\$1. 2450/19 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 ক!5000 FIVE THOUSAND RUPEES पांच हजार रुपये পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 050482 DEED OF DEVELOPMENT AGREEMENT THIS DEED OF AGREEMENT IS MADE THIS THE 27 TH DAY OF SEPTEMBER, 2019. Q-0-1553026 BETWEEN CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION THE SIGNATURESHEET AND THE ENDORSEMENT SHEETS AT ACHED TO THIS DOCUMENT ARE THE PART OF THIS DOCUMENT Page 1 of 13



M/s. S.S. BUILDERS, a Proprietorship firm, having its office at Raja Ram Mohan Roy Road, East Vivekananda Pally, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, represented by its Proprietor SRI SWAPAN PAUL (PAN NO. AFRPP1244M), son of Sri Shiben Chandra Paul, Hindu by religion, Business by occupation, residing at Raja Ram Mohan Roy Road, East Vivekananda Pally, Post Office - Rabindra Sarani, Police Station - Bhaktinagar, District - Jalpaiguri, at hereinafter called the FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the FIRST PART.

AND

1)SRI BIKASH BARAI, 2)SRI RATAN BARAI, 3)SRI BACHCHU BARAI, 4)SMT GITA BISWAS, Wife of Sri Asim Biswas, 5)SMT. SUCHITRA SAHA, Wife of Sri Gobinda Saha all are the Son' & Daughter's of Late Ganesh Chandra Barai , 6)SMT ANJALI BARAI, Wife of Late Shankar Barai, Daughter in law of Late Ganesh Chandra Barai, 7) SRI PANKAJ BARAI, Son of Late Shankar Barai, 8)SMT PINKI GUHA NEOGI (BARAI), Wife of Sri Sohom Guha Neogi, Grand Daughter of Late Ganesh Chandra Barai, 9) SMT RINKI BARAI, Wife of Sri Abhijit Mondal, Daughter of Late Shankar Barai, Grand Daughter of Late Ganesh Chandra Barai, 10)SWAPAN BARAI, 11)TAPAN BARAI, 12)RUMPA CHATERJEE (BARAI) all are the Son's & Daughter of Late SUBHASH BARAI and Grand Son's & Daughter of Late Ganesh Chandra Barai, all are Hindu by religion, Indian by Nationality, Business/House Wife/House Hold by occupation, residing at 1 No. Dabgram Colony, Surya Nagar, P.O. Rabindra Sarani, P.S. Siliguri, District Darjeeling, Ward No.23 under S.M.C., hereinafter called the **SECOND PARTIES** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the SECOND PART

AND WHEREAS the one Ganesh Chandra Barai , Son of Late Rama Nanda Barai , since Deceased at his life time jointly acquired a landed property measuring 5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), Touzi No.3(ja), Pargana Baikunthapur, Mouza- Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District- Darjeeling, by virtue of Deed of Gift / Registered Patta being No. 368, dated 14/01/1988 from the Governor of West Bengal , through his appropriate Authority recorded in Book No. 01, Volumn No. 3, Pages 116 to 119, accordingly and since enjoyed the said property GANESH CHANDRA BARAI who died on 04/07/2008 and his wife CHARU BALA BARAI who died on 09/12/1988 and one of the son of deceased Ganesh Chandra Barai namely SHANKAR BARAI



also died on 04/10/1995 living behind him 1)SRI BIKASH BARAI, 2)SRI RATAN BARAI, 3)SRI BACHCHU BARAI, 4)SMT GITA BISWAS, Wife of Sri Asim Biswas, 5)SMT. SUCHITRA SAHA, Wife of Sri Gobinda Saha all are the Son' & Daughter's of Late Ganesh Chandra Barai, 6)SMT ANJALI BARAI, Wife of Late Shankar Barai, Daughter in law of Late Ganesh Chandra Barai, 7) SRI PANKAJ BARAI, Son of Late Shankar Barai, 8)SMT PINKI GUHA NEOGI (BARAI), Wife of Sri Sohom Guha Neogi, Grand Daughter of Late Ganesh Chandra Barai, 9) SMT RINKI BARAI, Wife of Sri Abhijit Mondal, Daughter of Late Shankar Barai, Grand Daughter of Late Ganesh Chandra Barai, 10)SWAPAN BARAI, 11)TAPAN BARAI, 12)RUMPA CHATERJEE (BARAI) all are the Son's & Daughter of Late SUBHASH BARAI (who died on 14-12-2018) as his and also his deceased son's SHANKAR BARAI all are above named as his only legal heirs and successors those who are inherited the same according to Hindu Succession Act 1956 and according to Law of inheritance.

AND WHEREAS the SECOND PARTIES are desirous to construct a **(P+5)** storey Building over the Schedule "A" mentioned land but due to paucity of fund they could not construct any building over the Schedule – A mentioned land.

AND WHEREAS the SECOND PARTIES has agreed to authorize the First party to develop their aforesaid land described in the schedule "A" below by constructing building consisting residential flats, car parking spaces thereon on ownership basis and the SECOND PARTIES are agreeable to convey, assign and transfer the proportionate shares in the said land and flats and car parking spaces directly to the intending purchaser/purchasers may be nominated by the First party on the following terms and conditions agreed by and between the parties.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the First party hereby agrees to develop and/or cause to be developed the schedule "A" mentioned land of the SECOND PARTIES on the terms mentioned herein below and as may be permitted by the concerned authorities by constructing a (P+5) storied building consisting flats/dwelling units and the First party agrees that it will obtain whatsoever permissions are required to develop the aforesaid land for constructing (P+5) storied building at its own costs and own responsibility but in the name of the Second parties, after meeting all necessary requirements required for the purposes. (P+5) storey



building means – Ground floor, First floor, Second floor, Third Floor, Fourth Floor and Fifth Floor.

- 2. That with a view to develop the aforesaid land of the SECOND PARTIES as may be permitted by all concerned authorities, the SECOND PARTIES shall handover and deliver their aforesaid land which is described in the schedule "A" below to the First party with the right of development of the aforesaid land by way of constructing (P+5) storied building thereon on the terms herein contained.
- 3. That for the sake of proper and appropriate development of the schedule "A" mentioned land, the First party will be prepared a plan of the proposed (P+5) storied building to be constructed over the schedule "A" land and the SECOND PARTIES signed and executed the said plan and the First party submitted the same to the Siliguri Municipal Corporation or to other appropriate authorities for proper sanction/approval.
- 4. That the First party shall construct the said (P+5) storied building over the schedule "A" mentioned land in terms of the approved/sanctioned building plan and after the completion of the construction work of the said building the First party and the SECOND PARTIES shall retain/get the following flats and car parking spaces in the following manner:-

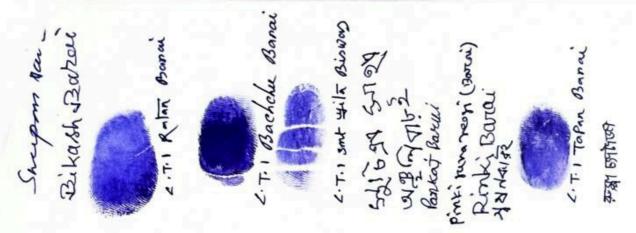
SECOND PARTIES'S SHARE: It is agreed by and between the parties that the SECOND PARTIES shall get –

SECOND PARTIES will get Entire Fourth & Fifth Floor which consisted Six (6) flats, in Two Floors including 20% super built up area & proportionate share of Land, stair case and One Covered Garage at Ground Floor Front Side measuring 7' X 12' including the stair case & share of land and one Premises at Ground Floor Back Side as per the measurement of Upper Floor.

FIRST PARTY'S SHARE: It is agreed by and between the parties that the First party shall get –

All remaining flats and car parking spaces of the said proposed (P+5) storey building shall be retained by the First party.

And



- 5. That is agreed that the First party is entitled to enter into Agreement with the intending purchaser/s pertaining to the First party share in the said proposed (P+5) storied building and it has every right to receive advance money from those purchasers and the SECOND PARTIES shall sign those agreements to sale without taking any pecuniary liabilities whatsoever.
- 6. That It is further agreed by the parties that the SECOND PARTIES shall sell the proportionate undivided shares in the schedule "A" mentioned land to such purchaser/purchasers of flats and car parking space as nominated by the First party in the following manner —

Total area of the schedule "A" mentioned land shall be divided by total constructed area of the (P+5) storied building and the quotient shall be multiplied by flat or car parking space area and the product shall be the proportionate undivided share for such flat and/or car parking space. Constructed area means – total constructed area of the (P+5) storey building plus total area of car parking space.

- 7. This agreement shall not be treated a Partnership between the first party and Second parties.
- 8. That though the First party are satisfied with the ownership of the SECOND PARTIES over the schedule "A" mentioned land but all along the SECOND PARTIES shall be responsible to the First party if any encumbrances whatsoever in nature in detected in future in the schedule "A" mentioned land and the SECOND PARTIES shall be responsible to make good all losses caused to the First party for such encumbrances in the schedule A mentioned land.
- 9. That the First party shall not start construction of building on the schedule "A" mentioned land unless the Building plan is sanctioned by the Siliguri Municipal Corporation and/or any other concerned authority after meeting all requirements and expenses by the First party.
- 10. That the Development of the schedule "A" mentioned land by construction of (P+5) storey building thereon shall be entirely at the costs and expenses and risk and on the entire amount of the First party. The building to be constructed on the schedule "A" mentioned land and dwelling units thereon will be in accordance with approved plan. The First party shall be at liberty to make necessary application for the purpose to the authority/ies

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concerned at its own costs and expenses in the name of the SECOND PARTIES and they shall join in such applications but the responsibility of obtaining such permission will be on the First party at his costs.

- 11. That the SECOND PARTIES confers right to the First party to enter upon the schedule mentioned land or any part thereof as aforesaid with full right and authority to commence, carry on and complete the construction of the building in accordance with the approved plan. The said right to develop the schedule mentioned land will be personal to the First party and the First party shall not assign/transfer its right to any other party without the written consent of the Second parties.
- 12. That the SECOND PARTIES shall at the request and costs of the First party sign and execute from time to time the plans and other applications for lay outs, sub-division, construction of the Building and approved by the Siliguri Corporation or other authorities provided that all costs, charges, and expenses including Architect's fees in this connection shall be borne and paid by the First party along and First party shall indemnify and keep indemnified the SECOND PARTIES from and against all actions, suits, proceedings fines, penalties architect's remuneration and other outgoings suffered by the Second parties. The SECOND PARTIES may at its own discretion, if required by the First party, execute power of Attorney/Attorneys in favour of the First party or to its delegate giving all necessary powers required to be carried out the work of Development in all respect as contemplated by these presents.
- 13. The First party shall be entitled to carry out at its own costs, charges, and expenses in all respects all or any items of work for development of the said property including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the Siliguri Municipal Corporation while sanctioning the layout scheme and the said plans and also other items of works as may be required to be carried out for the purpose of making the schedule mentioned land fit for construction of building and structures therein.

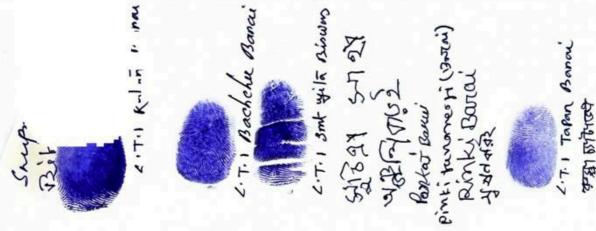
All finances for completion of the said items of work shall be provided and borne and paid by the First party alone. The SECOND PARTIES hereby agrees to render all assistance and co-operation that may be required by the First party from time to

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time to carry out the development work in respect of the said structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising there from provided that the SECOND PARTIES shall not be liable to incur any financial obligations in that behalf.

- 14. The First party shall be at liberty to sell and/or allot the dwelling units of flats and/or other tenements and/or rights in the buildings and structures to be constructed on the schedule mentioned lands and/or to enter into any package deal arrangement for allotment of buildings and structures for to be constructed on the said land at such price and on such terms and conditions and provisions as the First party may think fit save and except the flats and agreed to be retained/kept by the SECOND PARTIES as mentioned in Clause 6 of this agreement. All such allotments shall however be made by the First party at its own cost and account and risk, the intention being that the First party shall alone be liable and responsible to such intending purchaser/s in connection with the all dealing between the First party and such purchaser/s. The First party is entitled to permit any of the premises to be occupied by any of the allottees of dwelling units or flats or buildings to be erected on the schedule "A" land.
- 15. The First party shall be entitled to put up advertisement in newspapers and other media for sale of flats to be built in the said property without prior approval from the second parties. The first party shall not have any other right on the property other than building the flats and sale of flats as agreed upon in this agreement. Any other rights to the use of property for monetary gains or otherwise including the right to put up any advertisements / hoardings on the property shall rest with the SECOND PARTIES which shall be transferred to the society formed by the flat owners in due course as and when it is formed.
- 16. That after completion of the construction of the said (P+5) storied building and the delivery of the said flats and garage to the SECOND PARTIES agreed hereinabove, the SECOND PARTIES shall directly execute and deliver any one or more deeds of conveyance in favour of one or more purchasers of flats, tenements dwelling units and car parking space of the said proposed (P+5) storey building as may be nominated by First party. The First party hereby agrees to join in such Deed as Confirming Party if required. Such Deed or Deed of



Conveyance shall be prepared by the Advocates of the First party and approved by the Advocates for the Second parties. However the SECOND PARTIES at its discretion may withhold the execution and delivery of one or more such deeds if the first party fails to make any of the scheduled payments after sale of each flat as agreed upon in this agreement.

- 17. It is agreed that after the date of this agreement the First party shall pay and discharge all taxes and outgoings including Municipal Tax, and all other charges, rates, cess, taxes, that may be levided by any public body or authorities in respect of the schedule mentioned land which would be payable by the SECOND PARTIES as owner. The First party shall indemnify and keep indemnified the SECOND PARTIES from and against nonpayment thereof. In the event of the First party paying any refundable deposits to the Municipal Corporation and other concerned, authorities in the course of the development of the said property in the name of the Second parties, the First party shall be entitled to the refund of such deposit in its own name. to enable the First party to obtain the refund the SECOND PARTIES shall sign or execute all such writings as may be required by the First party in that behalf, without raising any objection or requisition in that behalf.
- 18. That the SECOND PARTIES declares that no notice of acquisition and/or requisition from the Govt. or any local body or authority including the Siliguri Municipal Corporation have been received by or served upon the SECOND PARTIES or any person interest in the said property described in the schedule herein below.
- The SECOND PARTIES hereby declares
 - a) That the SECOND PARTIES are entitled to enter into this agreement with the First party and they have full right and authority to sign and execute the same.
 - b) That the SECOND PARTIES has not agreed, committed or contracted for entered into any Agreement for sale or lease of the said property or any part thereof to any person or persons other than the First party and they shall remove all encumbrances in or upon the schedule "A" mentioned land before the delivery of physical possession in favor of the First party.



- c) That the SECOND PARTIES has not done any act, deed, matter or thing hereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.
- 20. That all incidental expenses to this agreement and the transactions in pursuance thereof including the Deed/Deeds of Conveyance and other assurance in respect thereof including stamps duty and registration charges shall be borne and paid by the First party and/or by the intending purchasers of flats.
- 21. The First party shall indemnify and keep indemnified the SECOND PARTIES against all losses, damages, costs, charges, expenses that will be incurred or suffered by any of the SECOND PARTIES on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to any claim made by any other party in respect of such construction or otherwise howsoever.
- 22. The First party shall be entitled to enter into separate contracts in its own name with building contractor, architects and others for carrying out the said development at its risk and costs.
- 23. The First party shall have every right to sell the car parking space or Garage space from the schedule mentioned land and the proposed (P+5) storey building and the SECOND PARTIES shall execute necessary sale deed/deeds to such purchase as nominate by the First party.
- 24. The First party shall complete the construction of the SECOND PARTIES flat's as per specification as mentioned hereinabove and deliver the said flat to the SECOND PARTIES within 36th Months from the date of sanction of the Building plan. Other than Acts of God like natural calamity, for every month of delay in delivery of the SECOND PARTIES flat as per the specified plan the first party shall be liable to pay the SECOND PARTIES interest @1.5% per month against the total value of two flats of entire second floor.
- 25. That entire roof of the said (P+5) storied building shall be used in common manner with the other flat owners of the said (P+5) storied building.

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- 26. That the First party shall have every right to install/fix electrical lines, drain pipe and water pipe at any outside portion of the said proposed (P+5) storied building.
- 27. All cost for electric connection for the project should be borne by the first party. The SECOND PARTIES shall use the electricity through a separate sub-meter and pay the electric consumption charge for the proportionate electricity used by the second parties.

28. That if there is any tax imposed from any Government Authority the Second Party shall be liable to pay in future from their own part.

29. That if there is any previous liabilities belongs to the second party they must be make payment for the same.

SCHEDULE - "A"

ALL THAT PIECE AND PERCEL OF landed property measuring 5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), Ward No.23 under S.M.C., Touzi No.3(ja), Pargana Baikunthapur, Mouza-Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District- Darjeeling,. The said landed property butted and bounded as follows:-

North := 39 Ft Wide SMC Road;

South := Land & House of Babua Barui; East := Land & House of Sikha Guha;

West := Land & House of Laltu Chakraborty and 4Ft Wide Common

Passage;

SCHEDULE - 'B' SPECIFICATION OF THE BUILDING & FLAT

- FOUNDATION RCC column foundation with super structure.
- BRICK WORK 125mm thick, Brick work (1:5).
- PLASTERING Inside and Outside sand cement mortar plaster.
- WINDOW Aluminium sliding window with glass panel and grill with paint.
- DOOR Door frame made of sal wood and door will be made with panel/flash door with paint and main door will be made by the wooden (Panisash and Sirish).
- TOILET Floor Marble stone and glazed tiles upto 6 Ft. (Common Bathroom) and attached toilet tiles upto 3 Ft.

And



KITCHEN — Marble in flooring. 2 'X 5 ' marble black stone kitchen platform with a cylinder space, steel sink, tap, water connection and 2 Ft height glazed tiles to be provided at the back side of kitchen platform.

 FLOORING – Floor in Marbles/ Tiles(@ Rs.50/-per Sq. Ft.) in bed rooms, balcony and dining/drawing.

9. BALCONY - 1 /6 // Grill to be provided over 1 /3// brick work

- ELECTRIC Wiring will be concealed with standard wire following connection to be made.
 - i. BED ROOM 2 light point, 1 fan point, 5 amp point (one)
 - ii. **DINING AND DRAWING ROOM** 3 light points, 2 fan points, 15 amp point(one), 5 amp point(one).
 - iii. **KITCHEN** 1 light point, 1 exhaust fan point, 5 amp point (one).
 - iv. ATTACHED TOILET 1 light point, 1 exhaust fan point
 - v. COMMON TOILET 1 light point, 1 exhaust fan point.
- 11. PLUMBING Outside common plumbing work will be made of PVC pipes and inside will be made conceal C.P.V.C. pipes, common water supply for 24 hours ensured through ring well, water pump, water tank and motor will be supplied by the First party and cost also borne by the First party.
- 12. SANITATION Standard Indian type pan(Hindware/ Parryier) to be provided in each common toilet, common type in attached toilet, tap & shower to be provided, one porcelain basin to be provided in dining space.

 PAINTING - Inside wall will be putting finished, doors & windows will be enamel paint finished.

14. EXTRA WORK – For all extra work the SECOND PARTIESshall pay to the first party as per extra work schedule rate fixed by the First party and such payment to be made in advance.

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IN WITNESS WHEREOF THE PARTIES PUT THEIR RESPECTIVE HANDS AND SEALS TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1.

Moloy Saha 3/0. Rate Kamal Kriishza Saha East Vivekazarda pally. Dist: Jalpai gwy

> 2. Desojit Chalhaborty. Advocate / Shigmi

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SIGNATURE OF THE FIRST PARTY

- 1) Bikash Barai
- 2)

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2.7.1 Backchu Barai Bythe per of Moloy 51 ha

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- 7) Partat Barcui

And

- 8) pinki juha reoji (Borai)
- 9) Rinki Barai
- 10) > 2 2 1 1 1 1 2
- 11) L.T. I Tapon Barai
- 12) কৃত্বা ভগলাতী

SIGNATURE OF THE SECOND PARTIES

Drafted asper instruction of both the parties and readover the contents by me and after understood the indenture they signed this document.

Desojet Chalunbarry... E. No. WB(F)/1337/763/2016 Advocate, Siliguri

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Bikash Barai

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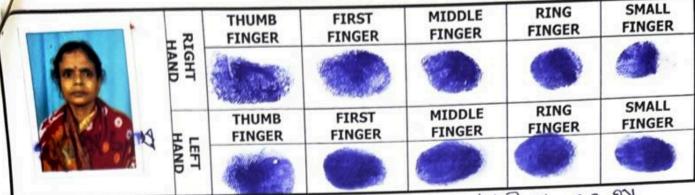
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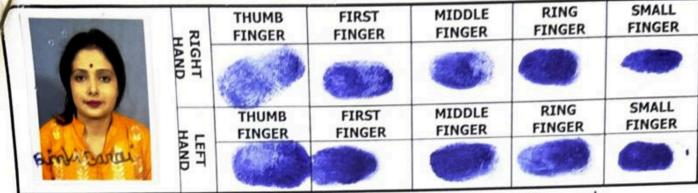
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Signature Banai

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