subject to getting clear vacant possession of the existing building of the Owner for demolition and commencement of construction of the said premises and the Owner shall make over such possession to the Developer within seven days from the date of sanction of the building plan subject to getting the alternative accommodation in terms of Article XI (I) herein after mention.

3. The Developer shall for and on behalf of the Owner take all such permissions, sanctions and approvals in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The Owner shall always cooperate with the Developer in connection with the same and shall sign any required papers, letters etc. in connection there with.

- 4. All applications and other papers and documents referred to above shall be prepared by the Developer at their own cost subject to approval of the Owner and submitted by or in the name of the Owner and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction and building plan for the building or otherwise to obtain sanction for the construction of the building thereon.
- 5. The Owner shall render the Developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions clearance and approvals in terms thereof and the Developer shall have the discretion to submit the applications, plan and other act deed matter and things envisaged herein as an agent for and/or on behalf of or in the name and with the consent of the Owner and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owner shall grant the Developer and his nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.
- 6. The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from the intending purchaser or purchasers of flats, garages, shops, office in the said proposed building excepting Owner's Allocation.

## ARTICLE - IV: CONSIDERATION

1. In consideration of the Owners have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot to the Owner one 1000 Sqft flat, North-East portion on the Second floor and a covered car parking space 110 Sqft on the ground floor as per Article 1.8 of the proposed building completed in all respect

to be erected and/or constructed upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

2. If the Developer gets any further sanction from the K.M.C for any extra area, then in that event the Owner shall not be entitled to get any additional area or monetary benefit from the extra sanction and the Developer shall have the full and exclusive rights over the same.

#### ARTICLE - V: PROCEDURE

1. The Owner shall grant to the Developer or its nominee/nominees a Registered Power of Attorney as may be required for the purpose of obtaining the modification of sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for perusing and following up the matter in the Kolkata Municipal Corporation and other authorities and to construct the building, appoint Architects engineers, contractors, agents, etc. and to represent the Owners before the Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the purchasers/buyers of flats/car parking spaces or any other spaces from the Developer's Allocation and also to receive, realise recover the entire proceeds of the Developer's Allocation. It is also to be mentioned in the said Power of Attorney that after the completion of the Project and after the Owner having received the Owner's Allocation fully and satisfactorily/lawfully, if the Owner is not in a position to make the registration of the deed of conveyance or conveyances of the purchase deeds, intentionally or unintentionally in favour of the Developer or its nominee or nominees and/or assignee or assignees, the Developer shall be at liberty to execute and register of the deeds of conveyance or conveyances of the Developers Allocation in favour of itself or in favour of the intending Purchasers/buyers, by utilising the Power of Attorney, which has been issued in favour of the Developer's nominee Sri. Ujjal Bose

and in that case the Owner shall not be in a position to object to such registration of deed of conveyance under any circumstances. The Power of Attorney to be granted by the Owner herein shall remain operative till the construction of the building is completed and transfer of the entire Developer's Allocation.

#### ARTICLE - VI: BUILDING

- 1. The Developer shall construct the said Building at its own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective transferees for transfer out of the total built up area excepting the Owner's Allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan to be approved by the Architect and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not below as mentioned in the Third Schedule hereunder within a period of one and half year from the date of obtaining sanction of the plans and such period may be extended in writing mutually. Owner would not be responsible in case of any fault in raw materials used or any structural defect or any dispute on sale of Developer's Allocation.
- 2. The Developer shall also install and provide in the said building at his own costs the lift, pump, generator, water storage, tanks, overhead reservoir, inside electrification and/or of the sanctioned plan or under any applicable statutory bye laws or requisitions relating to the construction of the building on the said land and specifications as mentioned in the third schedule hereunder written.
- 3. The Owner shall be entitled to transfer or otherwise deal with only the Owner's Allocation in the building.

4. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the Developer's Allocation subject to the conditions mentioned in Article 6.1 above and the Owner shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation.

5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owner for which purpose the Owner undertake to give the Developer and/or its nominee or nominees power or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owner or Owner's Allocation.

6. The Developer shall be authorised in the name of the Owner in so far as it is necessary to apply for and obtain temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly constructed building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owner shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Owner shall not be liable in any manner whatsoever.

7. The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owner construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned Building plan and any amendment thereto or modifications thereof made or cause to be made by the Developer. The Developer at its own risk and responsibility accept the earnest money or full consideration money from the Purchaser/s of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Owner shall in no way be responsible and or liable for the same.

## ARTICLE - VII: AUTHORITY

1. The Owner and the Developer shall jointly be entitled to Transfer or otherwise Deal with the flat and/or apartments and/or other saleable space or spaces and car parking space of the building and proportionate right to use the common areas and facilities to be transferred to the prospective transferees and income tax or other taxes for Developer's Allocation to be borne by the Developer.

2. In so far as necessary all the dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owner for which the Owner hereby irrecoverably nominate, constitute and appoint the Developer to do, execute, perform and execute all the acts and things necessary for the implementation of this Agreement including the authorities to cause, to be prepared, to sign letters correspondence and to apply to the authorities, to sign and execute all application to the government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances, jointly with the Owner in favour of the prospective transferees to make affidavits and declaration to apply for electric connection sewerage and the drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises to commence proceedings, to sign plaints, verification written statements petition, to sworn affidavit, to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers, Owner is not affected for any cost expenses.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat/flats or apartments and/or any other saleable space or spaces or any portion from and out of the Owner's Allocation in the said building which the Developer agrees to make delivery of possession to the Owner as consideration of the said land in proportion to the Developer's Allocation.

## ARTICLE - VIII: COMMON FACILITIES

- The Developer shall pay and bear all Ground rent, other dues and outgoings in respect of the said premises accruing, after handed over of the vacant and peaceful possession by the Owner.
- Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the Owner's Allocated portion and after taking the Completion Certificate from of the KMC of the newly constructed building in all respect as per terms of this Agreement the Developer shall give fifteen days notice in writing to the Owner requesting the Owner to take possession of the Owner's Allocation in the said building agreed to be provided as consideration of the land in proportionate with the Developer's Allocation as per terms of this Agreement. The Developer shall not be responsible for payment of all Municipal and property taxes, rates, duties, maintenance, charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owner's Allocation from the date of handing over the Owner's Allocation and the said rates are to be apportioned pro-rata basis with reference to the saleable space in the building. It is further agreed that the Developer shall deliver possession to the intending flat purchasers only after delivery of possession to the Owner (within fifteen days notice) of the Owner allocated portion complete in all respect as per terms of this Agreement.
- 3. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and the Owner and the Developer shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.

## ARTICLE - IX: OWNER'S OBLIGATION

- 1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Owner do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's Allocation or any apportion thereof in the said building of the said premises of the Developer's Allocation.
- 2. The Owner or any person or persons claiming through them shall not in anyway cause any reference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.
- 3. The Owner do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the Developer's Allocation of the said premises or any portion thereof without the previous consent in writing of the Developer.

## ARTICLE - X: DEVELOPER'S OBLIGATION

- The Developer hereby agrees and covenants with the Owner to complete the construction of the building in terms of this Agreement and in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation within 18 months from the date of sanction of building plan unless prevented by force majeure.
- The Developer hereby agrees and covenants with the Owner not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.

- 3. The Developer hereby agrees and covenants with the Owner not to do any act, deed, or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of the Owner's Allocation or any portion thereof the said building in the said premises.
- 4. The Developer shall be responsible for the entire construction and indemnifies the Owner for any damage or loss arises or any accident happens during the construction period. If there is any loss or damage the Developer shall be solely responsible for the same and shall bear all cost and expenses.
- 5. The Developer hereby agrees that, the Developer shall first offer the Owner to take their possession within fifteen days of her allocation in the newly constructed building, and after fifteen days from receipt of the said notice by the Owner, if the Owner fails to take possession of the Owner's allocated portion or to act upon the notice the said offer, the Developer shall be at liberty to hand over its allocated portion to the intending purchaser or purchasers.

## ARTICLE - XI: MISCELLANEOUS

- 1. That before demolition of the existing building standing thereon the Developer will, subject to the approval of the Owner accommodate temporarily for the Owner within 500 Mts. radius of the aforesaid premises. And the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owner's allocated portion in the newly constructed building. The Owner shall vacate the existing premises within 7 days from the date of providing a rented accommodation.
- 2. That the demolition of the existing structure the Developer shall be at liberty to sell old building materials and the sale proceeds thereof will be retained by the Developer exclusively for which the Owner herein renders her no objection.

3. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein, the Owner hereby undertakes to do all such acts, deeds, matters and things which do not in anyway infringe the rights of the Owner and/or against the spirit of these presents.

- 4. If at any time, the Owner shall be held liable for the wealth tax, GST or income tax and/or any other rates, taxes only for their allocation then and in that event the Owner shall pay the said taxes from their own accord and the Developer shall not be held liable and/or responsible for the same in any manner whatsoever, in respect of the Owner's portion.
- 5. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owner if delivered by hand or sent by registered post to the Owner at all the addresses of the Owner mentioned herein.
- 6. The Developer and the Owner shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owner hereby agrees to abide by all the regulations to be framed by any society /Association/Holding Association and/or any other organizations to be formed that will be in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations.

8. After completion of the construction of the building the Owner shall at the request of the Developer execute and register appropriate transfer deeds/conveyance of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee or transferees or Purchasers.

## ARTICLE - XII: FORCE MAJUERE

- Force Majuere shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non availability of essential materials like cement, steel, etc.
- 2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majuere" and shall be suspended from the obligation during the period this "Force Majuere", except the rental accommodation facilities for the Owner's mentioned herein above.
- 3. If the construction and/or completion of the building is delayed for any wilful acts or negligence on the part of the Developer it shall be liable to pay such loss or damages to the Owner at the rate of Rs. 5,000/- (Rupees Five Thousand) only per month, in addition to providing the rental accommodation facilities for the Owner mentioned herein above.
- 4. In the event of the Owner committing breach of any of the terms and conditions herein contained or delayed in the delivery of possession after the Developer arranged

the temporary accommodation of the Owner and the consideration amount will be paid by the Developer as per the Article 1.8 as herein before stated, then in that event the Developer shall be entitled to and the Owner shall be liable to pay such losses and compensations as shall be settled between the parties PROVIDED HOWEVER is such delay shall continue for a period of three months then and in that event in addition to any other right which the Developer may have against the Owner the Developer shall be entitled to sue the Owner for specific performance of this Agreement or to rescind or cancel this Agreement and claim refund of all the amount paid and/or incurred by the Developer with interest and such losses and damages which the Developer may suffer. The Owner shall have the right to cancel or rescind the Agreement with the Developer in the event Developer committing any breach or in delay in completing the construction unnecessarily, day and the period mentioned in the Agreement and in that event the Owner shall be entitled to forfeit the money already paid to them in terms of this Agreement, in addition to any other rights that the Owner may have against the Developer.

## ARTICLE - XIII: JURISDICTION

The Learned court/courts having territorial jurisdiction over the property shall have the jurisdiction to entertain and terminate all actions, suits, and proceedings arising out of these presents between the parties hereto.

## THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the 50% of piece and parcel of the total homestead land measuring 1 Cottah 03 Chittacks 43 Sqft, that means 449 Sqft be the same a little more or less together with 50% of the existing three storied residential building, each floor 500 Sqft, totally 1500 Sqft area that means 750 Sqft more or less with boundary wall and other structures whatsoever lying erected and built thereon situated lying and being municipal Premises No. 15K, Anil Roy Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar (Previously Lake), Ward-86, Kolkata-700 029, and butted and bounded in the manner following:

North: 40' wide KMC Road;

East : 40' wide KMC Road;

South : Premises No. 15L, Anil Roy Road;

West : Premises No. 15J, Anil Roy Road;

#### THE SECOND SCHEDULE ABOVE REFERRED TO:

Subject to the provision as contained in Article I clause 8 hereof the Owner will get one 1000 Sqft covered area flat, North-East portion on the Second floor including one Covered Car Parking Space 110 Sqft on the Ground floor of the proposed building as per article 1.8 complete in all respect to be erected and/or constructed thereon in accordance with the building plan to be to be sanctioned by the Kolkata Municipal Corporation together with proportionate right of all facilities utilities and benefits to be provided to the said building.

#### THE THIRD SCHEDULE ABOVE REFERRED TO:

(SPECIFICATIONS)

#### FOUNDATION:

As per sanctioned structural plan from K.M.C. R.C.C foundation and super structure as per the design issued by structural Engineer.

#### STEEL:

ISI grade available in the market.

#### CEMENT:

AMBUJA/ULTRA TECH/LAFARGE make cerent.

#### SAND:

High quality coarse sand.

#### STONE CHIPS:

Standard quality available in the market.

#### BRICK:

First class brick available in the market.

#### FLOORING:

Vitrified Tiles flooring in the entire flat area. Stair case, Service Area, Car Parking Area, Drive way and the other open spaces shall be finished with Kota/Green stone or designer tiles as suggested by the Architect.

#### TOILET:

Anti-skid Tiles flooring with Good quality glazed tiles on the walls up to door height. Sanitary fittings of "JAQUAR" or equivalent make and concealed plumbing/fittings, with shower in one tap, one basin and one commode of "JAQUAR/PARRYWARE" or equivalent make in toilet with hot and cold water mixer system and etc.

#### KITCHEN:

Black stone cooking platform with Granite slab and glazed tiles upto 2' above the counter. Steel sink with one tap and one low height of "JAQUAR" or equivalent make.

#### GRILL:

M.S. Grill shall be provided in window, balcony, starcase Railing, main entrance gate etc. as designed and approved by the Architect.

#### DOOR FRAMES:

Seasoned Sal wood frame for all doors.

#### MAIN DOOR:

35 m.m wooden panel door along with tower bolt, one decorative metal handle, telescopic peep hole, one "GODREJ" make night latch.

#### DOORS:

32 m.m. water proof, phenol bonded flush doors.

#### WINDOWS:

Good quality anodized Aluminium/"UPVC" make windows.

#### ELECTRICAL:

"FINOLEX" or "HAVELL'S" make wiring with "CRABTREE" or equivalent make switches. "MCB" with sufficient numbers of electrical points in each flat.

#### INTERNAL WALLS:

Snow white plaster of Paris finished walls.

#### EXTERNAL WALLS:

Painting on plaster, finished with "ICI WEATHER SHILD" paint.

#### ROOF:

Water proof treatment with cast-in-situ mosaic/Roof Tiles.

#### LOBBY:

Aesthetically designed lobby finished with Marble/Granite.

#### LIFT:

Good quality Elevator will be provided.

#### WATER SUPPLY:

"CROMPTON" motor with B.E. pump set shall be installed for regular Water supply.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals hereon to and to a duplicate hereof this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED OWNER

AT KOLKATA IN THE PRESENCE OF:

1. Indvanil Mukheger 15 K, Anil Roy Road Kolkata 700029

2. Nefai AFrinary 4 Deshpran Sasmol. Road, Kalkata-33.

Johnkhuyer (SANGHAMITRA MUKHERJEE)

SIGNATURE OF THE OWNER

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED DEVELOPER

AT KOLKATA IN THE PRESENCE OF:

1. Indranil Mukhegie 15K, Anil Roy Road. Kolkata - 700029

2. Nefai AThirkory 4. Deshprom Sasmol. Road Kalkala-33.

SIGNATURE OF THE DEVELOPER

## MEMO OF CONSIDERATION

RECEIVED Rs. 2,00,000/- (Rupees Two Lacs) only from the within named Developer as non - refundable amount, as agreed herein before, as per Memo below:

 By Cheque No. 738270 dated 16.08.2018 drawn on Indian Overseas Bank, Lansdowne Market branch to Smt. Sanghamitra Mukherjee

Rs. 2,00,000/-

Rs. 2,00,000/-

(Rupees Two Lacs only)

SIGNATURE OF THE OWNER

WITNESSES:-1. Indranil Mukhegei

2. Nejai Adrinary

Drafted by me:

ADVOCATE NB/745/80 Aluxane Police com

PRESENTANT Thumb Foru Plager Middle Pinger Ring Finger Little Finger Left рното Filgist Hand 禄兵尉臣 SIGNATURE ..... Thumb **Paye Pinger** Middle Finger Ring Finger Little Pinger Füghi Hend NAME SANGHAMITRA MUKHERJEE
BIGNATURE COMMANDE (SANGHAMITRA HUKHERJEE) Man Thumb Pare Finger Allddia Pinger Ring Finger Little Finger Len Harid Right. Hand NAME UJJAL SIGNATURE .. Thumb Fore Flyger Middle Pinger Ring Finger Little Finger Luis Hand PHOTO Right Hand

NAME TOTAL



#### Government of West Bengal

# Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. ALIPORE, District Name: South 24-Parganas Signature / LTI Sheet of Query No/Year 16050001314878/2018

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Sanghamitra Mukherjee 15K, Anil Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029	Land Lord			Songhamina Mukh
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Ujjal Bose 103, Manohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN -700029	Represent ative of Developer [U S Developer s Private Limited]			(6/08/2018
SI No.	Name and Address of	dentifier	Identifier o	f	Signature with date
1	Mr Nantu Das Son of Late S Das 6, Baker Road, P.O:- Alip Alipore, District:-South 24 West Bengal, India, PIN -	-Parganas,	Smt Sanghamitra Mukherjee	e, Mr Ujjal Bose	Yough \$ 18

(Md Shadman)

ADDITIONAL DISTRICT
SUB-REGISTRAR

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

South 24-Parganas, West
Bengal



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## स्थाई तेवा संख्या /PERMANENT ACCOUNT NUMBER ADLPM7359J







SANGHAMITRA MUKHERJEE

पिसा का भाग /FATHER'S NAME AJIT ROY

जन्म तिथि /DATE OF BIRTH 10-12-1956

FTTIBIT /SIGNATURE

nglamita kukheyée

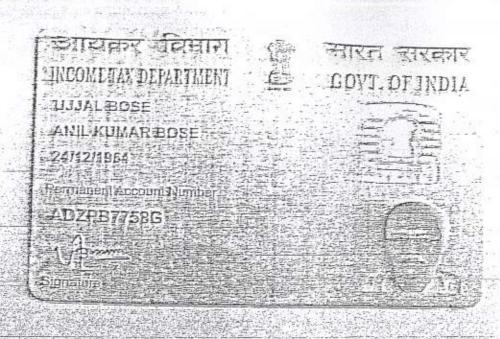
Vasker Sen

आयकर आयुक्त, प.बं.नाः

COMMISSIONER OF INCOME-TAX, W.B. - 17

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें सहायक आयकर आयुक्त, 中7, चीरंगी स्वयायर, ফলকলা - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority: Assistant Commissioner of Income-tax, Chowringher Square, Calcutta- 700 069.



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Photographs Section 14, Child telephit,

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

GRN:

19-201819-027589706-1

Payment Mode

Online Payment

GRN Date: 16/08/2018 22:05:36

Bank:

1CICI Bank

BRN:

1515188827

BRN Date:

16/08/2018 22:06:39

## DEPOSITOR'S DETAILS

Name:

US Developers Pvt Ltd

ld No.: 16050001314878/6/2018 [Query No./Query Year]

Contact No.:

Mobile No.:

+91 9830583787

E-mail:

Address:

103 Monohar Pukur Road Kolkata 200029

Applicant Name:

Mr Nantu Das

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 6

## PAYMENT DETAILS

No.		n Head of A/C Head of A/C  Description	Amount[ ₹]
1	16050001314878/6/2018	Property Registration Stamp duty 0030-02-103-003-02	
2	16050001314878/6/2018	Property Repletration Posistantian	6921
		Fees 0030-03-104-001-16	2021
In Mo	rd	Total	8942

In Words:

Rupees Eight Thousand Nine Hundred Forty Two only

## Major Information of the Deed

Deed No:	1-1605-05617/2018	Date of Registration	17/08/2018	
Query No / Year	1605-0001314878/2018			
Query Date	14/08/2018 8:10:57 PM	Office where deed is r		
Applicant Name, Address & Other Details	Nantu Das	A.D.S.R. ALIPORE, District: South 24- e, District: South 24-Parganas, WEST BENGAL, 4850, Status: Solicitor firm		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Othe than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value		Market Value		
Rs. 2/-		Rs. 43,04,172/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 7,021/- (Article:48(g))		Rs. 2,021/- (Article:E, E,	DV	
Remarks	Received Rs. 50/- (FIFTY only ) area)	from the applicant for issuing t	the assement slip.(Urbar	

#### Land Details:

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Anil Roy Road, , Premises No. 15K, Ward No. 086

No L1	Plot Number	Khatian Number		Area of Land		Market Value (In Rs.)	Other Details
LI			Bastu	449 Sq Ft		37,41,672/-	Width of Approach Road: 40 Ft.
	Grand	Total:		1.029Dec	1 /-	37,41,672 /-	

#### Structure Details :

	Details	Structure	Value (In Rs.)	(In Rs.)	
31 On	Land L1	750 Sq Ft.	1/-		Structure Type: Structure

Gr. Floor, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

250000000000000000000000000000000000000				
Total:	750 sq ft	1 /-	5,62,500 /-	•

## Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	Smt Sanghamitra Mukherjee Wife-of Late Bijan Kumar Mukherjee 15K, Anil Roy Road, P.O Sarat Bose Road, P.S Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADLPM7359J, Status:Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018, Place: Pvt. Residence , Admitted by: Self, Date of Admission: 16/08/2018, Place: Pvt. Residence

## Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	U S Developers Private Limited  103, Manohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, PAN No.:: AAACU8610P, Status :Organization, Executed by: Representative

## Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
	Mr Ujjal Bose (Presentant) Son of Late Anil Kr Bose 103, Manohar Pukur Road, P.O Sarat Bose Road, P.S Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADZPB7758G Status: Representative, Representative of: U S Developers Private Limited (as DIRECTOR)

#### Identifier Details

부탁하는 발표되는 것이 되었다. 그 보고하는	Name & address
Nantu Das	
on of Late S Das	
Baker Road P.O Alipore P.S.	Aliporo District Court 34 B
Caste: Hindu Occupation: Pur	S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Ma siness, Citizen of. India, , Identifier Of Smt Sanghamitra Mukherjee, Mr Ujjal Bose
- Lote, Fillion, Occupation, Bus	siness, Citizen of, India, , Identifier Of Smt Sanghamitra Mukheriee, Mr Ujial Bose

Trans	fer of property for L	1		
SI.No	From	To. with area (Name-Area)		
1	Smt Sanghamitra Mukherjee	U S Developers Private Limited-1.02896 Dec		
Trans	fer of property for S		21	
SI.No	From	To. with area (Name-Area)		
1	Smt Sanghamitra Mukherjee	U S Developers Private Limited-750.00000000 Sq Ft		

Endorsement For Deed Number: 1-160505617 / 2018

#### On 16-08-2018

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

Presented for registration at 18:25 hrs on 16-08-2018, at the Private residence by Mr Ujjal Bose .

#### 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 43,04,172/-

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

Execution is admitted on 16/08/2018 by Smt Sanghamitra Mukherjee, Wife of Late Bijan Kumar Mukherjee, 15K, Anil Roy Road, P.O. Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person

Indetified by Mr Nantu Das, , , Son of Late S Das, 6, Baker Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 16-08-2018 by Mr Ujjal Bose, DIRECTOR, U S Developers Private Limited (Private Limited Company), 103, Manchar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by Mr Nantu Das, , , Son of Late S Das, 6, Baker Road, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

MLL

Md Shadman ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

#### On 17-08-2018

### 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.

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- ( B = Rs 2,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2018 10:06PM with Govt. Ref. No: 192018190275897061 on 16-08-2018, Amount Rs: 2,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1515188827 on 16-08-2018, 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 100/-, by online = Rs 6,921/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 7683, Amount: Rs.100/-, Date of Purchase: 14/08/2018, Vendor name: S Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2018 10:06PM with Govt. Ref. No: 192018190275897061 on 16-08-2018, Amount Rs: 6,921/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1515188827 on 16-08-2018, Head of Account 0030-02-103-003-02

Md Shadman ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1605-2018, Page from 178328 to 178365
being No 160505617 for the year 2018.



Digitally signed by DEBASIS PATRA Date: 2018.08.24 16:38:40 +05:30 Reason: Digital Signing of Deed.

Dalw

(Debasis Patra) 24/08/2018 16:38:27 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)