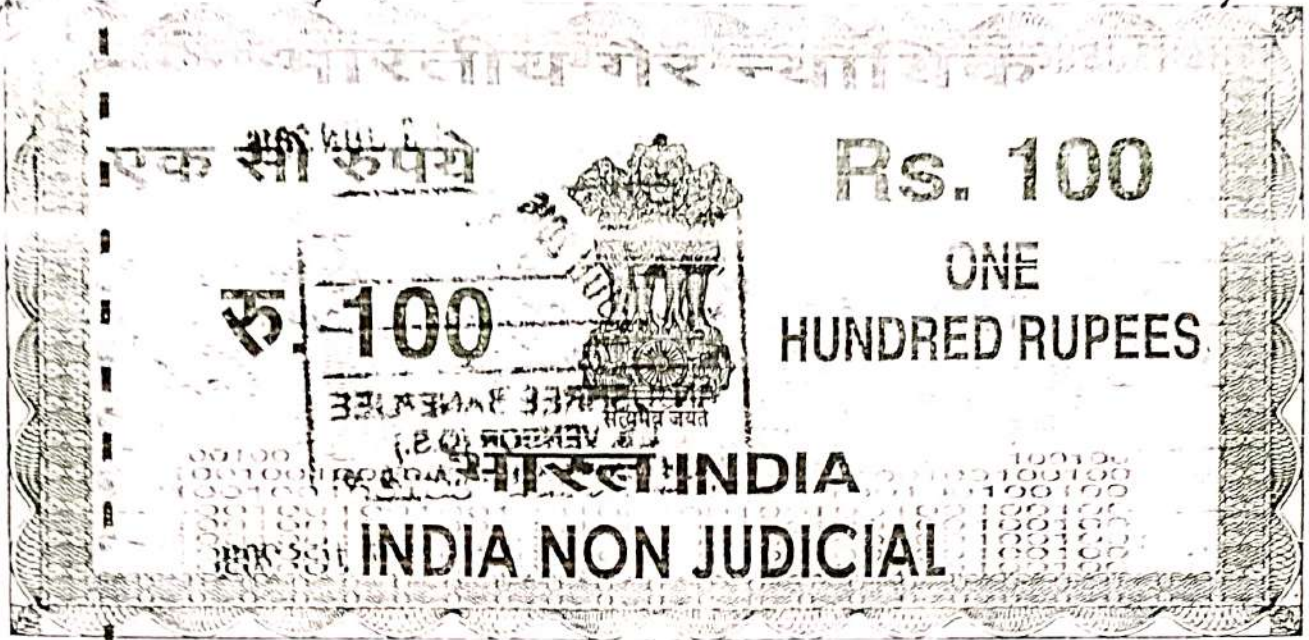


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पश्चिमबङ्ग पश्चिम बंगाल
WEST BENGAL
This document is admitted to registration. The signature sheets and the endowment sheets attached with the document are the part of this document.

W 294734

WS
District Sub-Register-III
Alipore, South 24-parganas
03 OCT 2016

Q-1-354696/16

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 3rd day of Oct 2016 (Two Thousand Sixteen) BETWEEN SMT. CHABI RANI MALICK, PAN : CQPPM0684R wife of Late Paresh Chandra Mallick, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 53, Rajdanga Gold Park, Post Office - EKTP, Police Station - Kasba, Kolkata - 700107, District- South 24-Parganas, hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, legal representatives and assigns) of the ONE PART.

::2::

AND

M/S SHIBAYYA CONSTRUCTIONS PVT. LTD. having its Pan Card No. AAKCS6379P, a company within the meaning of the Companies Act, 1956 having its office at 167, Rajdanga Nabapally, Post Office- EKTP, Police Station - Kasba, Kolkata -700107, represented by its Managing Director SRI SUBRATA DAS, PAN : AFXPD8345P, son of Late Narayan Chandra Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Block-I, House No.9, Tagore Park, Post Office Tiljala Police Station - Kasba, Kolkata - 700039, District- South 24-Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office and assigns) of the OTHER PART.

WHEREAS the then vendor Nemai Chandra Ghosh, son of Late Nirod Chandra Ghosh, Smt. Subodini Ghosh, wife of Late Nirod Chandra Ghosh, were jointly owners of ALL THAT piece and parcel of land measuring more or less 2 cottahs 10 chittacks, comprised in Touzi No. 145, J.L. No.13, Khatian No.472 and Dag No.2385 under Mouza - Kasba, sold, transferred and conveyed unto and in favour of Chabi Rani Mullick the owner herein and the said Deed was duly registered on 14.08.1961 registered with the office of the Sub-Registrar, Alipore Sadar and recorded in Book No.I, Volume No.129, Pages from 178 to 182 Being No. 6857 for the year 1961.

AND WHEREAS the then vendor Sailendra Nath Ghosh, son of Late Sarat Chandra Ghosh and his son and daughters namely Arun Kumar Ghosh (Minor), Chotorani Ghosh (minor), Purabi Ghosh (minor), Kuchorani Ghosh (minor) were

::3::

jointly owners of **ALL THAT** piece and parcel of land measuring more or less 2 cottahs 10 chittacks, comprised in Touzi No. 145, J.L. No.13, Khatian No.472 and Dag No.2385 under Mouza - Kasba, sold, transferred and conveyed unto and in favour of Chabi Rani Mullick the owner herein and the said Deed was duly registered on 14.08.1961 registered with the office of the Sub-Registrar, Alipore Sadar and recorded in Book No.I, Volume No.127, Pages from 82 to 86, Being No. 6858 for the year 1961.

AND WHEREAS Anil Kumar Ghosh, Bishnupada Ghosh and Susanta Kumar Ghosh, all sons of Late Prabodh Chandra Ghosh were jointly owners of **ALL THAT** piece and parcel of land measuring more or less 1 cottah 2 chittacks, comprised in Touzi No. 145, J.L. No.13, Khatian No.472 and Dag No.2385 under Mouza - Kasba, sold, transferred and conveyed unto and in favour of Chabi Rani Mullick the owner herein and the said Deed was duly registered on 03.10.1961 registered with the office of the Sub-Registrar, Alipore Sadar and recorded in Book No.I, Volume No.131, Pages from 211 to 215, Being No. 7991 for the year 1961.

AND WHEREAS after purchase of the said three plots the present owner mutated her name as absolute and lawful owner in the Assessment collection department of the Kolkata Municipal Corporation being known as Premises No.53, Rajdanga Gold Park, Police Station - Kasba, Kolkata - 700107, under Ward No.-107, Borough No.XII, being Assessee No, 31-107-15-0053-0, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, hereinafter referred to as the "**Said Premises**" free from all encumbrances whatsoever.

::4::

AND WHEREAS while in enjoyment of the schedule property, the party of the one part intended to develop her said property by raising a multi storied building thereon through a Developer as will be settled amicably among themselves.

AND WHEREAS on coming to know of such intention the above named Developer approached the present owners to allow the Developer company to construct the multi storied building after developing the said property at its own costs, risks and expenses and by taking all responsibilities for constructing the said building for and on behalf of the above named owner in the schedule mentioned property.

AND WHEREAS the above named Developer has agreed to construct a multi storied Building as per sanctioned Plan to be sanctioned by the Authority of the Kolkata Municipal Corporation and the Owner have accepted the offer of the Developer and entrusted it to construct the said multi-storied Building upon the said property of the Owner and accordingly the Owner of the said property decided to develop the said property through the said Developer under terms and conditions contained herein.

[**AND WHEREAS** accordingly, the **OWNER** herein have been occupying, enjoying and possessing and lawfully seized and possessed of or otherwise well and sufficiently entitled to the said premises with structures standing thereon exercising all acts of ownership and possession by paying rents and taxes for the same as a absolute owners in possession and free from all encumbrances, attachments, claims, demands, interferences, disturbances, defects and obstructions, from any Party or Parties in any manner whatsoever.]

::5::

AND WHEREAS the party of the FIRST PART is in urgent need of financial accommodation for which the second party/developer shall pay total non-refundable sum of Rs..35,00,000/- (Rupees Thirty Five Lac) only to the First Party/Owners herein.

AND WHEREAS thereafter the Second Party shall promote and develop the land mentioned herein above by raising a G + IV or G + V multi storied building thereon with its own expenses and liability and that the ratio of the parties hereto shall be 50: 50 each for land owners and the Developer upon the total F.A.R. to be sanctioned by the authority of The Kolkata Municipal Corporation.

- A. The Developer herein, is engaged in the business of developing and commercially exploiting landed properties and have practical experience, technical expertise and financial resources in and for construction and promotion of residential/commercial multi storied buildings.
- B. The Owner, being desirous to develop and commercially exploit the said Property have approached the Developer and the Developer, relying upon the submissions and representations of the Owner and being satisfied about the title of the owner in respect of the said property and after examination/verification/searching of the documents/ title deeds produced by the Owner, and being satisfied about the title of the Owner in respect of the said property have agreed to enter into this Joint Venture Agreement to construct a building on the said Property on the terms and conditions hereunder written.

- C. That the First Party/Owner shall be entitled to get 50% of the total F.A.R. to be sanctioned in the plan by the authority of K.M.C. and the Second Party/Developer shall be entitled to get the rest 50% of the total F.A.R. as per plan sanctioned by the Kolkata Municipal Corporation, where the Owner's Allocation to be completed and finished in habitable condition in all respects. A supplementary agreement is to be made between the parties herein for specification of the floors to be allotted according to the sanctioned building plan or for any other reasons, if necessary.

AND WHEREAS before execution of this agreement, the owner has represented and assured to the Developer as follows :-

1. That the said property is free from all encumbrances, chargers, liens, attachments, lispendences and the same is fully occupied by the Owner of the said property.
2. That except the present owner nobody has any right, title, interest, claim, demand whatsoever or howsoever into or upon the said property.
3. That the Owner hereby declare that she will vacate the FIRST SCHEDULE property and deliver the possession of the First Schedule property as is where is basis unto and in favour of the Developer for proposed construction of the multi storied building.

4. That the owner have declared to the Developer that the Owner have a good and marketable title in respect of the said property situated thereon without any claim, right, title, interest of any person thereof or therein and the Owner have absolute right to enter into this Agreement with the Developer.
5. That the Owner hereby declare that she will vacate the first schedule property and deliver the possession of the first schedule property as is where is basis unto and in favour of the Developer for construction of the multi storied building in terms of the sanctioned plan concerned.
6. Relying on the aforesaid representation and after searching and being satisfied and agreed that the said representation are true, the Developer being desirous to proceed and develop the aforesaid properties on the terms and conditions as contained hereinafter appearing.

For the purpose of this Agreement the following definitions shall mean and include as noted below :-

- (i) **OWNER** : shall mean and include **SMT. CHABI RANI MALLICK**, wife of Late Paresh Chandra Mallick, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 53, Rajdanga Gold Park, Post Office - EKTP, Police Station-Kasba, Kolkata - 700107, District- South 24-Parganas, mentioned herein above and their respective heirs executors, administrators, legal representatives and assigns.

- (ii) DEVELOPER shall mean and include M/S SHIBAYYA CONSTRUCTIONS PVT. LTD., a company within the meaning of the Companies Act, 1956 having its registered office at 167, Rajdanga Nabapally, Post Office- EKTP, Police Station - Kasba, Kolkata -700107, represented by its Managing Director SRI SUBRATA DAS, son of Late Narayan Chandra Das, residing at Block-I, House No.9, Tagore Park, Police Station - Kasba, Kolkata - 700039, District- South 24-Parganas, mentioned herein above and its successor-in-office, and assigns.
- (iii) THE SAID PROPERTY shall mean and include the land measuring 6 Cottahs 6 Chittacks be the same a little more or less, more fully and clearly described and written in the FIRST SCHEDULE hereunder.
- (iv) ARCHITECT shall mean and include such qualified person or persons to be appointed by the Developer for designing planning and supervising construction of the said building and to do all other architectural and engineering works related to the said Building as may be required by the competent authorities.
- (v) THE BUILDING PLAN shall mean and include all such plans to be prepared by the Architect and approved by the Kolkata Municipal Corporation.
- (vi) CORPORATION shall mean The Kolkata Municipal Corporation and shall include other concerned authorities which may recommend, comment upon, approve and/or sanction the Building Plans.

::9::

- (vii) THE SAID BUILDING shall mean and include the multi-storied building G + IV or G +V to be constructed by the Developer under these presents on the said Property.
- (viii) THE UNITS shall mean and include the flats/apartments/ spaces to be constructed by the Developer under these present in the said Building.
- (ix) PARKING SPACE shall mean the spaces meant or earmarked at the ground level of the said property in the open or covered for parking of motor cars and motor bikes but without encroaching the common portion/passage of the building to be constructed.
- (x) OWNER'S ALLOCATION shall mean and include the units/spaces/areas in different floors of the said building earmarked and allocated to the Owners as described more fully in the SECOND SCHEDULE hereunder written.
- (xi) DEVELOPER'S ALLOCATION shall mean and include units/spaces/areas in different floors of the said Building described more fully in THIRD SCHEDULE hereunder written but save and except the units exclusively earmarked as Owners' Allocation as described hereinabove and the areas demarcated and specified as common areas.
- (xii) COMMON AREAS, FACILITIES AND AMENITIES shall mean and include entrance, driveways, corridors, passages, stair ways, top roof, stair case

::10::

landings on all floor, pump and electrical rooms/spaces, common lavatories etc. along with all fittings and fixtures therein with underground and overhead tanks and other installations and amenities described more fully in the FIFTH SCHEDULE hereunder written.

(xiii) TRANSFER with its grammatical variation shall mean and include transfer by means of conveyance and shall also include transfer by possession and by any other means adopted for effecting what is understood as a transfer of any unit in the said building together with undivided proportionate interest in the said property and common areas and amenities in the said building in accordance with the plan and statutory open spaces.

(xiv) COMMON PURPOSES shall mean and include the purposes of managing maintaining and up-keeping the said building (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owner and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.

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

1. The Parties herein have entered into this agreement with regard to development and commercial exploitation of (in the manner specified in this

::11::

Agreement) on and in respect of **ALL THAT** piece and parcel of land measuring about 6 Cottahs 6 chittacks together with structure standing thereon under Mouza - Kasba, within the limits of the Kolkata Municipal Corporation being Premises No.53, Rajdanga Gold Park, Police Station - Kasba, Kolkata - 700107, under Ward No.-107, Borough No.XII, being Assessee No, 31-107-15-0053-0, under District Sub-Registry Office -Alipore and A.D.S.R. Office at Sealdah, in the District of South 24-Parganas hereinafter referred to as the said property.

2. The Owner declares and covenants with Developer that: -
 - a) She is seized and possessed of and / or absolutely and sufficiently entitled to the right, title, interest and ownership of the said Property described more fully in the **FIRST SCHEDULE** hereunder written.
 - b) None other than the Owner has any claim, right, title and/or interest over and in respect of the said Property.
 - c) The said Property is free from all encumbrances, charges, liens, attachments, trust, acquisitions, requisitions whatsoever and / or howsoever.
 - d) There is no suit and / or legal proceeding pending before any court of law and / or any Government Department in respect of the said Property till the date of execution of the agreement.

3. The Owner hereby grants, subject to terms and considerations hereunder written, exclusive right to the Developer to build upon at its cost and expenses and commercially exploit the said Property by demolishing and disposing off all existing building and structures thereon and to construct and complete a building thereon having a number of flats/ spaces therein as per building plan to be approved and sanctioned by the Kolkata Municipal Corporation.

4. The specific rights and authorities granted to and bestowed upon the Developer by the Owner are as follows:

- i. To appoint Architect or Architects, contractor or contractors, supervisors and security guards and any other person as may be deemed necessary by the Developer for construction of the said building.
- ii. To work, manage, control and supervise construction of the said building in accordance with the rules and regulations of Kolkata Municipal Corporation and to hold, defend possession and maintain the said property till completion of construction of the said building in all respects.

- iii. To sign, execute and submit all papers, documents, statements, undertakings, declarations, plans and to appear for and represent the Owner for obtaining sanction/ modification/ alternation of building plan, completion/ occupancy/ mutation and /or assessment / valuation certificates and such others in respect of the said property and the said building from Kolkata Municipal Corporation and/ or from other competent authorities.
- iv. To apply for and obtain electricity, water, sewerage, drainage or connections for any other utilities in the said building and/or to close down and/or to make alternations therein and/or to have the same disconnected and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed necessary, fit and proper by the Developer.
- v. To apply for and obtain building materials from the concerned authorities for construction of the building or buildings on the said premises.
- vi. Till the time of completion of the said building and handing over possession of the Owner's Allocation to the Owner as per terms of this agreement, to pay for all statutory fees, rates, taxes, charges fees, expenses and other outgoing whatsoever payable for and on account of the said property and/ or the said building or any part thereof including the arrears thereof and similarly to receive all refunds of any excess amount paid on account of any such expense relating to the said property and/ or the said building or any part thereof.

- vii. At any time henceforth, to sell, transfer, dispose of and/or use any unit, flat, space or portion of the said building on the said premises out of the portions earmarked exclusively as Developer's Allocation together with undivided proportionate share in the said property, hereditaments and premises, common rights and privileges, easements appurtenances in favour of the purchaser or purchasers desirous of acquiring the same at such price, consideration, terms and conditions, as the Developer may deem fit and to enter into agreement for sale and /or to execute Deed of Conveyance and/or Deed of Lease in respect of those flats, space or any portions of the said building or part thereof out of the portions earmarked exclusively as Developer's Allocation (save and except the portion earmarked for the Owners under Owners' Allocation) and for that purposes to sign, execute, enter into, modify and cancel all agreements, contracts , statements, declaration, assurances and other papers, documents with the said intending Purchaser/s and to receive advance / earnest money and/ or consideration money / rent / security deposits from the purchaser or purchasers who purchases from the developer's allocation at its own discretion and without involving the Owner in any financial and/or legal obligations whatsoever.

- viii. To sign and submit all declarations, statements, applications and or returns to the concerned authority or authorities in connection with the Construction of the said buildings on the said premises.

- ix. To sign, receive and acknowledge all letter/s, notices and summon on behalf of the Owner in respect of the said property.

- x. To appear for and represent the Owners before any notary public, registrar and/or sub-registrar of assurances, judge and /or Magistrate, income tax and/or sales tax authorities, and or other government officer and /or authority in respect of the said premises or part thereof and to represent the Owner for registration and to acknowledge and register on behalf of the Owners all deeds instruments and writings executed and signed by the Developer in any manner concerning and relating to any flat, space, or portion of the said building out of the portion earmarked as Developer's Allocation under these presents (except the portion earmarked for the Owners under Owners' Allocation) and to do all other acts deeds, and things necessary in connection therewith.

- xi. To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning the said property and/or the said building or any parts thereof in any court of law and before Income Tax and other authorities and to sign all complaints, returns, written statements notices in connection thereof and to accept service of any judgment, decree or order and to appoint and engage any solicitor, counsel or advocate and to sign and execute any Vakalatnama or other documents to act and plead at the cost of the Developer without imposing any financial liability upon the owner in any manner whatsoever.

- xii. To do, exercise, execute and perform any other act or acts, deed or deeds, matter or things in connection with the development, management and commercial exploitation of the said property in accordance to the terms of the said Joint Venture Agreement.

5. The Owners have agreed to grant, execute and register General Power of Attorney in respect of the said Property in favour of Subrata Das, Managing Director of the Developer Firm or in favour of any other person as would be nominated by the Developer but he/she should be the Director of the Company in case of any unforeseen circumstances whereby the said **Subrata Das** is not able to perform his duties. Simultaneously with the execution of this Agreement the Owners have and/or shall be deemed to have put the Developer in possession of the entirety of the said premises in "as is where is condition".

6. Notwithstanding grant of the aforesaid Power of Attorney, the owner hereby undertakes that she shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

7. In consideration of the Owner having granted exclusive right to the Developer to construct the said building in the said Property and commercially exploit as stated above, the Developer -

- a) Shall handover, possession of the said building, together with impartible proportionate undivided interest in the said property and the common areas and amenities that would be provided in the said building, more fully described in the SECOND SCHEDULE hereunder written, exclusively to Chabi Rani Mullick as **OWNER'S ALLOCATION** which shall exclusively belong to and vest upon her favour.

::17::

b) Will pay Rs.35,00,000/- in total as forfeit money out of which the developer has paid an amount of Rs.15,00,000/- (Rupees Fifteen Lac) only to the Owners at the time of Signing of this Agreement and balance amount shall be paid on the following manner :-

- | | | |
|------|----------------------------------------------|----------------|
| (i) | After getting sanctioned plan | Rs.10,00,000/- |
| (ii) | At the time of 1 st floor casting | Rs.10,00,000/- |

8. The Developer shall, without any right, claim, interference whatsoever from the Owners have the exclusive right to hold, sale, mortgage and / or transfer and /or dispose of and / or alienate and / or otherwise deal with all other flats / apartments / spaces in the said building, other than those flats / spaces earmarked exclusively as Owners' Allocation and as Common Areas, more fully described as 'DEVELOPER'S ALLOCATION in the THIRD SCHEDULE hereunder written.

9. The Developer, at its cost and expenses shall construct, erect and complete the said Building as per the building plan to be sanctioned by the competent authority and the units / flats under Owners' Allocation as per the agreed features, specification and finishes as specified in FOURTH SCHEDULE hereunder written and/ or as may be specified by the Architect from time to time.

10. In case the Owner desires to change / alter / improve the specification and finishes and / as specified in FOURTH SCHEDULE or desire to install additional fittings and fixtures in the units under the Owner, Allocation, then the Developer may agree to do the same subject to payment of additional costs by the Owners.

11. Before handing over possession of the units under Owners' Allocation, the Developer shall at its own cost and expenses obtain main electricity cable connection, main meter, water supply and sewer connections from the competent authorities.

12. The spaces and amenities that shall be provided by the Developer in the said Building for common use and purposes of the co-owner/ occupants of the said Building have been specified in the FIFTH SCHEDULE hereunder written.

13. The Owner and the Developer bind themselves to bear along with other co-owner of the said building proportionate cost of common expenses as listed out and specified in the SIXTH SCHEDULE hereunder written after completion of building and handing over the Owner's allocation to the Owner as mentioned in the Second Schedule herein.

14. The Owner and the Developer, for the benefit of the co-owner/ occupants and for proper and peaceful use of the units/ flats in the said building and every part thereof, do hereby agree that the Owners and the Developer and all their respective nominees and/or other persons deriving title from them for their respective allocations will at all times hereafter observe the restriction set forth in the SEVENTH SCHEDULE hereunder written.

15. On completion of construction of the said building, the Owners and the Developer shall take steps for formation of the Association and mutually framed the scheme for the management, administration and maintenance of the building and both parties and their respective nominees shall abide by the rules and regulations of such management.

16. The Owner hereby agrees and covenants with the Developer as follows:
- a) The Owner will keep all original documents, but when the Original document will be required for any purpose by the Developer the Owner shall bound to furnish the said Original document/documents as per requirement of the Developer.
 - b) To sign and execute, without any delay, all papers and documents as may be required by the Developer from time to time for submission to any statutory bodies and / or intending buyers;
 - c) Not to do and/ or cause to do any act or deed which may create hindrance / disturbance and / or cause delay and / or may prevent the Developer from constructing the said building provided the developer shall construct the building as per sanctioned plan and / or from selling, assigning and / or disposing of any part of the spaces earmarked as Developer Allocation; It is pertinent to mention here that the Developer will handover the Owner's allocation to the Owner first before handing over the flats/Units to the Purchaser/s who purchased/or entered into an agreement for Sale with the Developer in connection with the Developer's allocation.
 - d) Not to let out, assign, mortgage , and / or charge the said Property or any portion thereof till the handing over the Owner's allocation to the Owner and will handover the Owner's allocation to the Owner first before handing over the flats/Units to the purchaser/s who purchased/or entered into an agreement for sale with the developer in connection with the Developer 's allocation

::20::

f) Allow the agents / representatives of the Developer to enter into and upon the units under Owners' Allocation, with or without workmen, for the purpose inspection, maintenance, repairs, rebuilding if it is asked by the Owner and / or for any other similar purposes.

17. The Developer hereby agrees and covenants with Owners as follows:-

a) To complete construction of the said proposed building and handover the possession of the flats under Owners' Allocation to the Owner first as stated in SECOND SCHEDULE hereunder written within 30 months from the date of execution of this Agreement subject to force majeure as stated herein below.

b) Not to make the owners liable for contravention / violation of any statutory rules / laws during construction of the said Building by the Developer;

c) Not to abandon the project, unless prevented by law and / or natural calamities or unforeseen circumstances beyond human control.

18. The name of the building will be decided by the Owners and the Developer jointly within six months from the date of execution of this agreement or within such time as may be agreed between the parties herein.

19. Others than the reasons specified in clause hereinabove, the Owners' shall have no right, authority and power to terminate and/or determine this agreement.

20. The Owner hereby undertakes that the Developer shall be entitled to construct the said building and shall own, enjoy and possess the units and spaces allocated to them under Developer's Allocation for all time to come without any interference and/or disturbance from the Owners.

21. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or deed of the Developer in relation to the construction of the said building.

22. The Developer shall bear the cost for monthly rental of two flats for shifting charges @ Rs.20,000/- (Rs.10,000 x 2) per month to the owner till the handing over the Owner's allocation to the owner as per terms of this agreement.

23. That if the Developer fails to complete the building within the stipulated period, then the Developer will pay damage/compensation to the tune of Rs.25,000/- (Rupees Twenty Five Thousand) only per month to the owner till such completion of the proposed building over and above the shifting charges as stated in clause 22 of this agreement.

24. The Developer herein undertakes that the building plan would be sanctioned by the Developer within a period of one year from the date of execution of these presents , if in case of failure of getting the plan sanctioned within the said stipulated period the Owner shall refund earnest money of Rs.15,00,000/- without any interest to the Developer herein within 30 days from the date of expiry of 1 year as stated and this Agreement will stand automatically cancelled.

25. The Owners and the Developer have entered into this Agreement purely as a contract at arm's length and on principal to principal basis and nothing shall be deemed to be construed as a partnership and/or association of persons between the parties herein.
26. In case of exigencies / occurrence of force majeure the parties hereto shall not be liable for not performing their respective obligations under these presents and performance of the said obligation shall remain suspended during the duration of the force majeure.
27. Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the control of the Party so prevented and does not arise out of a breach or default by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, terrorist action and civil commotion strike, lock-outs, labor unrest or other industrial action, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or any relevant Government or Court orders.
28. The Developer shall provide completion certificate to the Owner at the time of handing over Owner's allocation to the Owner.

::23::

29. The Developer shall pay all arrear taxes before the concerned authority including K.M.C. if any.

30. Courts at Kolkata/Alipore shall have the jurisdiction to try and entertain all legal actions, suits, and proceedings arising out of this agreement.

31. That all debris will belong to the Developer and the Developer shall have every right to sell the same to any third party at its own risk and cost.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring about 6 Cottahs 6 chittacks together with 120 Sq. Ft. R.T. Shed structure standing thereon comprised in Touzi No. 145, J.L. No.13, Khatian No.472 and Dag No.2385 under Mouza - Kasba, within the limits of the Kolkata Municipal Corporation being Premises No.53, Rajdanga Gold Park, Police Station - Kasba, Kolkata - 700107, under Ward No.-107, Borough No.XII, being Assessee No, 31-107-15-0053-0, under District Sub-Registry Office- Alipore and A.D.S.R. Office at Sealdah, in the District of South 24-Parganas, butted and bounded as follows :-

ON THE NORTH : Dag No. 2383/2384.

ON THE SOUTH : Dag No.2436.

ON THE EAST : 9m K.M.C. Road.

ON THE WEST : 9m K.M.C. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(OWNER'S ALLOCATION)

ALL THAT the 50% Ratio of the said building units/spaces/areas in different floor of the said building includes the terrace on the roof top together with undivided proportionate share in the said property as described in the FIRST SCHEDULE hereinabove and together with undivided proportionate rights in all common areas and amenities in the said Building as described in FIFTH SCHEDULE hereunder, each to be earmarked, allocated and handed over by the Developer to the owner i.e. Smt. Chabi Rani Mullick, as Owner's Allocation on completion of construction of the said Building in all respects in habitable condition the Owner shall get flats as follows:

First Floor : One Flat (Western Side of the Building)
Second floor : Entire Floor.
Fourth Floor : One Flat (Eastern Side of the building)

The Owner shall also get a sum of Rs.15,00,000/- at the time of execution of this agreement out of a total sum of Rs.35,00,000/- (Rupees Thirty Five lacs) only as non-refundable amount on diverse stage in terms of these presents.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(DEVELOPER ALLOCATION)

ALL THAT 50% ratio of the said building/units / spaces / areas in different floors of the said Building including the terrace on the rooftop but save and except the units exclusively earmarked as Owner's Allocation as described in the FIRST SCHEDULE hereinabove and the areas demarcated and specified as common areas, described in the FIFTH SCHEDULE hereunder and Developer shall get the flat as follows:-

First Floor : One Flat (Eastern Side of the Building).
Third Floor : Entire Floor.
Fourth Floor : One Flat (Western Side of the building).

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(THE FEATURES SPECIFICATION & FINISHES)

- 1) The buildings will have reinforced concrete frame structures.
- 2) All brickwork both external & internal to have 1st class brick with cement mortar.
- 3) All external walls will be plastered with cement mortar.
- 4) Exterior wall have good quality exterior cement based paints.
- 5) All rooms in the units will have cast-in-situ White cement marbel floors and skirting;
- 6) All internal walls & ceilings to have cement plaster with plaster of Putty finish.
- 7) All pipes both for water and sewers will be of good quality PVC;
- 8) All windows will be aluminum frame with glass panels with grills.
- 9) Each toilet to have glazed tiles cladding in walls up to door frame height and all pumping fitting white based (white board).
- 10) All door shutters will be flush door type. (Without main Door).
- 11) Main door will be Burmatic wood with collapsible Gate.

- 12) Each flat to have concealed copper wiring (ISI approved), one point for calling bell at the entrance of each flat; one fan point, two light points and one 5 pin 15 amps plug point in each bedroom; one terminal point for telephone and one terminal point for cable TV; two fan points, three light points and two 5 pin 15 amps plug points in the dinning cum drawing room; one light point, one point for geyser and one point for exhaust fan each toilet; one point for exhaust fan, two light points and one 5 pin 15 amps plug point each kitchen and one light point in each verandah.
- 13) Each kitchen to have stainless steel sink, cooking platform with black Granite on top, glazed tiles claddings in walls above the said cooking platform up to the door frame height and opening for one exhaust fan.
- 14) Lift.

THE FIFTH SCHEDULE ABOVE REFERRED TO;
(COMMON AREAS AMENITIES AND INSTALLATION)

1. All open and covered paths, passages and driveways other than those specified under Owner's and/or Developer Allocations.
2. The entire exterior walls of the said building.
3. The staircase, landings, and lobbies in all floors.
4. Staircase room and open space in the terrace on top of the building exclusively earmarked for overhead tanks and common uses.

::27::

5. Electrical meter, pump space.
6. All gates in common entrance and boundary wall surrounding the said buildings.
7. All windows, railing and electric wiring and fittings in the staircase, landings, lobbies and other common areas.
8. Water supply from Municipality, underground and overhead water reservoirs, water pump with motor, water distribution pipe connecting underground tank to the overhead and from thereto different units (save those inside any unit).
9. Water waste and sewerage evacuation pipes, drains and sewers, septic tank and pits common to the said building.
10. All other installation, fittings and amenities that may be installed in common areas at any time in future on mutual agreement and for common purposes.
11. Roof, Lift Lobby, Lift.

THE SIXTH SCHEDULE ABOVE REFERRED TO :
(SERVICE CHARGES AND COMMON EXPENSES)

1. The cost of cleaning, maintaining, replacing, painting, rebuilding, decorating and repairing the main structure of the said buildings in particularly including the exterior of the buildings, staircases, landing, lobbies, staircase

rooms, electrical meter room/ space, pump room/ space, common bathroom, spaces in the terrace exclusively earmarked for overhead tanks and for common uses, paths, passages and driveways and all other common areas as specified in the FIFTH SCHEDULE hereinabove ;

2. The cost of cleaning, maintaining, replacing, painting, rebuilding, decorating and repairing all gates, boundary walls, windows, railings, electrical wiring, fittings and accessories for lighting in the staircases, landing, lobbies and in other common areas; underground and overhead water reservoirs, water pump with motor, water distribution pipes, water, waste and sewerage evacuations pipes, drains and sewers, septic tank and pits for common uses and all other common amenities as specified in the FIFTH SCHEDULE hereinabove,
3. The electricity charges for running the water pump and lighting and lift cleaning the common areas;
4. The municipal and other taxes / levies payable for the common areas and amenities;
5. All legal fees and expenses related to formation of Association/ body of the Flat owner and submission of statutory returns/ statements, mitigating disputes with Government bodies and others related to the said Association/ body of the Co-Owner and such other expenses for common purposes;

::29::

6. All remunerations and benefits to care-taker, security personnel, sweepers, electricians, plumbers, gardeners, bill collectors, clerks, managers and such others engaged for common purposes and for common benefit of all the occupiers of the said buildings;
7. All expenses related to printing and stationery, postage and stamps, traveling and conveyances, outgoings and incidentals, subscription and donations and such others incurred for common purposes and for common benefit of all the occupiers of the said buildings.

THE SEVENTH SCHEDULE ABOVE REFERRED TO ;
(RESTRICTIONS IMPOSED ON USE OF THE SAID BUILDING)

1. Not to use the units and/or permit the same to be used for any other purpose whatsoever other than for the purpose of residence (save and except the unit earmarked for commercial and / or non-residential uses).
2. Not to make any structural alterations / changes / additions / deletions in the interiors and / or exteriors of the said buildings without permission from the Competent Government Authority.
3. Not to make any changes to the exterior elevation of the said Building.
4. Not to cause any damage to the said Building by way of improper construction inside the units.

::30::

5. Not to commit and/or permit to commit any alterations / changes in common installations and amenities.
6. Not to cause any interference or hindrance or obstruction or impediment in the construction of the said building.
7. Not to make loud noises and/or create nuisance causing irritation and / or disturbances to other co-owner/occupiers of the said building.
8. Not to cause or make obstruction or interference and/or leave or cause to leave any furniture / bi-cycles / motor cycles / cars or any other article whatsoever in common areas where it may obstruct the free use of the common areas and / or free ingress to and egress from the said building or the said Property.
9. Not to throw / store / dump / leave any litter, garbage, dirt, debris. Kitchen wastes or other refuse of any nature in the stair case landings and other common areas or in any portion outside the said unit.
10. Not to store any hazardous / combustible / inflammable / obnoxious or objectionable goods or goods which are too heavy and are likely to effect the construction or the structure of the said building or on the insurance or continuance of the insurance on the said Building.
11. Not to cause to do any act or deed whereby the security of the said Building or any part thereof may be jeopardized.
12. Not to do any act or deed whereby either are prevented from selling, assigning or disposing of or utilizing their respective allocations.

::31::

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

SIGNED, SEALED AND DELIVERED
By the parties in Kolkata
in the presence of :

WITNESSES :

1. Sudip Mallick
53, Road eye
Gold Park, Kolkata-107

কৌর. সুনী কলিকতা

Signature of the Owners

2. Shyamal Mallick
53, Roadanga GoldPark
Kolkata-107

SHIBAYYA CONSTRUCTIONS PVT. LTD
Subrata DAS,
Managing Director

Signature of the Developer

Drafted by me :

Rajkishor Das
RAJKISHOR DAS
Advocate
High Court, Calcutta.
W.B. No.1086/99

MEMO OF CONSIDERATION

::32::

RECEIVED from the within named DEVELOPER a sum of Rs.15,00,000/- (Rupees Fifteen lac) only being forfeitable earnest money as per following manners :

MEMO

1. By A/C payee Cheque No.047322 dated 03/10/16. Drawn on Bank of Maharashtra, of S.P. Mukherjee Road Branch, Kol-700025.

Rs.15,00,000/-

Rs.15,00,000/-

(Rupees Fifteen Lacs Only)

WITNESSES :

1. Shyam Mallik
S3, Rajdanga Gold Park
Kolkata, Kol-107

Shyam Mallik
S3, Rajdanga Gold Park
Kolkata, Kol-107

SIGNATURE OF THE OWNER

2. Shyam Mallik
S3, Rajdanga Gold Park
Kolkata-107

SPECIMEN FORM FOR TEN FINGER PRINTS

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09/12/2018

PHOTO

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SUBRATA DAS

PHOTO

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

GRN: 19-201617-002543104-1

Payment Mode Online Payment

GRN Date: 01/10/2016 12:09:38

Bank : Bank of Maharashtra

BRN : 0230110201622195

BRN Date: 01/10/2016 12:27:52

DEPOSITOR'S DETAILS

Name : Shibayya Constructions Pvt Ltd
Contact No. : Mobile No. : +91 8697780333
E-mail : ramjyotipanja@shibayyagroup.co.in
Address : 167, Rajdanga, Kol-107
Applicant Name : Mr PRABIR DEY
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

Id No. : 16031000354696/2/2016
[Query No./Query Year]

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount[₹] |
|---------|-----------------------|------------------------------------------|--------------------|------------|
| 1 | 16031000354696/2/2016 | Property Registration- Registration Fees | 0030-03-104-001-16 | 16542 |
| 2 | 16031000354696/2/2016 | Property Registration- Stamp duty | 0030-02-103-003-02 | 40021 |
| Total | | | | 56563 |

In Words : Rupees Fifty Six Thousand Five Hundred Sixty Three only

Major Information of the Deed

| | | | |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------|
| Deed No : | I-1603-04810/2016 | Date of Registration | 10/3/2016 1:45:59 PM |
| Query No / Year | 1603-1000354696/2016 | Office where deed is registered | |
| Query Date | 26/09/2016 11:39:02 AM | D.S.R. - III SOUTH 24-PARGANAS, District. South 24-Parganas | |
| Applicant Name, Address & Other Details | PRABIR DEY Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9239167495, Status : Others | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 15,00,001/- | Rs. 2,23,91,120/- | | |
| Stamp duty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,121/- (Article:48(g)) | Rs. 16,542/- (Article:E, E, B, M(b), H) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :



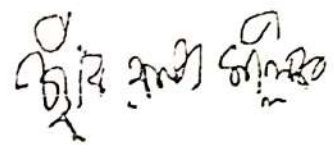
District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rajdanga Gold Park North, , Premises No. 53

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|-------------|----------------|-------------------|------------------|-------------------------|-----------------------|--------------------------------|
| L1 | | | Bastu | 6 Katha 6 Chatak | 15,00,000/- | 2,23,55,120/- | Width of Approach Road: 30 Ft. |
| Grand Total : | | | | 10.5188Dec | 15,00,000 /- | 223,55,120 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 120 Sq Ft. | 1/- | 36,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 120 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 120 sq ft | 1 /- | 36,000 /- | |



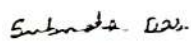
and Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1 | Name | Photo | Fingerprint | Signature |
| | Smt CHABI RANI MALLICK Wife of Late PARESH CHANDRA Mallick Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 03/10/2016 ,Place : Office |  03/10/2016 |  LTI 03/10/2016 |  03/10/2016 |
| 53 Rajdanga Gold Park, P.O:- E K T P, P.S:- Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700107 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. CQPPM0684R, Status :Individual | | | | |


Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | M/S SHIBAYYA CONSTRUCTIONS PVT LTD 167 RAJDANGA NABAPALLY, P.O - E K T P, P.S - Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700107 PAN No. AAKCS6379P, Status :Organization |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1 | Name | Photo | Finger Print | Signature |
| | Shri SUBRATA DAS Son of Late NARAYAN CHANDRA DAS Date of Execution - 03/10/2016 , , Admitted by: Self, Date of Admission: Oct 3 2016 , Place of Admission of Execution: Office |  Oct 3 2016 2:12PM |  LTI Oct 3 2016 2:12PM |  Oct 3 2016 2:12PM |
| BLOCK 1 HOUSE NO 9 TAGORE PARK, P.O - TILJALA, P.S:- Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFXP8345P, Status : Representative, Representative of : M/S SHIBAYYA CONSTRUCTIONS PVT LTD (as MANAGING DIRECTOR) | | | | |

Identifier Details :

| Name & address | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Mr PRABIR DEY Son of Late H DEY A P COURT, P O - ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex Male, By Caste Hindu, Occupation Law Clerk, Citizen of: India, , Identifier Of Smt CHABI RANI MALLICK, Shri SUBRATA DAS | 03/10/2016 |
|  | |

| Transfer of property for L1 | | |
|-----------------------------|------------------------|------------------------------------------------|
| No | From | To. with area (Name-Area) |
| 1 | Smt CHABI RANI MALLICK | M/S SHIBAYYA CONSTRUCTIONS PVT LTD-10.5188 Dec |
| Transfer of property for S1 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Smt CHABI RANI MALLICK | M/S SHIBAYYA CONSTRUCTIONS PVT LTD-120 Sq Ft |

Endorsement For Deed Number : I - 160304810 / 2016

On 26-09-2016

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 2,23,91,120/-

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 03-10-2016

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

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

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

Presented for registration at 13:40 hrs on 03-10-2016, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SUBRATA DAS ..

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

Execution is admitted on 03/10/2016 by Smt CHABI RANI MALLICK, Wife of Late PARESH CHANDRA Mallick, 53 Rajdanga Gold Park, P.O: E K T P, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession House wife

Indetified by Mr PRABIR DEY, . . Son of Late H DEY, A P COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 03-10-2016 by Shri SUBRATA DAS, MANAGING DIRECTOR, M/S SHIBAYYA CONSTRUCTIONS PVT LTD, 167 RAJDANGA NABAPALLY, P.O:- E K T P, P.S:- Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700107

Indetified by Mr PRABIR DEY, . . Son of Late H DEY, A P COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 16,542/- (B = Rs 16,489/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 16,542/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/10/2016 12:27PM with Govt. Ref. No: 192016170025431041 on 01-10-2016, Amount Rs: 16,542/-,
Bank: Bank of Maharashtra (MAHB0000455), Ref. No. 0230110201622195 on 01-10-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 294734, Amount: Rs.100/-, Date of Purchase: 13/06/2016, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/10/2016 12:27PM with Govt. Ref. No: 192016170025431041 on 01-10-2016, Amount Rs: 40,021/-,
Bank: Bank of Maharashtra (MAHB0000455), Ref. No. 0230110201622195 on 01-10-2016, Head of Account 0030-02-103-003-02

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 143580 to 143619
being No 160304810 for the year 2016.



Digitally signed by UTPAL KUMAR BASU
Date: 2016.10.18 11:39:12 +05:30
Reason: Digital Signing of Deed.

UK Basu

(Utpal Kumar Basu) 18/10/2016 11:39:11
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)