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M.P. ENTERPRISE, (PAN. AAPFM9812J), a Partnership firm, having its office and place of Business at 181/5, A.P.C. Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata – 700 004, represented its Partners 1. SMT. MITA PAL, (PAN. AWYPD8613L), wife of Sri Jayanta Pal, residing at 28, Ramkali Mukherjee Lane, P.O. Sinthee, P.S. Baranagar, Kolkata – 700 050 & 2. SMT. PARAMITA BOSE, (PAN. APTPB3120N), wife of Sri Aloke Bose, residing at 181/5, A.P.C. Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata – 700 004, both are by faith – Hindu, by Nationality – Indian, by occupation – Business, hereinafter called, mentioned and referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heira, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

AND

SATYAM CONSTRUCTION (PAN - ABYF52617]), a Partnership firm having its office at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24-Parganas, under the State of West Bengal, represented by its partners namely (a) SRI TAPAS KUMAR MUNSHI, (PAN. AJDPM7924K), son of Late Prithwis Chandra Munshi, residing at DC-2/8/B, Sastri Bagan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700 059, (b) SRI AMIYA GAYEN, (PAN. AGLPG3057G)son of Late Panchanan Gayen, residing at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata – 700 157, District North 24-Parganas & (c) SRI SANJIB KUMAR BISWAS, (PAN. AINPB4329E) son of Late Nirendra Nath Biswas, residing at NK-75, Nishikanan, Teghoria, P.O. Hatiara, Kolkata - 700 157, District North 24-Parganas, all are by faith - Hindu, by occupation - Business, by nationality - Indian, Partners No. (b) & (c) represented by their Constituted Attorney SRI TAPAS KUMAR MUNSHI, son of Late Prithwis Chandra Munshi, residing at DC-2/8/B, Sastri Bagan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700 059, the Partners No. (a) herein, by virtue of a registered Power of Attorney dated 18.8.2015, executed and registered before the office of A.D.S.R., Rajarhat and recorded in Book No. IV, being No. 00679 for the year 2015, hereinafter called and referred to as the 'BUILDER / DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present proprietor, successors-in-office, successors-ininterest, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS Smt. Annabala Mondal, Sri Tapas Mondal, Sri Soumen Mondal, Smt. Labanya Dey, Smt. Tanuja Sarkar, Smt. Amita Hazra, Smt. Sumitra Das & Smt. Kajali Das was the Owners by way of inheritance became the joint owners of the land measuring an area of 1 (One) Cottahs 14 (Fourteen) Chittacks 30 (Thirty) Sq. ft., be the same a little more or less, lying and situated at Mouza – Atghara, J.L. No. 10, R.S. No. 133, Touzi No. 10, comprised in Khatian Nos. 88, 354 & 325 appertaining to R.S. Dag No. 697, under Police Station Rajarhat and under Rajarhat Gopalpur Municipality, under Ward No. 06, in the District of North 24-Parganas.

AND WHEREAS the said Smt. Annabala Mondal, Smt. Labanya Dey, Smt. Tanuja Sarkar have executed a General Power of Attorney are being represented by their constituted Attorney Sri Tapas Mondal & Sri Soumen Mondal, which was registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City) and therein recorded in Book No. IV, Volume No. 4, Pages 134 to 138, Being No. 142 for the year 2001.

AND WHEREAS by a Deed of Sale dated 12.03.2012, made by and between Smt. Annabala Mondal, Sri Tapas Mondal, Sri Soumen Mondal, Smt. Labanya Dey, Smt. Tanuja Sarkar, Smt. Amita Hazra, Smt. Sumitra Das & Smt. Kajali Das, therein referred to as the Vendors of the One Part and M.P. ENTERPRISE, a Partnership firm, having its office and place of Business at 181/5, A.P.C. Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata -700 004, represented its Partners 1. SMT. MITA PAL, wife of Sri Jayanta Pal, residing at 28, Ramkali Mukherjee Lane, P.O. Sinthee, P.S. Baranagar, Kolkata - 700 050 & 2. SMT. PARAMITA BOSE, wife of Sri Aloke Bose, residing at 181/5, A.P.C. Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata - 700 004, therein referred to as the Purchaser of the Other Part, the Vendor herein, which was registered in the office of the Addl. Registrar of Assurances - II, Kolkata and therein recorded in Book No. I, Volume No. 12, Pages 5436 to 5453, Being No. 02971, for the year 2012, the Vendor herein purchase in ALL THAT piece and parcel of land measuring an area 1 (One) Cottahs 14 (Fourteen) Chittacks 30 (Thirty) Sq. ft., be the same a little more or less, lying and situated at Mouza - Atghara, J.L. No. 10, R.S. No. 133, Touzi No. 10, comprised in Khatian Nos. 88, 354 & 325 appertaining to R.S. Dag No. 697, under Police Station Rajarhat at present Baguiati, under Rajarhat Gopalpur Municipality, Ward No. 06, at present Bidhannagar Municipal Corporation, Ward No. 12, in the District of North 24-Parganas, morefully and particularly described in the First Schedule hereunder written.

AND WHEREAS the Land Owner by way of Deed of Sale, as aforesaid acquired absolute right, title and interest in respect of the said property and they have decided to develop the said property by constructing a multi-storied residential building thereon through the Developer and accordingly approached the present Developer to construct the said building in accordance with the building plan to be sanctioned by Bidhannagar Municipal Corporation under certain terms and conditions as mutually agreed by and between the Land owners and the developer herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE - I

- 1. LAND: The land shall mean and include ALL THAT piece and parcel of land measuring an area of 1 (One) Cottahs 14 (Fourteen) Chittacks 30 (Thirty) Sq. ft., be the same a little more or less, lying and situated at Mouza Atghara, J.L. No. 10, R.S. No. 133, Touzi No. 10, comprised in Khatian Nos. 88, 354 & 325 appertaining to R.S. Dag No. 697, under Polize Station Rajarhat at present Baguiati, under Rajarhat Gopalpur Municipality, Ward No. 06, at present Bidhannagar Municipal Corporation, Ward No. 12, A.D.S.R. Bidhannagar (Sal. sake City) at present Rajarhat, in the Dist. North 24 Parganas, more specifically described in the First Schedule hereunder written.
- 2. BUILDING: Building shall mean the proposed construction G+ 4 storied building or buildings thereon for residential purpose with all necessary fittings and fixtures and common spaces, common basement, common utilities, common covered area, roof under ground and over ground construction installation etc. details specifically described in the SEPARATE SHEET annexed herewith to be constructed by the Builder in accordance with the Building Sanctioned Plan to be sanctioned from the appropriate authority concern of the Bidhannagar Municipal Corporation.
- LAND OWNERS: The land owners shall mean M:P. ENT&RPRISE, a Partnership
 firm, having its office and place of Business at 181/5, A.P.C. Road, P.O. Shyambazar,
 P.S. Shyampukur, Kolkata 700 004, represented its Partners 1. SMT. MITA PAL,
 wife of Sri Jayanta Pal, residing at 28, Ramkali Mukherjee Lane, P.O. Sinthee, P.S.
 Baranagar, Kolkata 700 050 & 2. SMT. PARAMITA BOSE, wife of Sri Aloke Bose,

- residing at 181/5, A.P.C. Road, P.O. Shyambazar, P.S. Shyampukur, Kolkata 700 004 and their heirs, executors, administrators, legal representatives and assigns.
- 4. DEVELOPER: The developer shall mean SATYAM CONSTRUCTION, a Partnership firm having its office at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata 700 157, District North 24-Parganas, under the State of West Bengal, represented by its partners namely (a) SRI TAPAS KUMAR MUNSHI, son of Late Prithwis Chandra Munshi, residing at DC-2/8/B, Sastri Bagan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata 700 059, (b) SRI AMIYA GAYEN, son of Late Panchanan Gayen, residing at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata 700 157, District North 24-Parganas & (c) SRI SANJIB KUMAR BISWAS, son of Nirendra Nath Biswas, residing at NK-75, Nishikanan, Teghoria, P.O. Hatiara, Kolkata 700 157, District North 24-Parganas, all are by faith Hindu, by occupation Business, by nationality Indian, and any other person or persons acting under specific authority with the office seal.
- 5. COMMON FACILITIES: Common facilities shall mean the space to be left open for common use of the intending Purchaser/ Occupier and/or Owners' allotted flats and Developers' allotted flats of the Newly constructed Building and shall include stair-case, landings, open spaces in or around the building, roofs and other common facilities whatsoever required or necessary for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and/or common facilities or any of them as the case may be.
- 6. SANCTION PLAN: Plan of the Building that will be sanctioned by the Bidhannagar Municipal Corporation and detailed particulars and parts of the certified copy both architectural and structural drawing of the same to be handed over to the Owners by the Developer on demand of the same is sanctioned.
- SALEABLE SPACE: Saleable spaces shall mean the portions of the building which
 would be made for independent use and occupation except the Owners' Allocation
 as made herein and after making due provisions for common facilities and the space
 required therefore in all cases.
- OWNERSS' ALLOCATION: The Owners herein shall be entitled to get Two
 number of Flats measuring a Covered Area 800 Sq. ft. each i.e. the total area 1600 Sq.
 ft. from the proposed new building so to be constructed by the Developer upon the

land described in the First Schedule herein under written on the basis of the plan to be sanctioned by Bidhannagar Municipal Corporation together with the proportionate undivided share of land along with the right to use of all common spaces and areas parts, amenities and facilities of the said proposed new building, which is more fully described in the Second Schedule herein under written, after completion of the proposed building if area is found more than above mentioned area and/or increase, in that event the total area shall be calculated including proportionate share of Stair Case and lift together with super built up area also and the Land Owners shall pay a sum of Rs.4,000/- (Rupees Four Thousand) only per sq. ft. for the additional extra area. Simultaneously if the area is found less than 1600 sq. ft. in that event the Developer shall pay a sum of Rs.4,000/- (Rupees Four Thousand) only per sq. ft. to the Land Owners)

That the Developer shall pay to the Owner a sum of Rs.50,000/- (Rupees Fifty Thousand) only as forfeited amount and the said amount shall paid by the Developer at the time of execution of this Agreement, which will be refund by the Owners at the time of handing over the Owners Allocation.

If any further floor sanction by the Bidhannagar Municipal Corporation over the G+4 storied building and the Developer shall construct the same, in that event the Land Owners shall be entitled to get 6% Constructed area for the extra floor.

DEVELOPERS' ALLOCATION: Developers' Allocation shall mean the remaining flats and/or any other covered spaces of the said building or buildings save and except the Owners' Allocation and as per Building Sanctioned Plan after providing for the Owners' Allocation, which is more fully described in the Third Schedule herein under written.

 ENGINEER: Engineer shall mean and qualified person or persons or firm or firms, appointed by the Builder as Architect of the Building to be constructed on the land of the Owners.

ARTICLE - II

TITLE AND INDEMNITIES INCLUDING CONSTRUCTION OBLIGATIONS:

2.1. That the Owners declare and represent that they has a good and absolute right, title to the said property and has a marketable title to enter into this Agreement

with the Builder, and also represent that no agreement for any sale or any development previously made by the Land Owners with any other Purchaser or Developer and no Suit or any legal proceedings is pending or filed against the Schedule property. The Owners also represent that this property is free from all encumbrances, mortgages, liens etc.

- 2.2. That the Land Owners do hereby declare and represent that all the Original documents in respect of the said property are laying with them and at the time of execution of the Development Agreement, the Land Owners will handover all Original documents to the Developer.
- 2.3. That the Owners shall sign and execute all papers relating thereto for the building to be constructed at the said land of the Owners as and when required only after satisfying themselves that execution of such document shall not cause any harm, damage or financial or any other kind of loss to himself and violation of law of the land in vogue.
- 2.4. That all expenses and liabilities for construction which are to be constructed in the said premises shall be borne and paid by the Builder and the Owners shall not be liable to bear any expenses and constructional liabilities thereto including the costs and expenses relating to sanctioned plan, and other proposed necessary preliminary costs and expenses relating to full or phase wise process of construction.
- 2.5. That the Developer undertakes to construct the Building in accordance with the Building sanctioned plan.
- That the Owners herein shall handover the vacant possession after getting written notice from the Developer.
- 2.7. That the Developer shall act as an independent Contractor in the matter of Development and construction of the building and also undertake to keep the Owners indemnified from and against all Third.Party claim or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the said premises of the Owners.

ARTICLE - III : PLAN

- 3.1. Immediately after the execution of this agreement the Developer in consultation with a qualified architect shall prepare a plan for the construction of building and submit the same before the competent authority and for the purpose of submitting the plan the Owners shall extend their co-operation. The Owners shall also execute a Power of Attorney in favour of the developer namely Satyam Construction to represent the Owners from time to time before the competent authority / authorities. The developer shall obtain all permissions and approvals as required by law and bear all costs, charges and expenses as may be necessary or be required from time to time for the purpose of sanctioning the plan.
- 3.2. The developer shall bear and pay all such charges for the sanction of the building as shall be required by the competent authority.

ARTICLE - IV : DEVELOPER / PROMOTER'S RIGHTS

- 4.1. The Developer / Promoter shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or take any advance against their subject to observance of all terms and conditions contained berein.
- 4.2. The land Owners hereby grant subject to what have been hereunder provided, exclusive right to the Promoter / Developer to built the proposed new building upon the said premises in accordance with the plan to be sanctioned by Bidhannagar Municipal Corporation III, the name of the land Owners with or without any amendment and / or modification there to made or caused to be made by the parties thereto.
- 4.3. That the Promoter / Developer shall carry the demolishing and / or construction work at his own cost in a most skilful manner and shall remain fully liable for all its acts, deeds and things whatsoever. The old building materials will be the property of the Promoter / Developer. The Developer shall dispose the present existing structure standing over the first schedule property at its own risk and cost of the Developer and shall receive the amount of such disposal.
- 4.4. That Booking or part consideration from intending purchasers for Developer's allocation will be taken by the Developer and the Agreement for Sale with the

- intending purchaser will be signed by the attorney holder as aforesaid on behalf of the Owners.
- 4.5. That the selling rate of the Developer / Promoter's allocation will be fixed by the Promoter / Developer without any permission or consultation with the Owners. The profit & Loss earned from the project will be entirely received or borne by the Promoter / Developer and no amount will be adjusted from the Owner's allocation on account of loss or vice versa on account of profit from Developer / Promoter's allocation.
- 4.6. Promoter / Developer is empowered to collect consideration money from the sale of Promoter's allocation from the intending purchaser and issue money receipt in his own name and more over take advance of consideration money from the intending purchasers for Developer's allocation only.
- 4.7. That on completion of the proposed G+4 storied building when the flat/s are ready for giving possession the Developer will put the landlord in it's allocation. The possession letter will be signed by the Developer / Promoter and the attorney holder of the Owners also will sign if needed. The Deed of Conveyance will be signed by the Developer / Promoter and the attorney holder as aforesaid on behalf and as representatives of the Owners / vendor.
- 4.8. All construction cost will be borne and paid by the Promoter / Developer and no liability on account of construction cost will be charged from Owner's allocation in the proposed new building.

ARTICLE - V CONSIDERATION

- 5.1. The Promoter have agreed to construct and complete the said proposed building at its own cost, expenses and responsibilities and Owners shall not in any manner whatsoever be required to contribute any sums towards the construction of the said building or otherwise.
- 5.2. In consideration of the Owners having agreed to grant exclusive right for developing the said premises in addition to the Owner's Allocation as herein provided, as mentioned above.

- Apart from the aforesaid consideration which has already been made by the Developer / Promoter to the Owners as indicated in first clause of this article, hereinabove written, the Promoter has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and / or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows:-
 - a) Space allocation to the Owners;
 - Cost charges and expenses incurred for construction erection and completion of the said new building at the said premises.
 - c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Bidhannagar Municipal Corporation.
 - Costs, charges and expenses incurred for installation of Engine if any and also sewerage drainage and other connections.
 - e) Fees payable to architect and the Engineers as also fees payable to the
 Bidhannagar Municipal Corporation for the purpose of obtaining
 necessary permission of sanction of sewerage drainage and water
 connection.
 - f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
 - g) Cost of supervision of construction of the Owner's allocation of the said premises.

ARTICLE - VI : DEALING OF SPACE IN THE BUILDING

6.1. The developer shall on completion of the building put the land Owners first in undisputed possession of the Owner's allocation TOGETHER WITH all rights of the common facilities and amenities.

- 6.2. The Owners shall be entitled to transfer or otherwise deal with Owner's allocation in the building.
- 6.3. The developer shall be exclusively entitled to deal the developer's allocation in the building with exclusive right to transfer the same subject to the provisions hereof and the Owners shall not put in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
- 6.4. In so far as necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer's allocation shall be in the same of the Owner's for which purpose the Owners undertakes to execute a Registered General Power of Attorney in favour of the aforesaid two partners of the developer firm. It being understood that such dealing shall not in any manner bind or create any financial liability upon the land Owners.
- 6.5. The land Owners upon receiving possession of Owner's allocation shall execute the Deed of Conveyance or Conveyances in favour of the Developer or in favour of the Developer's nominee or nominees in such part or parts as shall be required by the Developer in relation to the Developer's Allocation of the said proposed new building. The Owners if requires, have agreed to join and execute all such conveyance and conveyances which shall be required from time to time in respect of Developer's Allocation in favour of the nominees / agents of the Developer without claiming anything and the Owner's allocation has referred herein above is the full and final consideration in respect of the Development Agreement.

ARTICLE - VII : POWER AND PROCEDURE

7.1. The Owners shall execute and register a Power of Attorney and / or give necessary authority in writing in favour of the Partners of the developer firm namely SATYAM CONSTRUCTION, a Partnership firm having its office at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24-Parganas, under the State of West Bengal, represented by its partners namely (a) SRI TAPAS KUMAR MUNSHI, son of Late Prithwis Chandra Munshi, residing at DC-2/8/B, Sastri Bagan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700 059, (b) SRI AMIYA GAYEN, son of Late Panchanan Gayen, residing at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati,

Kolkata - 700 157, District North 24-Parganas & (c) SRI SANJIB KUMAR BISWAS, son of Nirendra Nath Biswas, residing at NK-75, Nishikanan, Teghoria, P.O. Hatiara, Kolkata - 700 157, District North 24-Parganas, all are by faith - Hindu, by occupation - Business, by nationality - Indian, including Power of preparing and executing and signing the agreement for sale and for registration of Deed of Conveyance for Developer's allocation.

ARTICLE - VIII : TIME

8.1. That the Developer shall complete the Owner's Allocation as well as the proposed G+4 storied building within 30 (Thirty) months from the date of sanction plan. If the developer fails to complete the construction work, a further period of 6 (Six) months shall be extended. Provided that the Owners prior to obtain sanction plan shall put the developer in exclusive and uninterrupted possession in respect of the first schedule property.

ARTICLE -IX: NEW BUILDING

- 9.1. The Developer shall at its own costs construct, and complete the new building or buildings at the said premises in accordance with the sanction plan with good and standard (ISI) material as may be specific by the Architect from time to time.
- 9.2. The Developer shall install, erect in the building at Developer's own cost expenses pump, over head reservoir, electrification, permanent electric connection from the WBSEDCL / CESE and until permanent electric connection is obtain temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on Ownership basis.
- 9.3. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context.
- 9.4. The Owners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties that the Owners shall not pay any taxes as Municipal / Corporation taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne and paid by

the promoter from the date of execution of these presents upto the date of handing over land lord's allocation. From the date of completion and allocation of the land lord's allocation the Owners and the promoter shall be borne in proportionate share all municipal and other taxes respectively.

ARTICLE - X: OWNERS'S RIGHT & REPRESENTATIONS

- 10.1. The Owners shall deliver, vacant khas possession of the said premises to the developer on the date of execution of this agreement along with all necessary documents required by the developer for sanctioning of the building plan and for completion of the proposed G+4 storied building and the developer shall issue a letter confirming such delivery of possession by the Owners to the developer.
- 10.2. The said premises is free from all encumbrances and the Cwners have a good and lawful marketable title in respect of the said premises including above.
- 10.3. That the Owners shall hand over all the necessary original documents to the Developer for obtaining the sanction plan for the completion of the proposed G+4 storied building or buildings.

ARTICLE - XI : COMMON FACILITIES

- 11.1. The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according due as and from the date of execution this agreement.
- 11.2. The Owners and the developer shall punctually and regularly pay taxes etc. for their respective allocations. The said rates and taxes to the concern authority or otherwise as may be mutually agreed upon between the Owners and the developer and both the parties shall keep each other indemnifies against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the developer in this behalf.
- 11.3. As and from date of service of notice of possession the Owners shall also be responsible to pay and bear and shall pay to the developer the service charges for the common facilities in the new building payable in respect of the Owner's

Allocation such charges are to include proportionate share of premium for the insurance of the building water, fire and damaging charges and taxes light sanction and maintenance occasional repair and renewal charges, for all connection and management of common facilities, renovation, replacement, repair and maintenance chargeable expenses for the building and for all common wiring pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.

- 11.4. Any transfer of any part of the Owner's Allocation in the new building shall be subject to the other provision thereof and the Owners shall there after be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.
- 11.5. The Owners shall unlawful act, deed or things where by the developer may be prevented from the construction and completion of the said building.

ARTICLE - XII : OWNER'S OBLIGATION

- 12.1. The Owner's allocation in the building shall be subject at the same restrictions and use as applicable to the developers allocated in the building intended for common and floor and ceiling etc. in each of his respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them, and / or the occupation of the building indemnified from and against the consequence of any breach.
- 12.2 The Owners shall permit the developer and its servants and agents with or without workman and other at all reasonable time to enter into and upon his Owner's allocation and every part thereof the purpose of maintenance or remaining any part of the building and / or for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of building down maintaining repairing and testing drainage and pipes electric wires and for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wires and of for the similar purpose.

ARTICLE - XIII: COMMON RESTRICTIONS

- 13.1. The Owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the propose building for the benefits of all occupiers of the building which shall include as following:-
- 13.2. Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for carrying on any obnoxious, unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 13.3. Neither party shall demolish any wall or other structure in his respective allocation or any portion thereof or make any structural alternation thereon without the previous consent of other in this behalf.
- 13.4. Neither party shall transfer or permit to transfer of their respective allocation or any portion unless such party shall have observed and performed all to the condition on their respective part to be observed and / or performed the proposed transferred shall have given written undertaking to the terms and conditions hereof and of these presents and further that such transferred shall pay all and whatsoever shall be payable in relation to the area in his possession.
- 13.5. Both the parties shall abide by all laws, bye-laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviations, violations and / or breach of any of the said laws by laws and regulations.
- 13.6. The respective allocation shall keep the interior walls, sewerages, drains, pipes and other fittings and fixtures and appurtenances building at the said premises by the Developer.
- 13.7. The Owners hereby agree and covenant with the developer not do any act, deed or things whereby the developer may be prevented from selling assigning and / or disposing of any of the developer's allocated portion of the building at the said premises.

ARTICLE - XIV : DEVELOPER'S OBLIGATION

- 14.1. The developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the said building and the developer shall have right to amalgamats the present plot with any adjacent plot of land for making constructions and ir. that case the owner's allocation will be restricted in respect of the land of the owners.
 - 14.2. The developer hereby agrees and covenants with the Owners not to do any act, deed thing whereby the Owners is prevented from enjoying, selling assigning and / or disposing of any Owner's allocation in the building at the said premises.
 - The developer hereby agrees not to part with possession of the developer's 14.3. allocation or any portion thereof unless possession of the Owner's allocation are ready provided however it will not prevent the developer from entering into any agreement for sale or transfer or deal with the developer's allocation and also to take part of full consideration money from intending buyers of developer's allocation and it is made clear that the Owners shall remain bound to execute a registered General Power of Attorney empowering the sole proprietor of the developer firm namely SATYAM CONSTRUCTION, a Partnership firm having its office at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata -700 157, District North 24-Parganas, under the State of West Bengal, represented by its partners namely (a) SRI TAPAS KUMAR MUNSHI, son of Late Prithwis Chandra Munshi, residing at DC-2/8/B, Sastri Bagan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700 059, (b) SRI AMIYA GAYEN, son of Late Panchanan Gayen, residing at TG-119, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24-Parganas & (c) SRI SANJIB KUMAR BISWAS, son of Nirendra Nath Biswas, residing at NK-75. Nishikanan, Teghoria. P.O. Hatiars, Kolkata - 700 157, District North 24-Parganas, all are by faith -Hindu, by occupation - Business, by nationality - Indian, to execute all such agreement for sale or transfer for and on behalf of the Owners concerning developer's allocation of the building of the said premises.

ARTICLE - XV : OWNER'S INDEMNITY

15.1. The Owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance provided the developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

ARTICLE - XVI : DEVELOPER'S INDEMNITY

- 16.1. The developer hereby undertake to keep the Owners indemnified against all third party claim and action arising out of the any sorts of act or occupation commission of the developer in relation to the construction of the said building.
- 16.2. The developer hereby undertake to keep the Owners indemnified against all actions, suits, costs proceedings and claims that may arise out of the developer's allocation with regard to the development of the said premises and / or for any defect therein.

ARTICLE - XVII : MISCELLANEOUS

- 181. Immediately upon the developer obtaining vacant possessions of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authority.
- 18.2. It is understood that from time to time facilities the construction of the said building by the developer various act deeds, matters and things not hereby specified may be required to be done by the developer for which the developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners related to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such as acts, deeds, matters and things and when required and the Owners shall execute any such additional power of attorney or authorization as may be required by the developer for any such purposes and the Owners also undertake to sign and execute all such additional application and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Owner's and / or against the spirit of these presents.
- 18.3. The Owners shall not be liable or any income tax wealth tax or any other taxes in respect of the developer's allocation and the developer shall be liable to make

payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

- Any notice required to be given by the developer to the Owners shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by repaid registered post with due acknowledgment and shall likewise be deemed to have been served on the developer by the Owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the developer.
- 18.5. The developer and the Owners shall mutually frame scheme for the management and the administration of the said building and / or common parts thereof after the completion of the said building.

ARTICLE - XVIII : LEGAL ACTION

19.1. That if any dispute and differences shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the two arbitrators to be appointed each by the developer and the Owners herein and the decision of the said arbitrators will be final and binding upon the parties provided that if any conflict decision will asse by the decision of the Arbitrators, any third Arbitrator or Umpire will be appointed under Arbitration and Conciliation Act., 1996.

ARTICLE - XIX : FORCE MAJEURE

- 20.1. The parties shall not be considered to be liable for any obligations hereunder to the extend that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligation during the duration of the force majeure.
- 20.1. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest civil common strike and / or any other act, of commission beyond the control of the parties hereto.

(Description of land)

ALL THAT piece and parcel of land measuring more or less 1 (One) Cottahs 14 (Fourteen) Chittacks 30 (Thirty) Sq. ft., be the same a little more or less, lying and situated at Mouza - Atghara, J.L. No. 10, R.S. No. 133, Touzi No. 10, comprised in Khatian Nos. 88, 354 & 325 appertaining to R.S. Dag No. 697, under Police Station Rajarhat at present Baguiati, under Rajarhat Gopalpur Municipality, Ward No. 06, at present Bidhannagar Municipal Corporation, Ward No. , A.D.S.R. Bidhannagar (Salt Lake City) at present Rajarhat, in the Dist. North 24 Parganas, in the locality of Atghara Purba Para, (Atghara), which is butted and bounded as follows:-

ON THE NORTH : Land of Amita Hazra & Land of Sumitra Das.

ON THE SOUTH : Land of Kajal Das & Land of Dag No. 693.

ON THE EAST : 22' ft. wide Corporation Road.

ON THE WEST : Land of Ramjan Ali Mandal.

THE SECOND SCHEDULE REFERRED ABOVE

(Owner's allocation)

10. OWNERS' ALLOCATION: The Owners herein shall be entitled to get Two number of Flats measuring a Covered Area 800 Sq. ft. each i.e. the total area 1600 Sq. ft. from the proposed new building so to be constructed by the Developer upon the land described in the First Schedule herein under written on the basis of the plan to be sanctioned by Bidhannagar Municipal Corporation together with the proportionate undivided share of land along with the right to use of all common spaces and areas parts, amenities and facilities of the said proposed new building, which is more fully described in the Second Schedule herein under written, after completion of the proposed building if area is found more than above mentioned area and/or increase, in that event the total area shall be calculated including proportionate share of Stair Case and lift together with super built up area also and the Land Owners shall pay a sum of Rs.4,000 (Rupees Four Thousand) only per sq. ft. for the additional extra area. Simultaneously if the area is found less than 1600 sq. ft. in that event the

Baramila Bose.

Developer shall pay a sum of Rs.4,000/- (Rupees Four Thousand) only per sq. (t. to

That the Developer shall pay to the Owner a sum of Rs.50,000/- (Rupees Fifty Thousand) only as forfeited amount and the said amount shall paid by the Developer at the time of execution of this Agreement, which will be refund by the Owners at the time of handing over the Owners Allocation.

If any further floor sanction by the Bidhannagar Municipal Corporation over the G+4 storied building and the Developer shall construct the same, in that event the Land Owners shall be entitled to get 6% Constructed area for the extra floor.

THE THIRD SCHEDULE ABOVE REFERRED

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire building (excluding Owner's allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer together with the absolute right on the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters by and mode of transfer of property act and / or lease, let out or in any manner may with the same subject to fulfillment and observe of all the terms and conditions contained to these presents.

Annexure A

SPECIFICATION OF WORK

FOUNDATION: R.C.C. foundation and framed structure for each.

WALL: 8"/5" Thick main wall, 5"/3" thick wall for all floors of the building.

DOORS: All frames of Sal wood / hard wood except toilet and kitchen.

WINDOWS: Aluminium window fitted with glass and necessary accessories.

FLOORS: All floors of Owner's allocation will be made by Tiles.

SANITARY AND PLUMBING WORKS: The toilets will be provided with Indian type pan or commode with lowdown cistern one shower, Nos. 2 bib-cocks. The kitchen will be provided marble sink and 2 Nos. of bib-cocks. All Fittings will be Esco made and standard quality. All pipe lines will be exposed on the surface of the wall. The toilets will have 6' high tiling on all side walls.

KITCHEN: Cooking slab/bench 6'-6" will be fitted with black stone with 4' height wall over the cooking slab will be finished with glazed tiles.

GRILLS & RAILINGS : All windows - grills and are made as per architect's approved design.

ELECTRICAL WORKS: Concealed wiring will be provided throughout the flat. One ceiling fan point, two light points, one plug point in each bed room. In dinning / drawing room, there shall be provided two fan points, two plug points, one T.V. / Fridge point, in kitchen, there shall be two light points, one exhaust fan point, one plug point and one light point. One exhaust fan point, one plug point in bathroom. For all other places the light point will be kept one only. The main door in each flat shall be fitted with calling bell point.

INSIDE AND OUTSIDE FINISHING: All rooms (inside) will be finished with Putty.

Decorative cement wash and snow-cem colour paint will be finished to all plastered surface outside the building.

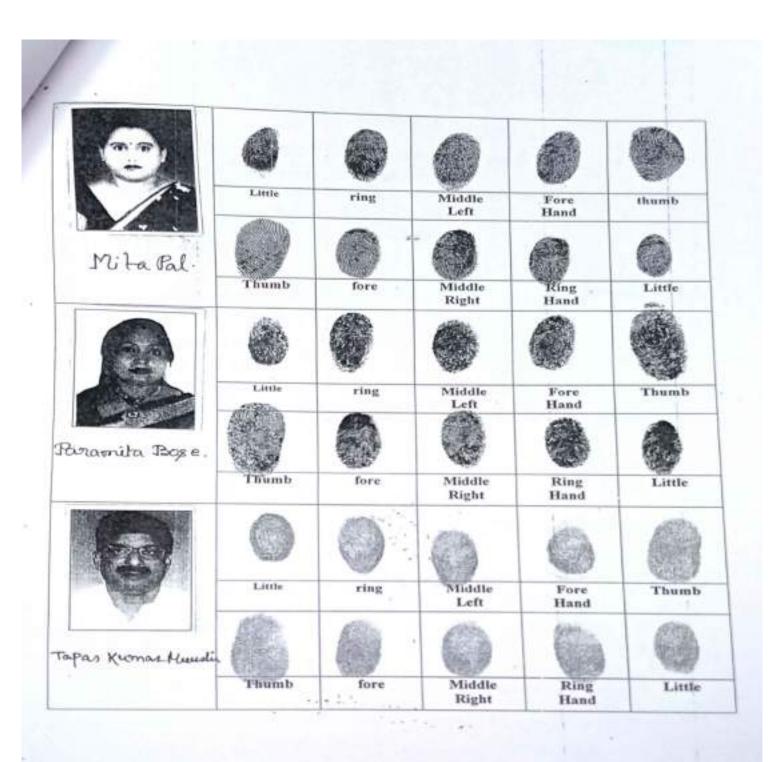
WATER SUPPLY ARRANGEMENT: The main source of water will be from deep-tubewell. Suitable size over head tank will be constructed on the roof. A pump also be fitted to lift the water from ground to over head tank. A good network of pipe lines will be distributed to all the flats throughout day and night.

ROOF: The roof of the building will be finished with water and heat proofing.

ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION

- (a) The extra work may be done subject to architect's prior approval and money will be deposited in advanced.
- (b) The decision of developer will be final.

Page 22 of 23 IN WITNESS WHEREOF both the parties bereunto put their respective hands on this the day, month and year first above written. SIGN, SEAL AND DELIVER IN PRESENCE OF: For M. P. ENTERPRISE Barrel Cel. Mita Pal. BUT P . OFFERPRISE Poramita Sage. . Parrisda Signature of the Land Owners 2 Mansur Ahamed Barasat, Kol-125 SATYAM CONSTRUCTION Tapas Kumar Munshie Partner Signature of the Developer



MEMO

RECEIVED a sum of Rs.50,000/- (Rupees Fifty Thousand) only as forfeited amount from

the above named Developer as per memo below

Paid by Cheque NO OFBEET dated 28:06:2017 IDBI Bank

Reapply Branch Re.

20,000.00

TOTAL

Rs. 50,000.00

IN THE PRESENCE OF

1. Smil- Avidous

2 Mansur Alamed

FOR M. P. ENTERPRISE Mita Pal. 1

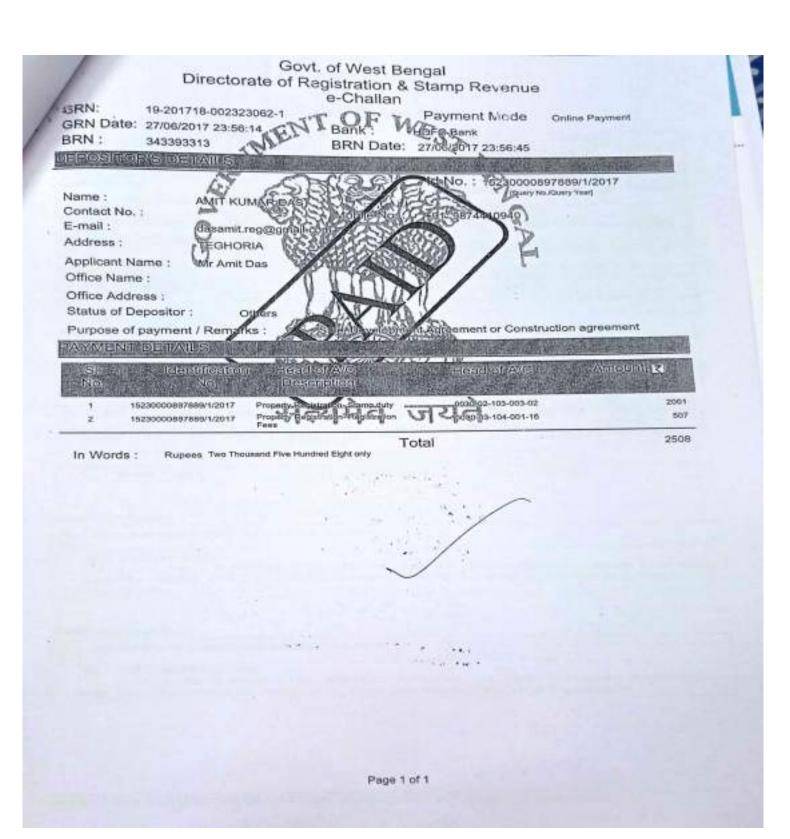
In a compared Paramita Boxe!

Signature of the Land Owner

Drafted by :-

Blatendsakshne Ray

-Hish court carwilles F-563/547/89.



Major Information of the Deed

Deed No :	1-1523-05765/2017	Date of Registration 28/06/2017			
Query No / Year	1523-0000897889/2017	Office where deed is registered			
Query Date	25/06/2017 6:44:23 PM	A.D.S.R. RAJARHAT, District: North 24-Pargani			
Applicant Name, Address & Other Details	Amit Das Barasat, Thana : Barasat, District Mobile No. : 9874410940, Status	: North 24-Parganas, WEST BENGAL, PIN - 700124.			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4311] Other than Immovable Property, Receipt [Rs : 50,000/-)			
Set Forth value	THE PERSON NAMED IN	Market Value			
Rs. 3/- Stampduty Paid(SD)		Rs. 36,22,501/- Registration Fee Paid:			
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban			

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:

Sch	Plot Number	Khatian	Land	Market Company of the	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-697	LR-88	Bastu	Bagan	8 Chatak	1/-	9,45,000/-	Width of Approach Road: 22 Ft.,
L2	LR-697	LR-354	Bastu	Bagan	8 Chatak	1/-	47.4474400	Width of Approach Road: 22 Ft.,
L3	LR-697	LR-325	Bastu	Bagan	14 Chatak 30 Sq Ft	1/-	17,32,501/-	Width of Approach Road: 22 Ft.,
		TOTAL :	-		3.1625Dec	3/-	36,22,501 /-	
	Grand	Total:			3,1625Dec	3/-	36,22,501 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
†	M.P. ENTERPRISE 181/5, A.P.C. ROAD, SHYAMPUKUR, P.O SHYAMPUKUR, P.S Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004, PAN No.:: AAPFM9812J, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	SATYAM CONSTRUCTION TG-119, TEGHORIA MAIN ROAD, P.O HATIARA, P.S Bagulati, District:-North-24-Parganas, West Bengal, India, PIN - 700157, PAN No.:: ABYFS2617J, Status::Organization, Executed by: Representative

04/07/2017 Query No:-15230000897889 / 2017 Deed No :I - 152305785 / 2017, Document is sligitally signed

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representative Details : Name, Address, Photo, Finger print and Signature No Photo Finger Print Smt MITA PAL Signature Wife of Shri JAYANTA PAL Date of Execution -28/06/2017, , Admitted by: Self, Date of Admission: Mita Pal-28/06/2017, Place of Admission of Execution: Office AUR 28 2017 3:34PM 28, RAMKALI MUKHERJEE LANE, P.O.- SINTHEE, P.S.- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AWYPD8613L Status : Representative, Representative of : M.P. ENTERPRISE (as PARTNER) Name Photo Finger Print Smt PARAMITA BOSE Wife of Shri ALOKE BOSE Date of Execution 28/05/2017, , Admitted by: Self, Date of Admission: Panarita Rose 28/06/2017, Place of Admission of Execution: Office 181/5, A.P.C. ROAD., P.O:- SHYAMBAZAR, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004. Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, ... PAN No.:: APTPB3120N Status: Representative, Representative of : M.P. ENTERPRISE (as PARTNER) Name Photo Finger Print Signature Shri TAPAS KUMAR MUNSHI (Presentant) Daugther of Late PRITHWIS CHANDRA MUNSHI or source + Alema Par Date of Execution 28/06/2017, , Admitted by: Self, Date of Admission: 28/06/2017, Place of Admission of Execution: Office LTI 99/2017 DC-2/8/B, SASTRIBAGAN, P.O.- D B NAGAR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, ,

Identifier Details :

PARTNER)

Name & address

PAN No.:: AJDPM7924K Status : Representative, Representative of : SATYAM CONSTRUCTION (as

Mr AMIT DAS Son of Mr D DAS

BARASAT, P.O.- BARASAT, P.S.- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Smt MITA PAL Smt PARAMITA BOSE, Shri

TAPAS KUMAR MUNSHI

28/06/2017

04/07/2017 Query No:-15230000897889 / 2017 Deed No :1 - 152305785 / 2017. Document is digitally signed.

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LNO	From	To: with area (Name-Area)	
150	M.P. ENTERPRISE	SATYAM CONSTRUCTION-0.825 Dec	
Trans	fer of property for L2		7.5.3
SI.No	From	To, with area (Name-Area)	3-1
t	M.P. ENTERPRISE	SATYAM CONSTRUCTION-0.825 Dec	
Transi	fer of property for L3		
SI.No	From	To. with area (Name-Area)	39
	M.P. ENTERPRISE	SATYAM CONSTRUCTION-1.5125 Dec	

Endorsement For Deed Number: I - 152305765 / 2017

On 28-06-2017

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

Admissible under rule 21 of West Bengal Registration Rule, 1982 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 13:10 hrs on 28-06-2017, at the Office of the A.D.S.R. RAJARHAT by Shri TAPAS KUMAR MUNSHI ...

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 36.22.501/-

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

Execution is admitted on 28-06-2017 by Smt MITA PAL, -PARTNER, M.P. ENTERPRISE (Partnership Firm), 181/5, A.P.C. ROAD, SHYAMPUKUR, P.O. SHYAMPUKUR, P.S. Shyampukur, District: Kolkata, West Bengal, India, PIN - 700004

Indetified by Mr AMIT DAS. . . Son of Mr D DAS, BARAS , P.O. BARASAT, Thana: Barasat, . North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-06-2017 by Smt PARAMITA BOSE, PARTNER, M.P. ENTERPRISE (Partnership Firm), 181/5, A.P.C. ROAD, SHYAMPUKUR, P.O.: SHYAMPUKUR, P.S.: Shyampukur, District:-Kolkata, West Bengal, India, PIN - 700004

Indetified by Mr AMIT DAS, . . Son of Mr D DAS, BARASAT, P.O. BARASAT, Thena: Barasat, . North 24-Parganas, WEST BENGAL, India, PiN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-06-2017 by Shri TAPAS KUMAR MUNSHI, PARTNER, SATYAM CONSTRUCTION (Partnership Firm), TG-119, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mr AMIT DAS, . , Son of Mr D DAS, BARASAT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 507/- (B = Rs 500/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 507/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/06/2017 11:56PM with Govt. Ref. No. 192017180023230621 on 27-06-2017, Amount Rs: 507/-, Bank HDFC Bank (HDFC0000014), Ref. No. 343393313 on 27-06-2017, Head of Account 0030-03-104-001-16

04/07/2017 Query No:-15230000897889 / 2017 Deed No:1 - 152305765 / 2017, Document is dinitally signed.

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syment of Stamp Duty

2.4 TACAMANATACAMA Description of Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 5,000/-, by prime = Rs 2,001/-, Description of Stamp

1. Stamp: Type: Impressed, Serial no 10900, Amount: Rs.5,000/-, Date of Purchase: 24/06/2017, Vendor name: MOUSUMI GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/06/2017 11:56PM with Govt. Ref. No. 192017180023230621 on 27-06-2017, Amount Rs. 2,001/-, Benk: HDFC Bank (HDFC0000014), Ref. No. 343393313 on 27-06-2017, Head of Account 0030-02-103-003-02

Shan

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal

07/2017 Query No: -15230000897889 / 2017 Deed No 1 - 152305765 / 2017, Document is digitally signed.

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egistered in Book - I Volume number 1523-2017, Page from 165164 to 165196 being No 152305765 for the year 2017.



Shan

Digitally signed by DEBASISH DHAR Date: 2017.07.04 13:31:40 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 04-07-2017 13:31:39
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

04/07/2017 Query No:-15230000897889 / 2017 Deed No: 1 - 152305765 / 2017, Document is distally signed.

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