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A.D.S.R., Howrah

0 | MAR 2019

#### AGREEMENT FOR DEVELOPMENT

POLICE STATION - LILUAH, DISTRICT - HOWRAH : 711114

THIS AGREEMENT FOR DEVELOPMENT is made on this the 15 h

day of Morek Two Thousand Mineteen A.D.

BETWEEN

(1) SRI UMASANKAR ROY (PAN No. AHKPRO354H), son of Late Sudhir Chandra Roy, Nationality - Indian, by faith - Hindu, by occupation - Business and (2) SRI SUSHOVAN ROY (PAN No. BCWPR1216C), son of Sri Rabishankar Roy, Nationality - Indian, by faith - Hindu, by occupation - Business both residing at Village - Khalia, Post Office - Chamrail, Police Station - Liluah, District - Howrah : 711114 hereinafter jointly referred to as the OWNERS/LANDLORDS (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) OF THE FIRST PART.

#### AND

M/S ILB GROUP (PAN No. AAOFT60808), a registered Partnership Firm having its "DHAIKUNTH NIWAS", Khalia Paschim
Para, Chamrail, Police Station - Liluah, District - Howrah:
211114 represented by its Partners (1) SMT. KIRAN DEVI (PAN
No. CCOPD76698), wife of Late Bailanth Singh, Nationality Indian, by faith - Hindu, by occupation - Business residing

at 43 "SHIVAM ABASAN", East Sapuipara, Police Station -Mischinda, District - Howrah : 711227, (2) SRI AMAR NATH KESHRI (PAN No. AVOPK20050), son of Late Ramdular Keshri, Hationality - Indian, by faith - Hindu, by occupation -Business residing at 46, Sanatan Mistry Lane, Post Office -Salkia, Police Station - Golabari, District - Howrah : 711106 and (3) SMT. KUSUM DEVI CHOMAL (PAN No. ACGPC9534P), wife of Ram Avatar Chomal, Mationality - Indian, by faith -Hindu, by occupation - Business residing at Chandmari Station Road, East Sapuipara, Police Station - Mischinda, District - Howrah : 711227 hereinafter referred to as the DEVELOPER/CONTRACTOR (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, successors-in-office, administrators, legal representatives and assigns) OF THE SECOND PART.

WHEREAS the Parties of the First Part, Duners/Landlords herein are the joint owners and occupiers of all that the Bastu Land containing an area measuring about 6 (Six) Cottans 10 (Ten) Chittacks 0 (Zero) Sq.ft. be the same a standing thereon altogether with all easement rights attached thereto and user right of 10 feet wide Panchayet Road on the Western Side comprised within Mouza - Khalia, J.L. No. 6, appertaining to R.S. Dag No. 759 corresponding to L.R. Dag No. 771 under R.S. Khatian No. 271 corresponding to L.R. Khatian No. 21, Police Station - Liluah, District - Howrah: 711114, within the territorial limit of Chamrail Gram Panchayet and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah which is morefully and particularly described in the First Schedule hereunder written hereinafter referred to as the said property.

AND WHEREAS one Ramanath Kayal of Khalia, Howrah was the absolute lawful owner in possession of all that the land containing a total area measuring about 17.5 Decimals with residential structure appertaining R.S. Dag No. 759 corresponding to L.R. Dag No. 771 who at the time of khas and peaceful enjoyment of his entire property due, to requirement of finance, in the year 1961, sold, conveyed and transferred

AND WHEREAS at the time of peaceful enjoyment of his property by exercising all sorts of overt acts without interruption from any corner, the said Sri Ajit Bachar, due to requirement of finance, on 31/10/2014 corresponding to 13th day of Kartick, 1421 B.S., sold, conveyed and transferred the said property in favour of the Owners/Landlords herein at and for a valued consideration amount as mentioned thereon and the document was registered with the Office of the D.S.R., Howrah and recorded in Book No. I, being No. 9783 for the year 2014 hereinatter referred to as the said document and thus the Owners/Landlords herein became the joint owners and occupiers now seized and possessed of and/or otherwise well and sufficiently entitled to all that the said property freely, absolutely and free from all encumbrances whatsoever in the said property.

AND WHEREAS for development of the said property, the Owners/First Parties herein desirous to construct new mason-ry building upon the said property but due to lack of experience and finance was in search of a good, experienced and

financially capable Developer who could do the proper construction on the said property.

AND WHEREAS the Second Party being an experienced and financially capable developer approached the Owners herein to enter into an agreement for developing the said property with a formulated scheme to do so and for that after having several discussions, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement and development of the said property. However, the Developer shall start the construction of a multi-storied building after obtaining the new building plan sanctioned from the authority of Howrah Zila Parishad at their own costs and expenses. The Developer shall be entitled to demolish the existing structure standing thereon and the materials available out of the demolition will be the developer's property.

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

### Article-I:Definitions:

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall meen as hereinafter mentioned.

1.1 <u>DWNERS</u> shall mean the abovenamed Owners/Landlords and in absence of the instant owners, their heirs, executors, administrators, legal representatives, successors—in—interest and assigns shall be deemed to be the owners/landlords and bound upon these Agreement.

its executors, administrators and legal representatives and assignees or any proprietorship concern or partnership firm created by the Developer for this project.

parcel of Bastu Land containing an area measuring about 6 (Six) Cottahs 10 (Ten) Chittacks 0 (Zero) Sq.ft. be the same a little more or less together with 100 Sq.ft. R.T. Shed standing thereon altogether with all easement rights attached thereto and user right of 10 feet wide Panchayet Road on the Western Side comprised within Mouza - Khalia, J.L.

No. 6, appertaining to R.S. Dag No. 759 corresponding to L.R. Dag No. 771 under R.S. Khatian No. 271 corresponding to L.R. Hatian No. 21, Police Station - Liluah, District - Howrah r 711114, within the territorial limit of Chamrail Gram Panchayet and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah morefully described in the First Schedule hereunder written.

1.4 THE BUILDING shall mean the building to be constructed on the said property in accordance with the building plan to be sanctioned by the authority of Howrah Zilm

1.5 THE UNIT shall mean the partly or wholly constructed flat/apartment/shop in the building (which is
agreed to be completed by the Second Party/Developer) and
alongwith proportionate share of land of the said property.

Parishad at the cost of the Developer.

TIONATELY shall mean the ratio between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners.

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- 1.7 THE COMMON PORTIONS shall mean and include the common portions to be made and erected for convenience and use of the intending purchaser and/or lawful occupiers.
- 1.8 THE ARCHITECT shall mean such Architect or Architects appointed by the Developer as Architect for the building or such other Architect or Architects as may be appointed by the Developer cost of which will be borne by the Developer.
- 1.09 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after
  making due provisions for common areas and facilities and
  space required therefor.
- Owners will be allocated 40% of the sanctioned area to be determined as per sanction plan (G+6 storied building) to be approved by appropriate authority. the Owners shall have no other claim if the proposed building to be constructed is only for seven storied (G+6) building and if the Developer make construction of further storey over and above the sanctioned plan on obtaining further sanction in that case,

the Owners will get 30% share after deducting the costs and expenses of the said extra floor. The monetary consideration as above will be finally settled between the two parties at the time of handing over possession of the Owners' allocation to the Owners.

peveloper's ALLOCATION shall mean and include the balance area of 50% out of the total constructed area excluding Owners' share together with super built up area altogether with proportionate impartable share of land of the said property including the right, title and interest in common facilities including the rights of using the said facilities with right of using the terrace with right to the undivided proportionate impartable share in the land with all rights of the Developer to negotiate for sale out the said portion either to the intending purchaser or purchasers for adjustment of their expenditure and investments of the finance for raising the said construction at the said property as per the sanctioned plan. The Developer is entitled to get 70% of the constructed area for extra floor construction.

- TRANSFER WITH ITS GRAMMATICAL VARIATIONS shall mean adopted for effecting what is understood as a transfer of undivided share of land in multi-storied building to purchasers thereof by execution and Registering Deed or Deeds of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser.
- 1.13 IRANSFEREE shall mean the person or persons, firm, limited company or Association of persons to whom any space in the building shall be transferred.
- 1.14 WORD IMPORTING SINGULAR shall include plural and vice-versa.
- feminine and neuter genders, likewise words importing feminine genders shall mean and include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.
- 1-16 THE DATE OF DELIVERY shall mean and include the date on which the Owners shall handover the possession of shall be handed over to the Developer by the Owners on or before obtaining sanction plan for lawfully starting con-

struction as laid down by these presents for development work therein after sanction of the building plan and for such act, no further receipt is to be required to be issued either of the party. On the other hand as and when the construction will be made preferably within 48 months from the date of having the sanction plan and the Developer will hand over the Owners' allocation, as agreed between the parties of these presents shall be noted as delivery of possession to the Owners upon new construction to the tune of Owners' allocation on proper receipt and in that case, the Owners' receipt or document shall be obtained and executed by and between the parties herein.

1.17 SANCTIONED PLAN shall mean and include the new G+o multi-storied and above building to be sanctioned by the competent authority.

### Article-II: Commencement:

2.1 This agreement shall be deemed to have commenced on and from the date of execution of these presents.

## Article - III: Owners' right and representations:

3.1 The Owners are hereby declaring/representing that

the owners is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.

- 3.2 The Owners are hereby declaring/representing that excepting the Owners nobody else have any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.
- The Owners are hereby declaring/representing that the said property is free from all encumbrances, charges, liens, lispendents, attachments, trusts whatsoever or howsoverer.
- There is no bar, legal or otherwise for the Owners to obtain the certificate or certificates from the Income Tax Authority as per the provisions of the Income Tax Act or other consents and permission those may be required but the Developer shall be responsible for payment of Income Tax for sale of flat and unit in respect of the Developer's allocation to the intending purchasers according to progress of construction save and except the Owners' allocated portion.

  The Owners shall not pay any G.S.T. (Goods & Services Tax)

and the Owners shall have right to sell, alienate and transfer the said Owners' allocation to anybody else at any consideration amount.

- 3.5 That the area comprised in the said property is 6 (Six) Cottahs 10 (Ten) Chittacks 0 (Zero) Sq.ft. be the same a little more or less.
- That the Owners hereby further undertake to execute one General Power of Attorney in terms of this agreement simultaneously in favour of the Second Party/Developer, whereby the land Owners will give in the name of the Proprietor, the Developer/Second Party all the powers required for the purpose of making such construction on their own risk and cost as well as the power to negotiate for and make documents, whatsoever, including registration of Deed of Sale required of their portion i.e. to say upto the limit of their share, as mentioned above alongwith undivided land share without any interference or objection of the Owners other than for any specific breach of contract.

## Article IV : Developer's right :

4.1 That on the power and by virtue of this Agreement.

ALEXANDER OF

the Developer/Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertakes to erect the said building as per the said building plan. The Developer will bear the cost of soil testing and whatever expenses necessary. It is agreed by and between the parties hereto that for the purpose of construction, all the fees, additional fees/expenses shall be borne by the Developer only at their risk, liabilities, responsibilities without disturbing the Owners and simultaneously the Owners shall not disturb the Developer for making the construction in any manner whatsonever.

4.2 That the Second Party is hereby empowered to suitably modify or alter the said sanctioned plan as per law as and when required and submit the same for approval of the Howrah Zila Parishad and the entire costs, penalty, etc. shall be borne by the Second Party/Developer alone. The Owners shall have no limbilities/responsibilities for any unauthorized construction and shall have liberty to enjoy the same.

4.3 That the Developer/Second Party shall be entitled to appoint their own labours, masons, contractor, building, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risks and liability together with all responsibility shall remain with then Developer/Second Party and to that effect the Owners/First Parties shall never be liable or responsible for all expenses and maintaining the accounts for debts, payments, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and hand over to the prospective purchasers. The Second Party/Developer shall also remain liable for any litigation or for any matter relating to the construction of new building for which the Developer hereby engaged/appointed.

That the Developer/Second Party berein for the purpose of raising the construction shall have their absolute rights to enter into agreement for sale of flats, Garages and apartment, shop room in respect of their own

allocable portion, as mentioned above, making the Owners as owners/Landlords represented by their Constituted Attorney as simultaneously appointed by the Owners and to that effect it will be entitled to receive the earnest money from the intending purchasers, together with all payments and advances thereof without any consent from the Owners but at all material time, the Owners shall not be liable for such advance or earnest money.

The Second Party/Developer shall have the right to register the Deed of Conveyance in respect of their own allocation, as mentioned above and simultaneously, the Developer will hand over possession of the Owners' portion reciprocally together with allowing possession to the intending purchaser or purchasers can be made or done and the Owners' allocation, as mentioned above, will be handed over to them within the time mentioned from the date of sanctioned plan or handing over vacant possession of the said property whichever will be later. The Developer shall have right to execute and/or register any Deed of Conveyance in respect of the Developer's allocation before handing over

Owners' allocation to the Owners along with full monetary consideration as mentioned in Clause 1.10 above.

### Article - V : Apparent Considerations:

- 5.1 That in consideration of the Agreement the Owners to allow the Developer/Second Party to construct the building at their own property, it is hereby settled that the Owners shall receive the following :
- i) Owners will be allocated 40% of the sanctioned area to be determined as per sanction plan to be approved by appropriate authority. The Owners shall have no other claim if the proposed building to be constructed is only for Seven storied (G+6) building and if the Developer make construction of further storey over and above the sanctioned plan on obtaining further sanction in that case, the Owners will get 30% share after deducting the costs and expenses of the said extra floor.
- ii) A refundable amount of Rs.30,00,000.00 (Rupees Thirty Lakhs) only is to be paid by the Developer/Second Party to the Owners/Landlords herein out of which an amount of Rs.4,00,000.00 (Rupees Four Lakhs) only has already been

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paid by the Developer to the Owners and Rs.6,00,000.00 (Rupees Six Lakhs) only hereby paid by the Developer to the Owners/Landlords for implementation of this agreement and the balance amount of Rs.20,00,000.00 (Rupees Twenty Lakhs) only will be paid by the Developer to the Owners the time of Ground floor roof casting. The total amount of Rs.30,00,000.00 (Rupees Thirty Lakhs) only will either be refunded by the Owners to the Developer or will be adjusted by cutting out some portion from the Owners' allocation before handing over Owners' share in the following mannaer:

a) Rs.7,50,000.00 (Rupees Seven Lakhs Fifty Thousand) only

- a) Rs.7,50,000.00 (Rupees Seven Lakhs Fifty Thousand) only at the time of handing over Owners' allocation in the FIRST: Floor to the Owners.
- b) Rs. 7,50,000.00 (Rupees Seven Lakhs Firty Thousand) only at the time of handing over Gwners, allocation in the SECOND Floor to the Gwners.
- c) Rs.7,50,000.00 (Rupees Saven Lakhs Fifty Thousand) only at the time of handing over Dwners' allocation in the THIM: Floor to the Owners.
- d) Rs.7,50,000.00 (Rupees Seven Lakhs Fifty Thousand) only at the time of handing over Owners' allocation in the POURTH Floor to the Owners.

## Article - VI : Developer's right and representation:

5.1 The Developer hereby undertakes the responsibility

Authority and start the construction work of the building and within 48 months from the date of sanction plan or handing over khas and vacant possession of the said property to the Developer whichever will be later, the Developer shall give complete possession of the Owners' allocation within the time, as mentioned above, failing which the time may be extended for further period of maximum 6 (six) months automatically and for that no further consent is to be required and obtained. If all the papers are found marketable, the Developer will submit the new building plan within 90 (Ninety) days from the date of execution of this agreement, otherwise the time will be extended only by mutual consent.

6.2 To prepare and cause to be prepared the said plan and sanctioned for several storied building for initial sanction and amended plan and to incur and bear all costs, charges and expenses for preparation, design and sanctioning of the said plan by the Developer.

- 6.3 At their own cost to obtain all necessary perminsion and/or approval and consent.
- 6.4 To bear all costs, charges and expenses for construction of the building at the said premises including soil testing.
- 6.5 The Developer can receive advances from the prospective buyers for selling out of Developer's Allocation and execute the Deed of Conveyance for selling out of Developer's allocation before handing over Owners' allocation to the Owners.

## Article - VII : Developer's Allocation

7-1 In consideration of the above, the Developer shall be entitled to the remaining space excluding Owners' allotted area, as mentioned above.

### Article - VIII : Construction

B.1 The Developer shall be solely and exclusively responsible for construction of the said building at their own costs and expenses.

### Article - IX : Building

9.1 The Developer shall at their own cost construct,

erect and complete the building and the common facilities and also amenities at the said premises including lift, if required, with good and standard quality of materials.

9.2 The Developer shall install and erect in the said building at their own cost and expenses as per the specifications and also as per drawings provided by the Architect, Pump water storage tanks, Overhead Reservoirs, Electrification, Permanent Electric Connection from the Electric Supply Authority and electrification in the building and also in the respective flats through electricals wirings and other facilities as are required to be provided in a Residential Multi-storied building in the locality on ownership basis or otherwise.

7.3 The Developer shall complete the building with outside plastering and with decent colourings of the outside and the inside will be wall puty and the building will be finished in a total complete condition and handover the Owners allocation within 48 months from the date of sanction plan or handing over peaceful and vacant possession of the said property to the Developer whichever will be later.

### Article - X : Common Facilities

Taxes and other dues and impositions and outgoing in respect of the said premises accruing due as and from the date of handing over the Khas possession of the property till handover of the possession within the stipulated period in favour of the Owners as well as other flat Owners. But if any previous dues paid by the Developer all such payment shall be adjusted from the Owners' allocation or the Owners will refund the same without interest to the Developer before the handing over possession to the Owners' allocation by the Developer in the newly constructed building.

10.2 After the completion of the total construction, the Developer and the Owners including their respective assignment will have to bear the cost of common facilities and maintenance charges of lift, if any, Durwans, Pump Motor and Electric Charges in the common areas in proportion of their respective possession including proportionate share of premium for the Insurance of the building, if any, water, fire and scavenging charges etc.

# Article - XI : Legal Proceedings :

11.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings, which may arise in respect of the Development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owners shall be borne and paid by the Developer alone.

# Article - XII : Developer's Indemnity :

indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said premises and/or in the manner of construction of the said building and/or any defect therein, including all accidental hazards and safety precautions during the construction period as well as all losses and damages that may be suffered on account of negligence, misuse, bad workmanship of the Second Party or their sub-contractor or agents with relation to such development of the premises and construction of building or buildings.

## Article - XIII : Miscellaneous

13.1 The Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter. The Owners also undertakes to sign and execute all additional applications, if required, and other documents as the case may be provided that all such acts, deeds and matters and things do not in any way infringe on the right of Owners and/or against the spirit of this Agreement.

shall frame a scheme for the Management and Administration of the said building and/or common parts thereof. The Dwners hereby agree to abide by the Rules & Regulations of such Management Society, Association Holding Organization and hereby undertakes to abide by the same. The Developer shall also conform the specifications of the building materials and fittings and mode of flooring, plastering, colourings, wirings, etc. with the Owners in details on agreed terms. The Second Party shall also hand over Xerox copy of

the sanctioned plan to the First Parties before commencement of the construction work.

It is agreed by and between the parties hereto that if the Developer start any obligation and work as laid down within this agreement, the Agreement and also the Power of Attorney followed by this agreement shall not be cancelled in any manner without showing proper reasons in writing before such cancellation, otherwise no such cancellation shall be maintained and acknowledged by the Developer herein at all times. This contract created an interest in favour of the Developer even if the Power of Attorney is revoked by the Owners and such interest would not be evaporated. As such, according to Indian Contract Act, this Development Agreement have effectual interest of the Developer and couple interest with the Power of Attorney in terms of the Development Agreement hereby-created and at all times, this Development Agreement and Power of Attorney will be valid.

13.4 The Developer will arrange proper fire protection system along with all apparatus as well—as water resources. 13.5 The name of the building shall be decided later on by the parties on mutual understanding.

As and from the date of completion of the building, the Developer and/or their transferees and the Owners
and/or their transferees and their successors shall each be
liable to pay and bear proportionate charges on account of
ground rent and Wealth Tax and other taxes payable in respect of their respective areas and/or share of the built up
area.

Agreement regarding Development or sale of the said premises and that all other arrangements, if any, prior to this Agreement have been cancelled and are being suspended by this Agreement.

13.8 It is expressly agreed by and between the parties hereto that all the flat occupants including the Owners will use the top roof for common purpose.

13.7 If Howrah Zila Parishad or any other concerned authorities grants further sanction, Owners shall not construct further construction on the top floor of the building

with other Developer and in that case, first preference will be given to the instant Developer.

13.10 The Developer will construct boundary wall and at that time, if any dispute arises in respect of legal matters, the Developer will inform the same to the Owners and the Owners along with the Developer will swittle the dispute jointly.

13.11 Transformer installation charges will be borne by the Developer solely.

13.12 The Owners and the Developer will get their share mentioned above as reciprocal basis in all the floors.

papers and documents relating to the property at the time of execution of this agreement and power of Attorney and the Second party will return back the same to the First parties upon completion of the building sale of Developer's portion absolutely.

13.14 The Second party will not be allowed to do any type of immoral activities whereby the Owners as well as the neighbourers are prejudicially affected.

and khazanas upto the date of execution of this agreement which will in the first instances will be paid by the Developer and will be refunded by the Developer and will be refunded by the Developer and their share or to be adjusted from the Owners' allocation.

13.16 If some portion of the building is constructed for commercial purpose, the Owners/Landlords will not raise any objection or make any claim/demand in that regard.

hereto that all the common parts, facilities, amenities shall be enjoyed by both the parties as their respective rights in accordance with the Apartment Ownership Act, 1972 and law of Ownership of Flat/Apartments in West Bengal.

13.18 This agreement is bound upon all the legal heirs, assignees and successors of both the parties without any further reference.

Owners/Landlords shall have no right to transfer any portion of the said property other than the Developer.

13.20 Indian Contract Act and if any amendment takes place regarding the contract/agreement and/or building rules and/or promoter's act shall be maintainable.

13.21 It is expressly mentioned herewith that if any imposition/levies and/or Goods & Service Tax on and from the date of payment made by the intending purchasers to the Developer or the instant owners with confirmation of the Developer as applicable.

### Article - XIV: Force Majeure

14.1 The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.

14.2 Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or any other act or commission beyond the reasonable control of the Developer.

#### Article - XV Arbitration

15.1 If at any time any dispute shall arise between the

parties hereto regarding the construction of interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this Agreement, the same shall be referred to the Joint Arbitration and their joint decision shall be deemed to be a reference within the meaning of the Indian Arbitration & Reconciliation Act, 1996 or any statutory enactment or modification thereunder and the said Arbitrators will be nominated by each of the parties. In case of differences with the reference of the Joint Arbitrators to be appointed by the respective parties, the Joint Arbitrators will appoint one Presiding Officer and their decision is final and binding upon the respective parties but no event none of the parties shall be entitled to stop the progress of construction or Development of the said premises until such time and the award is given by the Arbitrators or the Presiding Officer, as the case may be.

## FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT the piece and parcel of Bastu Land containing an area measuring about 6 (Six) Cottahs 10 (Ten) Chittacks 0

(Zero) Sq.ft. be the same a little more or less together with 100 Sq.ft. R.T. Shed standing thereon altogether with ell easement rights attached thereto and user right of 10 feet wide Panchayet Road on the Western Side comprised within Mouza — Khalia, J.L. No. 6, appertaining to R.S. Dag No. 759 corresponding to L.R. Dag No. 771 under R.S. Khatian No. 271 corresponding to L.R. Khatian No. 21, Police Station — Liluah, District — Howrah : 711114, within the territorial limit of Chamrail Gram Panchayet and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah which is butted and bounded in the manner as follows:—

ON THE HORTH - Property of Dag No. 759 (P) ;

ON THE SOUTH - Property of Dag No. 762 ;

ON THE EAST - Property of Dag No. 749 ;

ON THE WEST - 10 feet wide Kutchha Panchayet Road ;

## SECOND SCHEDULE ABOVE REFERRED TO

## (Owners' allocation)

Owners will be allocated 40% of the sanctioned area to be determined as per sanction plan to be approved by appro-

the proposed building to be constructed is only for Seven storied (G+6) building and if the Developer make construction of further storey over and above the sanctioned plan on obtaining further sanction in that case, the Owners will get 30% share after deducting the costs and expenses of the said extra floor. The monetary consideration as above will be finally settled between the two parties at the time of handing over possession of the Owners' allocation to the Owners. Owners' allocation will be allotted as follows :-

- a) Front side on the Ground floor as per ratio 40% : 60%
- b) Front side of First Floor.
- c) Back Side of Second Floor.

If it is found that the Owners' share in any floor has been more that 40% in that case, the Owners will adjust that excess area on the instant next other floor.

## Developer's allocation

- a) Front side of Ground Floor as per ratio 60% : 40%
- a) Back Side of First Floor.
- b) Front side of Second Floor.

### SPECIFICATION SCHEDULE

### STRUCTURE

- i) Flooring will be floor tiles
- Flooring of Bathroom will be of Floor tiles and 5 feet height glazed tiles from the Ground, PVC Door.
- 3) Black stone cooking platform and 2 feet height glazed tiles with Steel sink.
- 4) Main Door wooden frames with commercial ply and inside door wooden frame and ply panel palla.
- Aluminium window with glass panels
- inside outside plaster with inside walls plaster of paris.
- 7) One Wash Basin.
- 8) Concealed electric line with 4 points in Bed Rooms, 1
  Point in Balcony, 2 Points in Kitchen, 4 Points in Hall and
  2 Points in Bathroom and 2 Nos. 15 Amp. Plug point to be
  provided to each flat of owners' allocation only.
- 9) Partition Wall 5 inches and side wall 3 inches.
- 10) Concealed water pipe line with P.V.C. Pipe.
- 11) 3 nos. points for water line in the Rathroom and Anglo-Indian Toilet Commode.
- 12) Stairs will be marblw.
- 13) Outside colour of the entire building;

- 14) For extra work other than the above will be charged extra.
- 15) Lift, if required, will be made by reputed Company.

IN WITNESS WHEREOF the parties hereto signed on this Agreement at Howrah on this day, month and year first above written in the presence of.

SIGNED, SEALED AND DELIVERED in the presence of :

### WITNESSES

1. HIMANS HU PANDEY 18/3 RAJEN SETH Lane BELUR HOW RAH

2. Amelie Keelus 46, Someon Wismidno Huwrah - 711106 - Andrews

SUPPLY AND ROY
(SIGNATURE OF THE FIRST PARTIES)

AMON MATHRELAND

कुसूअ देवी

(SIGNATURE OF THE SECOND PARTY)

Drafted by me and typed correctly as per my draft and prepared in my Sheristha.

Sile Kuman Musikapadhyay ADVOCATE, HOWRAH COURT WAS 819/1992

Computerized Typed by : Hara Dhan Kundu

# MEMO OF RECEIPT

Received by the withinnamed Dwners/First Parties from the withinnamed Second Party/Developer a sum of Rs. 4,00,000.00 (Rupees FaweLakhs) only as part of security deposit in terms of this Agreement as follows :-

Cash/ Cheque No.	Dated As	nount (Rs.)	Drawn on
000211	67-09.2018	1,35,000.00	ICICI, Lilwah broust
cesh	on different	136000 .00	Ginish tark branch work have
254752	87.09.2018	M. 4,00,000 -	

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF :

1) HIMANSHU PANDEY 1813 Rasen Seth Lane Beluz Howratt

2) Ancie Rome

46, Sonator Nusri line Howroh 711106 Susavan Roy

(SIGNATURE OF THE OWNERS/ FIRST PARTIES)

# FORM FOR TEN FINGER IMPRESSION

		Little	Ring	Middle	Fore	Thumb
6	Left Hand	(*)				
	-	Thumb	Fore	Middle	Ring	tattle
Y	Right Hand					9
	Hand				1000	

Signature Interpret

		Little	Ring	Middle	Fore	Threab
	Left Hand		6			0
		Thumb	Pore	Middle	Ring	Little
1 1	Right Hand					0

Signature Ewacyon Roy

	Little	Ring	Middle	Fore	Thumb
Left Hand	6		0		
	Thumb	Fore	Middle	Ring	Little
Right Hand					N
	Hand	Left Hand Thumb	Left Hand  Thumb Fore	Left Hand  Thumb Fore Middle	Left Hand  Thumb Fore Middle Ring  Right

Signature.....

# FORM FOR TEN FINGER IMPRESSION

		Little	Ring	Middle	Fore	Thumb
	Left Hand	0				
A 100		Thumb	Fore	Middle	Ring	Little
	Right Hand		0	9	9	9

Signature Amar nate Keens'

	F	Little	Ring	Middle	Fore	Thumb
	Left Hand	0	0	0		0
7		Thumb	Fore	Middle	Ring	Little
110000	Right Hand			9		0

Signature. প্রমূম देवी

-	Little	Ring	Middle	Fore	Thumb
Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand		4年			
	Hand	Left Hand Thumb	Left Hand Thumb Fore	Left Hand Thumb Fore Middle	Left Hand  Thumb Fore Middle Ring  Right

Signature.....



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Marin Tux PAN Service Con-1-1

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THEOMETAL DEPARTMENT

UMASANKAR ROY SUDHIR CHANDRA ROY

20104/1964 Permanent Account Number AHKPR0354H

Signahara Signahara

भारत सरकार GOVT. OF INDIA



In case this card is here / found, kindly inf Encape, Iax PAN Services Costs, UTIF PhatNo. 3. Sector 11, CBD Belapur, and Navi Manubai - 460-614.

यह आई को जन पर हारच मुख्त करें / लेडाय आपार के सेचा पूरीर, UNITAL असट रें. १, संस्टें किया, आर्थ्ड केमपुर, को स्टूर-प्रकारिक MANN SP

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Susovan Rcy

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Company of the Compan

American Keeler

ment and vives /PERMANENT ACCOUNT NUMBER

ACQPC9534P





KUSUM DEVI CHOMAL

DURGADUTT GINDORIA

UP-4 FBS (DATE OF BUILD 10-04-1956

SELECTANDES VIEWS

EK Hero

क्रमुभ दिसी

COMMISSIONER OF INCOME-TAX, N/S - XI

इस कार्ड के रही / जिस कार्ने पर कृष्या जारी करने कार्न वाधिकारी को मृचित / कार्य कर दें संगुक्त आधारर आधुका(पद्धात एवं सकलीकी), पी7, भीरणी स्वचायर, कलकता - 700 069.

In case this card is ion/found, kindly inform/return to the insuing authority: Juint Commissioner of Income-tan(Systems & Technical), P-7, Choweloghee Square, Calcutta-700 069.

के में अ दिया



In case this cord is loss / found kindly inform / return is ;
fincesed Bax PAN Services Unit, UTILISE.
PlotAc. 3, Sector 11, CBD Belspen,
Navt Mumbul - 400 614.

इस कार्य के द्वारित्रामं पत्र कृषण सुर्वित को/स्वीत्रण : आपना पेत्र केवा सूर्वत्र, UFHESA-फाट वं: १. पोजा शृद्ध की बहुत केवापित्र नवी मुंबई-१०० की के

किरण देवी

Govi. or vvest bengar Directorate of Registration & Stamp Revenue e-Challan

19-201819-036547072-1

Payment Mode

Online Payment

GRN Date: 01/03/2019 14:10:51 BRN:

**IK00YMMAD0** 

Bank: State Bank of India

BRN Date:

01/03/2019 14:11:22

EPOSITOR'S DETAILS

ld No.: 05021000047395/9/2019

[Query No./Query Year]

Name:

Ms Tib Group

Contact No.:

Mobile No.:

+91 8420945094

E-mail:

Address:

Liluah Howrah

Applicant Name:

Mr Umashankar Roy

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks

Sale, Development Agreement or Construction agreement

Payment No 9

AYMENT DETAILS

SI. Identification Head of A/C Amount[ ₹] Head of A/C No. No. Description 1 Property Registration-Registration 05021000047395/9/2019 0030-03-104-001-16 1200

Total

1290

In Words:

Rupees One Thousand Two Hundred Ninety only

GOVE OF VIEST DELIGHT

# Directorate of Registration & Stamp Revenue e-Challan

19-201819-035733547-1

Payment Mode

Online Payment

GRN Date: 21/02/2019 13:19:53

Bank:

State Bank of India

BRN:

IK00YDPVF7

BRN Date: 21/02/2019 13:20:25

# DEPOSITOR'S DETAILS

ld No.: 05021000047395/4/2019

[Query No /Query Year]

Name:

Ms Tib Group

+91 8777305013 Mobile No. :

E-mail .

Address:

Liluah Howrah

Applicant Name:

Mr Umashankar Roy

Office Name:

In Words:

Contact No. :

Office Address:

S tus of Depositor :

Buyer/Claimants

Purpose of payment / Remarks

Sale, Development Agreement or Construction agreement

Payment No 4

## AYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	05021000047395/4/2019	Property Registration-Stamp duty	0030-02-103-003-02	21
2	05021000047395/4/2019	Property Registration-Registration Fees	0030-03-104-001-16	2731
-		Tota	al	2752

Rupees Two Thousand Seven Hundred Fifty Two only

# Major Information of the Deed

Deed No :	1-0502-01668/2019	Date of Registration	01/03/2019		
	0502-1000047395/2019	Office where deed is r	egistered		
Query No / Year Query Date	19/02/2019 3:31:32 PM	A.D.S.R. HOWRAH, Dis	strict: Howrah		
Applicant Name, Address & Other Details	Umashankar Roy Thana: Liluah, District: Howrah, :Seller/Executant	: 8777305013, Status			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Oth than Immovable Property, Receipt [Rs : 4,00,000/-]			
Set Forth value		Market Value			
Rs. 2,71,000/-		Rs. 29,81,438/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 5,021/- (Article:48(g))		Rs. 4,021/- (Article:E, E, B)			
Romarks					

## Land Details:

District: Howrah, P.S.- Liluya, Gram Panchayat: CHAMRAIL, Mouza: Khaliya Pin Code ; 711114

Sch	Plot Number	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
L1	LR-771	LR-21	Bastu	Bastu	6 Katha 10 Chatak	2,41,000/-		Width of Approach Road; 10 Ft.,
	Grand	Total:			10.9313Dec	2,41,000 /-	29,51,438/-	

#### Structure Details

Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
NO	Detailo		20 000/	30.000/-	Structure Type: Structure
31	On Land L1	100 Sq Ft	30,000/-	30,000	Suddine 1 /por deserve

Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total:	100 sq ft	30,000 /-	30,000 /-	

#### and Lord Details : Name, Address, Photo, Finger print and Signature SI No Signature Fringerprint Photo Name Mr Umashankar Roy (Presentant) Son of Late Sudhir Chandra Roy Executed by: Self, Date of Execution: 01/03/2019 , Admitted by: Self, Date of Admission: 01/03/2019 ,Place Office 01/03/2019 01/03/2019 Khalia, P.O .- Chamrail, P.S .- Liluah, District: Howrah, West Bengal, India, PIN - 711114 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHKPR0354H, Status :Individual, Executed by: Self, Date of Execution: 01/03/2019 , Admitted by: Self, Date of Admission: 01/03/2019 ,Place: Office Signature Fringerprint Photo Name Mr Sushovan Roy Son of Mr Rabishankar Roy Sunovas Roy Executed by: Self, Date of Execution: 01/03/2019 , Admitted by: Self, Date of Admission: 01/03/2019 ,Place : Office

Khalia, P.O:- Chamrail, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711114 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BCWPR1216C, Status :Individual, Executed by: Self, Date of Execution: 01/03/2019 ,Place: Office , Admitted by: Self, Date of Admission: 01/03/2019 ,Place: Office

## Developer Details:

SI	
1	Ms Tib Group  Bhaikunth Niwas Khalia Paschim Para, P.O:- Chamrait, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN -  711114 PAN No.:: AAOFT6080B, Status: Organization, Executed by: Representative

## Representative Details:

Name,Address,Photo,Finger p	Name, Address, Photo, Finger print and Signature			
1 Name	Photo	Finger Print	Signature	
Smt Kiran Devi Wife of Late Balkunth Singh Date of Execution - 01/03/2019, Admitted by: Self, Date of Admission: 01/03/2019, Place of Admission of Execution: Office	May 12019 3:35FW	(1) 01032119	GEOTOT GAT	

4 J Shivam Abasan , East Sapuipara, P.O.- Sapuipara, P.S.- Bally, District:-Howrah, West Bengal, India, PIN - 711227, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCQPD7669Q Status: Representative, Representative of: Ms Tlb Group (as partners)

2	Name	Photo	Finger Print	Signature
	Mr Amar Nath Keshri Son of Late Ramdular Keshn Date of Execution - 01/03/2019, Admitted by: Self, Date of Admission: 01/03/2019, Place of			Amer with Kishin
	Admission of Execution: Office	Mar 12019 3104PM	LTI 01/83/2019	ousses West Rengal India. PIN -

46 Sanatan Mistry Lane, P.O:- Salkia, P.S:- Golabari, District:-Howrah, West Bengal, India, PIN - 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVOPK2005Q Status: Representative, Representative of: Ms Tib Group (as partners)

3	Name	Photo	Finger Print	Signature
	Smt Kusum Devi Chomal Wife of Ram Avatar Chomal Date of Execution - 01/03/2019, Admitted by: Self, Date of Admission: 01/03/2019, Place of Admission of Execution: Office			からまる
	Admission of Executions of the	Mar 1 2018 3:05PM	LTI 61/05/2019	91/03/2019
			D.C.	Dally Dietrict-Howrah West Bengal

Chandmari Station Road , East Sapuipara, P.O.: Sapuipara, P.S.: Bally, District: Howrah, West Bengal, India, PIN - 711227, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: ACQPC9534P Status : Representative, Representative of : Ms Tlb Group (as partners)

#### identifier Details :

Name	Photo	Finger Print	Signature
Ar Himanshu Pandey Son of Mr. Ram Sankar Pandey 3. Rajon Seth Lane, P.O Belumath, P.S Bally, DistrictHowrah, West Bengal, India, PIN - 711202	图		Himonika-Padz
	01403/2019	61000000	01/03/2019

Identifier Of Mr Umashankar Roy, Mr Sushovan Roy, Smt Kiran Devi, Mr Amar Nath Keshri, Smt Kusum Devi Chomal

Transf	er of property for L1	
SI_No	From	To, with area (Name-Area)
	Mr Umashankar Roy	Ms Tib Group-5.46562 Dec
2	Mr Sushovan Roy	Ms Tib Group-5.46562 Dec
Transl	fer of property for S1	
-	From	To. with area (Name-Area)
	Mr Umashankar Roy	Ms Tib Group-50.00000000 Sq Ft
2	Mr Sushovan Roy	Ms Tlb Group-50.00000000 Sq Ft

Land Details as per Land Record

District: Howrah, P.S.- Liluya, Gram Panchayat: CHAMRAIL, Mouza: Khaliya Pin Code: 711114

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
	LR Plot No:- 771, LR Khatian No:- 21	Owner:অজিভ বাঘাড়, Gurdian:গদেশ , Address:পিজ , Classification:বাস্ত, Area:0.01070000 Acre,	Mr Umashankar Roy

Endorsement For Deed Number: I - 050201668 / 2019

On 19-02-2019

Certificate of Market Value(WB PUVI rules of 2001)

Cortified that the market value of this property which is the subject matter of the deed has been assessed at Rs 29.81.438/-

Fantain Day

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH

Howrah, West Bengal

On 01-03-2019

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 13:31 hrs on 01-03-2019, at the Office of the A.D.S.R. HOWRAH by Mr. Umashankar Roy, one of the Executants.

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

Execution is admitted on 01/03/2019 by 1. Mr Umashankar Roy. Son of Late Sudhir Chandra Roy, Khalia, P.O: Chamrail, Thana: Liluah, , Howrah, WEST BENGAL, India, PIN - 711114, by caste Hindu, by Profession Business, 2. Mr Sushovan Roy, Son of Mr Rabishankar Roy, Khalia, P.O: Chamrail, Thana: Liluah, , Howrah, WEST BENGAL, India, PIN - 711114, by caste Hindu, by Profession Business

Indetified by Mr Himanshu Pandey, , , Son of Mr Ram Sankar Pandey, 18/3, Rajen Seth Lane, P.O: Belurmath, Thana: Bally, , Howrah, WEST BENGAL, India, PIN - 711202, by caste Hindu, by profession Business

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

Execution is admitted on 01-03-2019 by Smt Kiran Devi, partners, Ms Tlb Group, Bhaikunth Niwas Khalia Paschim Para, P.O. Chamrail, P.S.- Liluah, District:-Howrah, West Bengal, India, PIN - 711114

Indetified by Mr Himanshu Pandey, . , Son of Mr Ram Sankar Pandey, 18/3, Rajen Seth Lane, P.O: Belurmath, Thana; Bally, , Howrah, WEST BENGAL, India, PIN - 711202, by caste Hindu, by profession Business

Execution is admitted on 01-03-2019 by Mr Amar Nath Keshri, partners, Ms Tlb Group, Bhaikunth Niwas Khalia Paschim Para, P.O.- Chamrail, P.S.- Liluah, District-Howrah, West Bengal, India, PIN - 711114

Indetified by Mr Himanshu Pandey, . . Son of Mr Ram Sankar Pandey, 18/3, Rajen Seth Lane, P.O: Belurmath, Thana: Bally, . Howrah, WEST BENGAL; India, PIN - 711202, by caste Hindu, by profession Business

Execution is admitted on 01-03-2019 by Smt Kusum Devi Chomal, partners, Ms Tib Group, Bhaikunth Niwas Khalia Paschim Para, P.O.- Chamrail, P.S.- Liluah, District:-Howrah, West Bengal, India, PIN - 711114

Indetitied by Mr Himanshu Pandey. . . Son of Mr Ram Sankar Pandey. 18/3, Rajen Seth Lane, P.O. Belurmath, Thana; Bally, . Howrah, WEST BENGAL, India, PIN - 711202, by caste Hindu, by profession Business

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,021/- ( B = Rs 4,000/- ,E = Rs 21/- ) and

Refustration Fees paid by Cash Rs 0/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2019 1:20PM with Govt. Ref. No: 192018190357335471 on 21-02-2019, Amount Rs: 2,731/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00YDPVF7 on 21-02-2019, Head of Account 0030-03-104-001-16 Online on 01/03/2019 2:11PM with Govt. Ref. No: 192018190365470721 on 01-03-2019, Amount Rs: 1,290/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YMMAD0 on 01-03-2019, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-. by online = Rs 21/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4273; Amount: Rs.5,000/-, Date of Purchase: 21/02/2019, Vendor name: Soumya

Banorice

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2019 1:20PM with Govt. Ref. No: 192018190357335471 on 21-02-2019, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YDPVF7 on 21-02-2019, Head of Account 0030-02-103-003-02 Online on 01/03/2019 2:11PM with Govt. Ref. No: 192018190365470721 on 01-03-2019, Amount Rs. 0/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YMMAD0 on 01-03-2019, Head of Account

Kantava Den

Kaustava Dey ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. HOWRAH Howrah, West Bengal

Registered in Book - I
Volume number 0502-2019, Page from 53338 to 53392

Volume number 0502-2019, Page from 53338 to 53392 being No 050201668 for the year 2019.



Digitally signed by Kaustava Dey Date: 2019.03.01 15:40:24 +05:30 Reason: Digital Signing of Deed.

Haustaria Dery

(Kaustava Dey) 01-03-2019 15:39:26
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.

(This document is digitally signed.)