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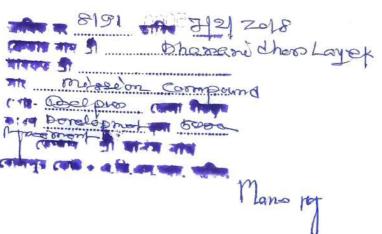
Addl. Dist. Sub-Registrer Bolpur, Birbhum

0 9 FEB 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE AND EXECUTED ON THIS 9TH DAY OF FEBRUARY 2018.

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Add!, Dist, Sub-Registra Bolour, Birbhum 0 9 FEB 2018

<u>BETWEEN</u>

- 1. SRI DHARANIDHAR LAYEK (PAN NO. AAVPL3953E) Son of Late Hrishikesh Layek, by Nationality Indian, Faith Hindu, Occupation Retired Person, residing at Bolpur Mission Compound, P.S. & P.O. Bolpur, District Birbhum, Pin 731204, W.B. at present residing at 73 Mitrapara Road, Naihati, P.O. & P.S. Naihati, Dist. North 24 Parganas, Pin 743165.
- SRI MAHADEV CHANDRA LAYEK alias MAHADEV LAYEK (PAN NO. AGQPL7854D) Son of Late Hrishikesh Layek, by Nationality Indian, Faith Hindu, Occupation Business, residing at Bolpur Mission Compound, P.S. & P.O. Bolpur, District Birbhum, Pin 731204, W.B.
- 3. <u>SRI JIBAN LAYEK</u> (PAN NO. AIDPL4707G) Son of Late Kinkar Chandra Layek, by Nationality Indian, Faith Hindu, Occupation Cultivation, residing at Bolpur Mission Compound, P.S. & P.O. Bolpur, District Birbhum, Pin 731204, W.B. hereinafter referred to as the <u>LANDOWNERS/FIRST PARTY</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the <u>FIRST PART.</u>

AND

- "M/S. SIDDHI CONSTRUCTION", (PAN NO. ACSFS6599Q) a Partnership Firm having its registered office situated at Holding No. 118/42, Thana Road, P.O. B. D. Sopan, P.S. Khardah, Kolkata- 700116, represented by its partners –
- SRI. TAPASH MUKHERJEE (PAN NO. AENPM4129F) son of Sri Amarnath Mukherjee, by faith Hindu, by Nationality Indian, by occupation- Business, residing at 16/13, Thana Road, Bosepara P.O. - B. D. Sopan, P.S. - Khardah, Dist – North 24 Parganas, Pin - 700116
- 2. <u>SRI. SHYAM SUNDAR BISWAS</u> (PAN NO. AAJPB6575H) S/O Late Nakul Ch. Biswas, BY faith Hindu, by Nationality Indian, by occupation Business, residing at 80/A, P.N. Mukherjee Road, Kulin Para, P.O. B. D. Sopan, P.S. Khardah, District North 24 Parganas, Pin 700116 hereinafter called and referred to as the "<u>DEVELOPERS/ BUILDERS / SECOND PARTY</u>" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors-in-office and assigns.) of the <u>SECOND PART OR OTHER PART</u>.



BACKGROUND:-

settlement of a parcel of land measuring 01.21 acre or 121 decimal in the year WHEREAS Adinath Bhaduri and his mother-in-law Fulrenu Roy took permanent lease deed dated 04/02/1942. P.S. – Bolpur, Dist. – Birbhum from Renuka Singha by a registered permanent 1942 from within C.S. Plot No. - 1175 of Mouza - Bolpur, J.L. No. - 99, under

AND

WHEREAS in R.S. record of rights said 01.21 acre land has been recorded as R.S. Plot No. - 1175/2960 in the name of Adinath Bhaduri in R.S. Khatian no. -

AND

WHEREAS Fulrenu Roy died leaving her only daughter Smriti Bhaduri wife of legal heiress Adinath Bhaduri who inherited the share of her mother Fulrenu Roy as her only

AND

01/10/1970. measuring 08 decimal from within R.S. Plot No. - 1175/2960 from above couple WHEREAS one Anil Kumar Bandyopadhyay purchased a specific slice of land Adinath Bhaduri and his wife Smriti Bhaduri by a registered deed of sale dated

AND

registered deed of sale being no. - 6862 for the year 1972 of the Bolpur S.R. Bhudhar Chandra Layek, Mahadev Chandra Layek and Banshidhar Layek by a decimal land to 5(five) full brothers Kinkar Chandra Layek, Dharanidhar Layek, WHEREAS Anil Kumar Bandyopadhyay in his turn sold his above purchased 08

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storied building on the said land. WHEREAS after purchase above named five brothers jointly constructed a two

AND

Jiban Layek who inherited 1/5th share in the above property left by Kinkar Chandra property, elder brother Kinkar Chandra Layek died leaving behind his wife Suniti WHEREAS above named five brothers while owning and possessing their above Layek, four daughters Anita Gan, Anna Bhui, Papita Halder, Iti Ash and only son

AND

A.D.S.R. Office Layek by a registered deed of gift being no. – 3812 for the year 2005 of the Bolpur Banshidhar Layek gifted their 2/5th share in the above property to Dharanidhar WHEREAS thereafter as per family settlement, Bhudhar Chandra Layek and

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of gift being no. - 727 for the year 2011 of the Bolpur A.D.S.R. Office share in the above property to her uncle Dharanidhar Layek by a registered deed WHEREAS Iti Ash one of the six legal heirs of Kinkar Chandra Layek, gifted her

AND

of Kinkar Chandra Layek by a registered deed of gift being no. - 2953 for the year and Papita Halder of Kinkar Chandra Layek, gifted their share to Jiban Layek son WHEREAS wife Suniti Layek and other three daughters Anita Gan, Anna Bhui 2015 of the Bolpur A.D.S.R. Office.

AND

Schedule below having 19/30, 6/30 or 1/5 and 5/30 or 1/6 respectively. Mahadev Chandra Layek Landowner No. -2 and Jiban Layek Landowner No. -3WHEREAS in the above manner Dharanidhar Layek Landowner No. have become the owners of above house property fully described in the First

AND

and 22068 of Mouza - Bolpur respectively. names of the above named three Landowners in L.R. Khatian No - 14514, 22065 Plot no. - 1976, Classification - Bari and the same has been recorded in the WHEREAS in L.R. record, aforesaid 08 decimal land has been recorded as L.R.

AND

Municipality in respect of their aforesaid Property. WHEREAS the above named Landowners got their names mutated in the Bolpur

AND

Municipality has been opened in the above named landowners. WHEREAS a Holding being no. - 29/2 of ward no. - 03(04) of the Bolpur

AND

SRI. SHYAM SUNDAR BISWAS has decided to construct apartment buildings on Partnership Firm represented by its partner (1) SRI. TAPASH MUKHERJEE (2) the First Schedule mentioned land. WHEREAS the Developer/ Builder "M/S. SIDDHI CONSTRUCTION",

AND

the above named Landowners with an offer to develop the First Schedule WHEREAS for implementation of above their desire the developer approached mentioned land at their own cost and expenses

AND

WHEREAS the above named Landowners thought it wise to accept the proposal of Developer and gave their consent in the matter

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AND

the future complications if any in the matter. Development Agreement embodying the terms and conditions in writting to avoid WHEREAS the parties above named thought it prudent to enter

NOW THIS INDENTURE WITNESSETH THAT ARTICLE DEFINITING

ARTICLE - I : MEANING

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SCHEDULE hereunder written. Station Bolpur, in the District of Birbhum, as per specification given in the FIRST in Mission compound, Municipal Ward No. 03(04), holding No - 29/2 under Police 1175/2960 and L.R. Plot No. - 1976 Classification "Bari" under R.S. Khatian No. 1080 Sq.Ft First Floor comprised in C.S Plot No. - 1175, R.S. Plot No. years old dilapidated building measuring about 1080 Sq.Ft Ground Floor and LAND shall mean 08 decimal more or less together with one Two-storied 44 - 4616, L.R. Khatian No. - 14514, 22065 & 22068 of Mouza Bolpur, J.L. No - 99,

- € described in the Schedule "A" hereunder. BUILDING shall mean the proposed G+IV storied building more particularly
- 픨 building rules and laws. authorities, if any of the maximum possible floor area ratio available as per and other structures as may be sanctioned by the Bolpur Municipality and other SANCTIONED PLAN shall mean the plan for the construction of the new building
- iv) THE OWNERS shall mean :-
- SRI DHARANIDHAR LAYEK Son of Late Hrishikesh Layek, residing at Bolpur North 24 Parganas, Pin - 743165. at present residing at 73 Mitrapara Road, Naihati, P.O. & P.S. - Naihati, Dist. -Mission Compound, P.S. & P.O. - Bolpur, District - Birbhum, Pin - 731204, W.B.
- N SRI MAHADEV CHANDRA LAYEK alias MAHADEV LAYEK Son of Late District - Birbhum, Pin - 731204, W.B. Hrishikesh Layek, residing at - Bolpur Mission Compound, P.S. & P.O. - Bolpur,
- ω SRI JIBAN LAYEK Son of Late Kinkar Chandra Layek, residing at - Bolpur Mission Compound, P.S. & P.O. - Bolpur, District - Birbhum, Pin - 731204, W.B and their heirs, executors, administrators, legal representatives and/or assign.

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- 5 Biswas, Sri Amarnath Mukherjee, (2) SRI. SHYAM SUNDAR BISWAS S/O Late Nakul Ch. THE DEVELOPERS / BUILDERS / SECOND PARTY shall mean "M/S. SIDDHI CONSTRUCTION", A Partnership Firm having its registered office situated at 700116, represented through its partner (1) SRI. TAPASH MUKHERJEE son of Holding No. 118/42, Thana Road, P.O. B. D. Sopan, P.S. Khardah, Kolkataand their heirs, executors, administrators, legal representatives and
- ₹. COMMON AREA AND FACILITIES shall include the common area and facilities hereunder written. and space of the building, as per specification given in the FOURTH SCHEDULE of the building for the use of Owners/ Developers and all occupiers of flats/floors
- ¥ii) provision for common amenities independent use and include flat/units/garage space in the proposed new building available for building against consideration. In other words, Saleable Space shall mean and use and enjoy the common facilities and Conveniences provided in the new SALEABLE SPACE shall mean the space in the proposed New Building which is consideration than the space allowable to the owners or flat purchaser along with the right to and garages for independent use and occupation with common facilities other available as covered area along with super built up area for residential flats, shop occupation of the self contained flat after making due and facilities for better enjoyment against

1 OWNER'S ALLOCATION shall mean as follows:-

- West Portion on the Second Floor The landowner No 1 shall be entitled to get three flats-One 3BHK Flat measuring 950 Sq.Ft Super-Built up area on the South
- Portion on the Ground Floor One 2BHK Flat measuring 660 Sq.Ft Super-Built up area of the Back side
- Portion on the Fourth Floor One 2BHK Flat measuring 700 Sq.Ft Super-Built up area of the Back side
- 0 The landowner No 2 shall be entitled to get one flat-West Portion on the Third Floor One 2BHK Flat measuring 770 Sq.Ft Super-Built up area of the South-
- 0 The landowner No 3 shall be entitled to get one flat-West Portion on the First Floor One 2BHK Flat measuring 770 Sq.Ft Super-Built up area of the South-

as per specification given in the SECOND SCHEDULE hereunder written

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- × given in the THIRD SCHEDULE hereunder written. share and interest in the land underneath the said portion as per specification obtained from Bolpur Municipality TOGETHER WITH the undivided proportionate constructed area of the proposed building as per sanctioned building plan to be shall have the exclusive right to commercially deal with the remaining FAR or total aforesaid owner's allocation in the proposed building, the developer shall retain or DEVELOPERS/ BUILDERS/ SECOND PARTY ALLOCATION That besides the
- × the property whichever is later. sanctioned building plan or from the date of obtaining the vacant possession of SIX) MONTHS with all standard building materials from the date of obtaining the TIME The Developers shall complete the project in all respect within 36 (THIRTY
- <u>×</u> architects of the building to be constructed on the said premises at the entire costs nominated by the Developer/Builder/Second Party at his own cost as architect or ARCHITECT shall mean any qualified person or persons or firm appointed or and expenses of the Developer/Builder/ Second Party.
- <u>×</u> Advocate, Bolpur Court who is appointed by both parties ADVOCATE: Shall mean SOUMITRA GHOSH (Enrollment No. W.B.- 155/2006
- Ě cost of the Developer. Developer and Owners permitted and sanctioned by the said Authurities at the Rules and/or any modification or modifications BUILDING PLANS shall mean the plan sanctioned for construction of the proposed building by the Bolpur Municipality as per BOLPUR MUNICIPALITY thereof as may be by the
- Š FLOOR AREA RATIO shall mean the maximum floor area ratio available for total area of the said land mentioned here in above construction on the premises according to prevailing municipal law considering the

ARTICLE - II : DEVELOPMENT

and in the manner as follows:-The developer herein shall develop the said premises on the terms herein agreed

- By obtaining necessary sanctions and/or permission from the Bolpur Municipality.
- 2 By erecting and/or constructing the said building in or upon the said land and to commercially exploring the premises and/or the building

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- w the owners allocation to the owners. allocation in favour of the intending buyers of flat and other space of the building By retaining selling transferring or otherwise disposing of the and also to receive, realize, recover and appropriate the proceed after delivery of Developer's
- 4 That being satisfied about the marketable title and possession of the Owners, the Developers/Builders/Second Party herein has entered into this agreement with the
- 5) of Developers/Builders/Second Party. its nominees or transferees and/or their solicitors as and when required at the cost or taking extract of the title deeds to the Developers/Builders/Second Party and/or Party on accountable receipt and also allow inspections and permit making copies and they shall provide the copies of the same to the Developers/Builders/Second The Owners shall keep the title deeds in respect of the premises in their custody
- 9 agreement except in the manner as expressly provided. dispose of the said premises or portion thereof within the stipulated period of this in any manner encumber, mortgage sale, transfer let out or otherwise deal with or That the Owners agreed that after execution of this agreement, Owners shall not
- Z Be it noted that if in future, if any claim will arise regarding the right, title and interest of the said property in that event the owners will be fully liable for the same to settle the same in future.
- 8 persons claiming under the Owners. therein without any interruption or interruptions from the Owners or any person or and to retain and enjoy the Developers / Builders / Second Party's allocation shall be entitled to construct and complete the said building on the said premises The Owners hereby also undertake that the Developers / Builders / Second Party
- 9 Competent Authority as per law. to given the Completion Certificate of the said building to the owners from the relating to any deviation from the Sanctioned plan. The Developer also undertake and / or compounding fees payable to the authority or authorities concerned accordance with the sanctioned plans and undertakes to pay damages penalties The Developers / Builders /Second Party undertake to construct the building in
- 10) The Developers shall not have any right to transfer their right, title interest and society or company during the period of this agreement obligations, under this Agreement and to make sub-contract with any person, firm,

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11) In carrying out the said development work and/or construction of the said building due to any act or commission or omission of the Developers/ Builders/Second Party or and income tax, MUNICIPALITY taxes liabilities if any. any accident in or related to the construction of the building including all sale taxes indemnified from and against all third party claims or compensations herein agreed the Developers/ Builders/ Second Party shall keep the and Owners

ARTICLE - III: EXPLORATION RIGHT

- The Developers/Builders/Second Party in consultation with the Owners shall be to the concerned authorities for peaceful start of the construction as per all refunds of payment and/or deposits made by the Developers/Builders/Second Party Party provided always that the Developers/ Builders/Second Party shall be entitled to and sanction of the plan shall be paid and borne by the Developers/ Builders/Second approved as aforesaid all costs, expenses and payment required for the preparation authority as aforesaid or to comply with such sanction, permission, clearance and places as shall be required by the Bolpur Municipality or the Government or any entitled to cause all such changes from time to time or modifications to be made in the MUNICIPALITY sanctioned plan.
- 2 answer and be responsible for any deviation and/or breach of any of the laws, bye regulations of the Government local bodies as the case may be and shall attend to The Developers/Builders/Second Party shall abide by all the laws, rules and laws rules and regulations. The owner shall not be liable for the same

ARTICLE - IV : DEVELOPER/BUILDER

- = confirm to Class-I, standard building and made with the I.S.I. marked materials. under them. The Developers / Builders / Second Party shall ensure that the building upon the said land portion thereof in accordance with the sanctioned plan without The Developers/Builders/Second Party shall at its own cost construct the building in or hindrance or disturbance by or behalf of the Owners or any person claiming
- 2 cement steel, bricks and other materials as may be required for the construction of the Owners to apply for obtaining quota entitlements and other building material like The Developers/Builders/Second Party shall be entitled to use the name of the
- ω over any part and/or any portion of the roof of the proposed building. Moreover, if owners shall have proportionate rights in common areas mentioned in Fourth proposed multi storied building. The Developer as well as the owners and other flat The Developer alone shall have the absolute right over the top of the roof of the further construction is made on the roof of the building, the Developer alone shall have Schedule. The owners and other flat owners shall not claim and/or have any right the absolute and exclusive right over the said construction.

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- 4 possession to the Owners/First Party and others. building shall be collected by the Developers/Builders/Second Party before giving approval to enable to deliver to obtain such public utility services and facilities at the cost of the Developer. The occupancy and completion certificates of the execute and deliver all papers and applications signing under consent and proper for the purpose of construction of the building only. The Owners shall sign, own name or its nominees and/or in the name of the Owners as it shall think facilities to the said premises and/or the said building in its own costs and in its electricity power telephone and/or gas to the building and other public utilizes and for and obtain temporary and/or permanent connection of water sewerage, The Developers/Builders/Second Party shall be entitled to at its own cost to apply
- 5 sanctioned building plan from the Bolpur Municipality or from the date of getting MONTHS with all standard building materials from the date of obtaining the the physical possession of the property whichever is later. The Developers shall complete the project in all respect within 36 (THIRTY SIX)
- 6 delivery of the Owner's allocation mentioned earlier. proposed building in favour of any proposed Purchaser/Purchasers before The Developers shall not be entitled to handover possession of any portion of the
- ۲ the cost of the Developer. sanction of the proposed building being obtain from BOLPUR MUNICIPALITY at construction of the building if upon execution of this agreement and before behalf and to appear before the authority or authorities and to undertake the scheme maps any other drawing or any other writings representations in that Police, Fire Bridge or any other authority or authorities and to sign any application represent himself before Bolpur Development Authority, Bolpur and West Bengal for submission and sanction the Building Plan from the Bolpur Municipality and Contractor, Agents etc and to represent the owners before the Bolpur Municipality, building and to enter into agreement for sale and execute Deed of Sale or The Owners will execute a Development Power of Attorney in favour of the Developer/Second Party's allocated portion and appoint Architects, Engineer, Conveyance in favour of the intending Purchaser/Purchasers in respect of the Developer/Builder/Second Party authorizing the said Attorney to construct the
- 8 After the completion of the proposed building within the stipulated period or earlier conveyance of the allotted portion of the developer in the said building in favour of Owners shall as and when required by the Developers execute and register in or upon the land comprised in the said premises in the manner aforesaid the Developers or his nominee at the cost of the Developers or his nominee

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common area to be constructed by the Developers as per this Agreement. and be bound by the same. All the Purchasers shall have the right to use the Owners. The Developers shall cause all its Purchasers or their assigns to join in building in such manner and form as may be required by the Developers and the society for maintenance of the common and essential services The Purchaser of flats of the said building shall form an Association or

ARTICLE: V CONSIDERATION & SPACE ALLOCATION:

- = own cost, tax to be paid for construction development and all other liabilities allot on the Owner's allocation free and it is agreed and made clear that the In consideration of the above agreement Developers/ Builders/Second Party shall Developers/ Builders/Second Party shall be entitled to develop building at their
- 2 said cost of the construction of the building cannot claim from the owners. shall become necessary for the purpose of construction of the building and the towards sanction of the plan including the expenses towards the fees of the The Developers/Builders/Second Party shall pay all the expenses to be incurred Architect soil testing, mixture expenses cost of boundary walls etc whatsoever

OWNER'S ALLOCATION SHALL MEAN : AS MENTIONED EARLIER.

purchaser and/or Owners including the Developers/ Builders/Second Party. receive of the common facilities and grant easement right to the prospective Together with the right of the common space to be spared subject to grant and

exclusive right to deal with and enter into any agreement or sell of Owner's the building along with the proportionate undivided share of the land and common unless the Owners allocated portion is handed over first. portion of flat. The Developers agrees not to give possession to any third party facilities/amenities available to the said building to be constructed with the THE OWNER'S shall be entitled to transfer or dispose of their own allocation in

ARTICLE - VI COMMON RIGHTS AND OBLIGATION:

- ڪ completed in all respects including delivery of possession to the Owners including possession till the Owners is offered the Owner's allocation and the flats be outgoings in respect of the said premises from the date of getting the vacant The Developers/Builders shall bear and pay all rates and taxes and other separation of taxes and electric Meters Installation.
- 2 upon obtaining completion certificate from BOLPUR MUNICIPALITY shall give As soon as the said building is completed the Developers/ Builders/Second Party said building and only from the date of delivery and at all times thereafter the written notice to the Owners to take possession of the Owner's allocation in the



respect of the Developers/Builders/Second Party allocation. The said rates levied on the building as a whole then and in such an event it shall be appropriate Developers/Builders/Second Party shall be responsible for the said taxes respect of the said Owner's allocation, similarly as and from the said date the Owners shall be exclusively responsible for payment of taxes or property taxes in

- ω passage ways lift shaft greens park way and other common facilities whatsoever switch gear, transformers generators pumps motors and other electrical and building and all of common wiring pipes electric and mechanical equipments including replacement, repair and maintenance charges and expenses for the renewals security guards salary and management of the common facilities. and avenging charges and taxes lights sanitation and operation, repair and said charges shall include premium for the insurance of the building, water, fire common utilities in the building payable in respect of the Owners allocation. The the same on the basis of sub-clause hereinabove the service charges for the nominee or nominees or the association of flat Owners and other space Owners and shall forth with pay on demand to the Developers/Builders/Second Party or its either nominee/nominees as the case may be shall also responsible to pay and be On and from the date of service of the notice to take possession the Owners or possession is taken). the Completion Certificate, before that only to the Developers (if vacant for the facilities in the building payable to the Owner's Association upon obtaining terms and on the same basis of Sub-Clause (2) hereinabove the service charges responsible to pay and bear and shall forthwith pay the proportionate share in and other spaces out of Developers/Builders/Second Party allocation shall also be Owners/ Developers/ Builders/Second Party or its nominees or Purchaser of flat including creating of sinking funds similarly as and from the said date the Land mechanical and installations appliances and equipment stair ways, corridors, halls
- 4 while work under progress accidents and any unforeseen circumstances at the site of construction caused The Developers shall keep the owners indemnified against any damages

ARTICLE - VII: MISCELLANEOUS

and the Developers / Builders / Second Party nor shall the Developers / Builders / be deemed or constructed a Joint Venture of joint adventure between the Owners agreement purely on a principal to principal basis on nothing state in herein shall The Owners and the Developers/Builders/Second Party have entered into the Each party shall keep the other party indemnified for and against the same Second Party and the Owners in any manner constitute an association of persons

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- 2 of the party affected hereby but shall not include normal bad weather or civil commotion state wide strike and any other act beyond the reasonable control SHALL INCLUDE flood, earth quake, riot, war, severe abnormal storm, tempest COMPULSION OR ERRECTION RECOGNISED AS IRRESISTABLE AND processions etc.
- ω All legal expenses including the drafting and execution of the instant agreement delivery or possession of new flats to the respective party or obtaining Completion date of taking the complete vacant possession of the said premises till the date of Developers/Builders. The Municipal Taxes will be borne by the Developer from the and the Power of Attorney and others if any shall be borne by the Certificate whichever is earlier.

by the Developers/Builders only. for its sanction to be obtained from the BOLPUR MUNICIPALITY shall be borne Expenses for the preparation of the plan of the proposed building as well as

expenses incurred or to be incurred for construction of the building till it is the land with structure. The Owners under no circumstances shall be liable for any Developers/Builders exclusively from the date of getting the vacant possession of construction of the proposed building as per specifications mentioned below & completed and the Owners share handed over. After execution of the agreement all expenses including the cost for Water Tax, Electric bills, shall be borne by the

- 4 of obtaining the vacant possession of the property whichever is later. project in all respect within 36 (THIRTY SIX) MONTHS with all standard building materials from the date of obtaining the sanctioned building plan or from the date BE IT specifically mentioned here that the The Developers shall complete the
- 5 modification or re-enactment thereof for the time being in force deemed to be arbitration under the arbitration Act 1996 and/or any statutory arbitrators shall be final and binding upon the parties. Such reference shall be arbitrators, each of the party shall nominate one arbitrator. The award of the said arising under this contract the same shall be referred to arbitration before two or relating either to the said building or works or to any other matter or thing In case any dispute or difference shall arise between the parties hereto touching
- 6 agreement. Courts at local jurisdiction shall have jurisdiction to the allocation arising out of this

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ARTICLE -VIII: FORCE MAJEURE

- 13.1 majeure and shall be suspended from the obligations during the duration of the performance of which would have been prevented by the existence of the force The parties hereto shall not be considered to be liable for any obligations force majeure
- Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil parties hereto, the Owner as well as the Developer. commotion, strike and/or any other act of commission beyond the control of the

ARTICLE - IX: ARBITRATION

nominated by the Developer and both the set appointed Nominees shall appoint a of three members one of which to be nominated by the owners, one of which to be either parties to this Agreement shall be referred to an Arbitral Tribunal consisting therewith or arising thereof or the operation thereof or the Rights and Liabilities of this Agreement or the construction thereof or so as to any way connected persons claiming under them touching this Agreement or any matter concerning All disputes and differences whatsoever arising between the Parties hereto or shall be final and binding on the Parties. The Arbitration procedures will be in make and publish the award relating to the said dispute. The award of the Tribunal modification thereof. be governed by the provisions of Arbitration and conciliation Act 1996 or any Kolkata unless otherwise agreed the proceedings of the said Arbitral Tribunal shall Third Member of the Tribunal jointly to preside over the Arbitral Tribunal and shall

THE FIRST SCHEDULE ABOVE REFERRED TO

the entire L.R. Plot No. - 1976 butted and bounded : under Police Station Bolpur, in the District of Birbhum, Mission compound, Municipal Ward No. 03(04), holding No - 29/2 storied 44 years old dilapidated building measuring about 1080 Sq.Ft No. - 14514, 22065 & 22068 of Mouza Bolpur, J.L. No - 99, in Classification "Bari" under R.S. Khatian No. - 4616, L.R. Khatian 1175, R.S. Plot No. - 1175/2960 and L.R. Plot No. Ground Floor and 1080 Sq.Ft First Floor comprised in C.S Plot No. -ALL THAT 08 decimal land more or less together with one Two-

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ON THE NORTH

ON THE EAST ON THE SOUTH

ON THE WEST

House of Anil Kumar Ghosh House of Binay Krishna Dey

25ft Municipal Road House of Prafulla Hnesh

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS ALLOCATIONS

One 2BHK Flat measuring 660 Sq.Ft Super-Built up area of the Back side One 3BHK Flat measuring 950 Sq.Ft Super-Built up area on the South West One 2BHK Flat measuring 700 Sq.Ft Super-Built up area of the Back side The landowner No 1 shall be entitled to get three flats.

One 2BHK Flat measuring 770 Sq.Ft Super-Built up area of the South-West The landowner No 2 shall be entitled to get one flat-

One 2BHK Flat measuring 770 Sq.Ft Super-Built up area of the South-West Portion on the First Floor The landowner No 3 shall be entitled to get one flat-

THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPERS ALLOCATIONS

interest in the land underneath the said portion. Municipality building as with the remaining FAR or total constructed area of the proposed developer shall retain or shall have the exclusive right to commercially deal That besides the aforesaid owner's allocation in the proposed building, the per sanctioned building plan to be obtained from Bolpur TOGETHER WITH the undivided proportionate share and

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THE FOURTH SCHEDULE ABOVE REFERRED TO COMMON AREAS AND FACILITIES

electric meter at under stair case & open terrace. flats, lift, owns room at stair case common latrine and privy of the ground floor and sewerage line including pits, common water line as delivery pipe line, our side of landing and land space, (6) common partition wall, (8) water pump with boring (9) horizontal column of the building including plinth, (4) stair case, (5) stair case (1) Back space of the building, (2) side spaces of the building, (3) vertical and

THE FIFTH SCHEDULE ABOVE REFERRED TO COMMON EXPENSES

- After getting possession of the flats, municipal taxes and common electricity charges etc. shall be paid by the parties who have been provided with possession the Developer. of the flats in the New Building. For unsold flats, such payments will be borne by
- 2 After hand over charges and or any municipal taxes to any concern and/or any authority have no liability to pay any sorts of money on account of common electricity owners/purchasers or after obtaining the Completion Certificate the developer the possession of the flats/units ₽ the respective

THE SIXTH SCHEDULE ABOVE REFERRED TO SPECIFICATION

(Specification of newly constructed building works of the aforesaid flat)

Foundation: Rain forced cement concrete foundation

Structure R.C.C. frame structure

Brick Made of 1st class brick

Wall

building wall shall be made by CEMENT PLASTER only, be 5" & 3" inches thickness. And all outside plaster of the All outside wall 8"& 5" inches thickness and inside Wall shall

inside wall of the flat will be finished with POP.

V. Tex

Floor

Full floor shall be made by Tiles.

Door entrance doors shall be made by flash door excluding the main Door frame shall be made of good quality of sal wood, all MALAYASIAN wood. All doors are paint by polymer. door said main door shall be made

Window

with integrated Grill. All windows shall be full Aluminium with glass fitting shutter

Kitchen

one big cook one steel sink and two (1) power plug shall be 2'ft height glazed tiles shall be provided over cooking platform cooking platform with sink is to be finished with Black stone,

commode including low down flash shall be provide wall up to 5 (FIVE) feet height, BOTH toilet shall be fitted by plain floor shall be made by floor titles and glazed

Toilet

Dinning One white basin wall fitted with pillar cock

Electric

shall be paid by the purchaser and along with handling extra charges if applicable with all miscellaneous expenses separate Electric Meter for the purchaser shall born and/or W.B.S.E.B. electricity meter security money for installation of

Electrification: purchaser's own flat including any other extra cost associated point & inverter point and for 4mm wire for wiring of the to pay the extra cost for the said geezer point and one A.C. point if required for his/her flat and purchaser shall be bound money for one geezer point and one A.C. point & inverter by the developers within the flat, purchaser shall be paid extra overall total 22 (twenty two) electricity point shall be provided All electrical work shall be concealed wearing with wear, and

... water Connected pipe line with heavy density quality PVC Dinning, four water connecting point at toilet(2 in each), all the Two tap water point at kitchen, one washing basin point at

Plumbing

Pres

respective hands on the day, month and year first above written. IN WITNESS WHEREOF the PARTIES hereunto set and subscribe their

I-> O Soumitra Ghosh Bolpur kacharipaty @ Amorit chattery's Destru, Bunkura.

1. Sharanidhan Koyen

Mohadev Logue.

Jibour / Kyek

LAND OWNERS

Spashlamun ... Partner For SIDDHI CONSTRUCTION

For SIDDHI CONSTRUCTION

Mymondosciscos

5

Partner

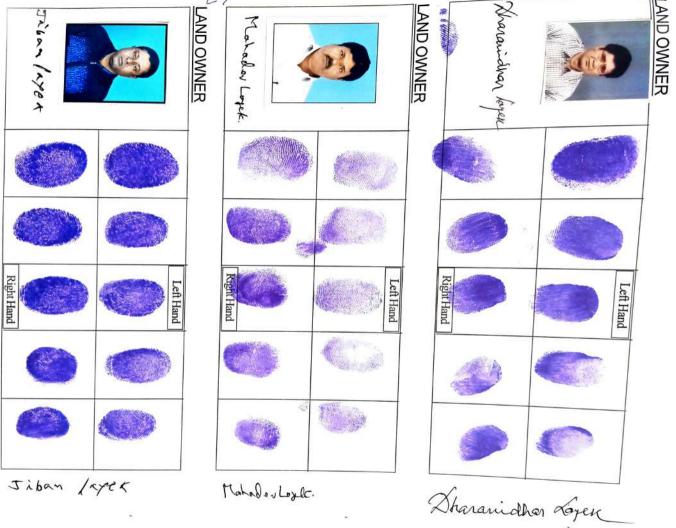
SOUMITRA GHOSH DRAFTED & PREPARED BY Journitra Chosh

Computer typed by Armp Chousedhury

Enrolment No. WB-155 of 2006 Advocate, Bolpur Court

Bolpur, Birbhum. Netaji Bazar, G.B.- 2, Arup Chowdhury

> PARTNERS OF M/S. SIDDHI CONSTRUCTION DEVELOPER



Char DEVELOPER DEVELOPER Myansubasisuas Right Hand Right Hand Left Hand Left Hand Myan Sundansi sway

4/1/140 00:00

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AAVPL3953E

नाम /NAME

DHARANIDHAR LAYEK





पिता का नाम /FATHER'S NAME HRISHIKESH LAYEK

जन्म तिथि /DATE OF BIRTH 01-09-1944

हस्ताक्षर /SIGNATURE

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

Tharanidhar Layen

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें सहायक आयकर आयुक्त, पी-7, चौरंगी सक्यायर, कलकत्ता - 700 069. In case this card is lost/found,kindly inform/return to the issuing authority: Assistant Commissioner of Income-tax, P-7, Chowringhee Square, Calcutta- 700 069.

Tharanidhar Layen

MAHADEV LAYEK HRISHIKESH LAYEK आयकर विभाग

AGQPL7854D

01/03/1950

Mahadev Labet.

GOVT OF INDIA भारत सरकार

्रश्चित्रं के दोने । धन चर कृषा मुंब्रं कर । संदाए अध्यक्ष पन संचा क्राकृत दूरपुर द्वारं तीच्यो प्रकृति स्वारं प्रकृति कर कर तीच्यो प्रकृति स्वारं प्रकृति कर स्वतंत्रः प्राप्ते द्विताने पुरुष्टक्क नर्यत्त्रः प्राप्ते द्वारा – ४११०८६

If this eard is lost I someone's host eard it found, please hipform Freimen to: Income Tax PAN Services Unit, NSDL: 3rd Floor, Supplie Chambers, Next Batter Telephone Exchanges, Banor, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: thinfo@n;dl.co.in

INCOME TAX DEPARTMENT आयकर विभाज JIBAN LAYEK

GOVT. OF INDIA भारत सरकार

KINKAR LAYEK

22/02/1973
Permanent Account Number
AIDPL4707G

25112011

Signature

Jiera layex

Jibon Paper

INCOME TAX DEPARTMENT SIDDHI CONSTRUCTION आयंकर विभाग



GOVT. OF INDIA भारत सरकार

For SIDDHA-GONSTRUCTION

Partner

For SIDDHI CONSTRUCTION

Partner

INCOME TAX DEPARTMENT

TAPASH MUKHERJEE

AMAR NATH MUKHERJEE 01/12/1961

Permanent Account Number

AENPM4129F

Signature



Lepash Pannenger.

SIPLICE CAPITAL SICOMETAN DEPARTMENT

SHYAM SUNDAR BISWAS
NAKUL BISWAS
- 14/10/1860
Perfürnent Account Number

Standardards

AAJPB6576H



In case this card is lost / Joginy, Kindly Inform / rete Incopy The PAN Services (Lift, JTFIS), Plot NG 3, Sector 11, CBD Behapir, Navi Mümhai - 400 614.

पह आई को नाने पर कृषण गुणित करें निदाए ! आपका पैन सेमा पुर्दूर, 1711/18 नगर शं. १, सन्दुर, क्षेत्र के प्राण्या

Malongundage Bizuag

Major Information of the Deed

NO:	1-0303-01119/2018	
No / Year	0303-0000210002/2018	Date of Registration 09/02/2018
Query Date	08/02/2018 3:20:40	rec
Query	Md 01:07:5 0:02/20:00	A D D D D D D D D D D D D D D D D D D D
Applicant Name, Address	Soumitra Ghosh	A.D.S.R. BOLPUR, District: Birbhum
& Other Details	No.: 9474832771 Status Advisorio	Kacharipatty,Thana: Bolpur, District: Birbhum, WEST BENGAL, PIN - 731204, Mobil.
Transaction	Gatus Advocate	e - i
[0110] Sale, Development	[0110] Sale, Development Agreement C	Additional Transaction
agreement	construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement (No of
Set Forth value		Agreement: IJ
Rs. 35,00,000/-		Market Value
Stampduty Paid/SD)		Rs. 43,58,700/-
Bs 7 020/ (Adiabate)		Registration Fee Paid
(A) (H) (H) (H) (H) (H) (H) (H) (H) (H) (H		Rs. 21/- (Article:E. E. E)
Religions	Received Rs. 50/- (FIFTY only) frarea)	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban
	area)	

Land Details:

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Mouza: Bolpur

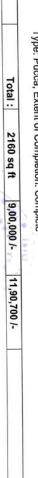
	1
	8Dec 26.00.000 /- 31.68.000 /-
N	26,00,000/-
_	Value (In Rs.) Value (In Rs.)
ŝ	Area of Land SetForth

Structure Details:

Structure Type: Structure	11,90,700/-	9,00,000/-	2160 Sq Ft.	On Land L1	Si
	(In Rs.)	Value (In Rs.)	Structure	Details	No
Other Details	Market value	Setforth	Area of	Structure	Sch

Gr. Floor, Area of floor: 1080 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 44 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 1080 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 44 Years, Roof Type: Pucca, Extent of Completion: Complete



Major Information of the Deed :- I-0303-01119/2018-09/02/2018

petails:

me, Address, Photo, Finger print and Signature

THE PARTY AND		Fringerprint	Signature
Mr DHARANIDHAR LAYEK	語	4	Grand
Son of Late Hrishikesh Lavek	· ·		
Executed by: Self, Date of Execution: 09/02/2018		hiji.	Dhumadhar South
Admission: 09/02/2018 ,Place	1	370	,
	09/02/2018	09/02/2018	09/02/2018

AAVPL3953E, Status :Individual, Executed by: Self, Date of Execution: 09/02/2018, Admitted by: Self, Date of Admission: 09/02/2018, Place: Office

Name Photo Fringerprint Signature
Mr MAHADEV LAYEK, (Alias: Mr MAHADEV CHANDRA LAYEK) Son of Late Hrishikesh Layek Executed by: Self, Date of Execution: 09/02/2018 , Admitted by: Self, Date of Admitsion: 09/02/2018 , Place
09/02/2018 09/02/2018 09/02/2018

AGQPL7854D, Status :Individual, Executed by: Self, Date of Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office

Name Photo Fringerprint Mr JIBAN LAYEK Son of Late Kinkar Chandra Layek Executed by: Self, Date of Execution: 09/02/2018 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office	Photo Photo
oto	oto Fringerprint
Fringerprint	rprint
	Signature Juban layek

Bolpur Mission Compound, P.O:- Bolpur, P.S:- Bolpur, District:-Birdnum, West Bengal, In 731204 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, PAN No.:: AIDPL4707G, Status :Individual, Executed by: Self, Date of Execution: 09/02/2018, Admitted by: Self, Date of Admission: 09/02/2018 ,Place: Office

oper Details : Name, Address, Photo, Finger print and Signature

SIDDHI CONSTRUCTION

Holding No. 118/42, Thana Road, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116, PAN No.:: ACSFS6599Q, Status :Organization, Executed by: Representative

Representative Details :

	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
	Mr TAPASH MUKHERJEE Son of Mr Amarnath Mukherjee Date of Execution - 09/02/2018, , Admitted by: Self, Date of Admission: 09/02/2018, Place of Admission of Execution: Office			Topash Parkeya.		
		Feb 9 2018 3:30PM	LTI 09/02/2018	09/02/2018		
				na, District:-North 24-Parganas, West pation: Business, Citizen of: India, ICTION (as Partner)		
,	Bengal, India, PIN - 700116, S Status : Representative, Repre					
2	Bengal, India, PIN - 700116, S Status : Representative, Repres	ex: Male, by Ca esentative of : S	IDDHI CONSTRU	ICTION (as Partner)		
2	Bengal, India, PIN - 700116, S Status: Representative, Represe	ex: Male, By Ca esentative of : S Photo	IDDHI CONSTRU	ICTION (as Partner) Signature		

Identifier Details :

Name & address

Soumitra abost

Kacharipatty, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr DHARANIDHAR LAYEK, Mr MAHADEV LAYEK,

Mr JIBAN LAYEK, Mr TAPASH MUKHERJEE, Mr SHYAM SUNDAR BISWAS

Major Information of the Deed :- I-0303-01119/2018-09/02/2018

	- Larobeity	
	To la	To. with area (Name-Area)
	Mr DHARANIDHAR	SIDDHI CONSTRUCTION-2.66667 Dec
1	Mr MAHADEV LAYEK	SIDDHI CONSTRUCTION-2.66667 Dec
2	Mr JIBAN LAYEK	SIDDHI CONSTRUCTION-2.66667 Dec
rans	Transfer of property for S1	
N.	SI.No From	To. with area (Name-Area)
	Mr DHARANIDHAR LAYEK	SIDDHI CONSTRUCTION-360.00000000 Sq Ft
	Mr MAHADEV LAYEK	SIDDHI CONSTRUCTION-360.00000000 Sq Ft
	Mr JIBAN LAYEK	SIDDHI CONSTRUCTION-360.00000000 Sq Ft

Land Details as per Land Record

	, (वानभूब,	
BOLLPUR, Modza, Borba. Details Of Land	্ নান্দ্র Address সিশন কল্যাউন্ড , বোলপূর,	Owner:धतनोधत नात्रक, Gurdian:थनर, , रुखार Classification:याँद, Area:0.04920000 Acre,
District: Birbhum, P.S Bolpur, Municipality: BOLPUR, Mouza, Dolpur	Plot & Khatian Number	L1 LR Plot No:- 1976(Corresponding RS Plot No:-2960/ 2961), LR Khatian No:-14514
District: B	Sch	2

Endorsement For Deed Number: 1 - 030301119 / 2018

On 08-02-2018

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7410 Certificate of Market Value (WB PUVI rules of 2001)



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

Birbhum, West Bengal

Suman Basu

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

Major Information of the Deed :- I-0303-01119/2018-09/02/2018

1630 06 0000 12//2/2018 Guery No:-03030000210002 / 2018 Deed No :I - 030301119 / 2018, Document is digitally signed.

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

Presented for registration at 11:25 hrs on 09-02-2018, at the Office of the A.D.S.R. BOLPUR by Mr DHARANIDHAR

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

Execution is admitted on 09/02/2018 by 1. Mr DHARANIDHAR LAYEK, Son of Late Hrishikesh Layek, Bolpur Mission Compound, P.O: Bolpur, Thana: Bolpur, , Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by Profession Retired Person, 2. Mr MAHADEV LAYEK, Alias Mr MAHADEV CHANDRA LAYEK, Son of Late Hrishikesh Layek, Bolpur Mission Compound, P.O: Bolpur, Thana: Bolpur, MeST BENGAL, India, PIN - 731204, by Caste Hindu, by Profession Business, 3. Mr JIBAN LAYEK, Son of Late Kinkar Chandra Layek, Bolpur Mission Compound, P.O: Bolpur, Thana: Bolpur, , Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by

Indettfied by Mr Soumitra Ghosh, . . Son of Mr Tapan Kumar Ghosh, Kacharipatty, P.O: Bolpur, Thana: Bolpur, City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by profession Advocate

Execution is admitted on 09-02-2018 by Mr TAPASH MUKHERJEE, Partner, SIDDHI CONSTRUCTION (Private Limited Company), Holding No. 118/42, Thana Road, P.O.- B D Sopan, P.S.- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116 Admission of Execution(Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 09-02-2018 by Mr SHYAM SUNDAR BISWAS, Partner, SIDDHI CONSTRUCTION (Private Limited Company), Holding No. 118/42, Thana Road, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116 Indetified by Mr Soumitra Ghosh, , , Son of Mr Tapan Kumar Ghosh, Kacharipatty, P.O: Bolpur, Thana: Bolpur, City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by profession Advocate Partner, SIDDHI CONSTRUCTION (Private

City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by profession Advocate Indetified by Mr Soumitra Ghosh, , , Payment of Fees Son of Mr Tapan Kumar Ghosh, Kacharipatty, P.O. Bolpur, Thana: Bolpur

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/02/2018 10:37AM with Govt. Ref. No: 192017180173009821 on 09-02-2018, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00LYWKR1 on 09-02-2018, Head of Account 0030-03-104-001-16 paid by Cash Rs 0/-, by online = Rs 21/-Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees

by online = Rs Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000/-, Payment of Stamp Duty 2,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/02/2018 10:37AM with Govt. Ref. No: 192017180173009821 on 09-02-2018, Amount Rs: 2,020/-, Bank State Bank of India (SBIN0000001), Ref. No. IK00LYWKR1 on 09-02-2018, Head of Account 0030-02-103-003-02 Stamp: Type: Court Fees, Amount: Rs.10/-Description of Stamp Stamp: Type: Impressed, Serial no 8191, Amount: Rs.5,000/-, Date of Purchase: 07/02/2018, Vendor name: Manas

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BOLPUR Birbhum, West Bengal Suman Basu

Major Information of the Deed :- I-0303-01119/2018-09/02/2018

12/02/2018 Query No:-03030000210002 / 2018 Deed

No :1 - 030301119 / 2018, Document is digitally signed

uficate of Registration under section 60 and Rule 69. Volume number 0303-2018, Page from 23870 to 23903 being No 030301119 for the year 2018. gistered in Book - I



Digitally signed by SUMAN BASU Date: 2018.02.12 16:26:35 +05:30 Reason: Digital Signing of Deed.

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BOLPUR (Suman Basu) 12/02/2018 16:26:19 West Bengal. (This document is digitally signed.)