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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

NO. 1507179/2019

AC 904118

certified that the Document is admitted to Registration. The signature and the endorsement of the Registrar are the part of this Document.

26 OCT 2019

Signature

Additional Registrar
C. (Assurance), Kolkata

THIS AGREEMENT FOR DEVELOPMENT made on this 27th Day of September 2019 BETWEEN : (1) **SMT. SUPARNA BHOWMICK**, PAN - AJIPB0808N, wife of Late Anjan Bhowmick, by faith - Hindu, by occupation - Housawife, (2) **SMT. RAJASHREE BHOWMICK**, PAN - BLGPB9751H, daughter of Late. Anjan Bhowmick, by faith - Hindu, by occupation - Advocate and (3) **SRI. AKASH BHOWMICK**, PAN - EFUPB8866N, son of Late. Anjan Bhowmick, by faith - Hindu, by occupation Student and all are at present residing at Premises No. 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, Kolkata - 700092 (Also known as P-165, Regent Estate), hereinafter jointly referred to as the "LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) on the **ONE PART**;

Suparna Bhowmick
 Rajashree Bhowmick
 Akash Bhowmick

AND

U.S. DEVELOPERS PVT. LTD.

Signature
(USSAL BOSE)
 Director

SL NO. 10302 DATE 19/09/19

NAME U.S. Developers Pvt. Ltd.

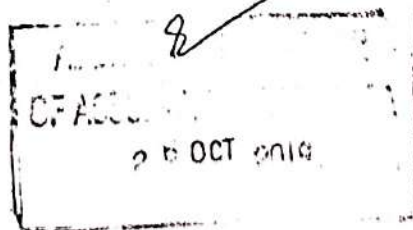
ADDRESS 103, Mondrum Park Road, Kol-29.

RS. 100/-

TARMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27



Abhay Prada Jms
5/6 Lati S Jms
26 K.P. Lane
Kolkata-700 26
P.S. 2 P.O. - Kalighat



M/S. U. S. DEVELOPERS PRIVATE LIMITED, PAN - AAACU8610P, a company incorporated under the Companies Act, 1956 and having its registered office at No. 103, Monohar Pukur Road, P.S. Rabindra Sarabor, P.O. Sarat Bose Road, Kolkata - 700029, represented by its one of the Director - Sri. Ujjal Bose, PAN - ADZPB7758G, son of Late Anil Kumar Bose, by faith - Hindu, by occupation - Business and at present residing at No. 103, Monohar Pukur Road, P.S. Rabindra Sarabor, P.O. Sarat Bose Road, Kolkata - 700029, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns) on the **OTHER PART**;

WHEREAS by and/or under an Indenture of Lease dated 29th day of September 1961 and registered before the Sub-Registration Office at Alipore in Book No. 1, Volume No. 176, Pages 28 to 34, being No. 9549 for the year 1961, the Governor of the State of West Bengal, in consideration of the premium and rent therein reserved and mentioned, demised unto and in favour of one Sisir Ranjan Bhowmik, son of Late Mahendra Kumar Bhowmik, a plot of land measuring more or less 10 Cottah and 33 Sq.ft. lying situate in Plot No. 165, J. L. No. 34, Touzi No. 151, Sub-Division - Alipore, Mouza - Bade Raipur, Police Station - Tollygunge, now Jadavpur, District 24 Parganas (South) and at present known and numbered as Premises No. P-165, Regent Estate, Kolkata - 700092, for a period of 99 years commencing from 29th September 1961 for residential purpose by making construction thereon a residential house.

AND WHEREAS the said Sisir Ranjan Bhowmik constructed a brick built residential house in a portion of the said demised land at his own cost and expenses.

AND WHEREAS on or about 29.11.2005 the Pranati Rani Bhowmik wife of Sisir Ranjan Bhowmick died. **AND WHEREAS** on 27th May 2010 the said Sisir Ranjan Bhowmick died and upon his death the Lessee herein acquired their undivided share in the said leasehold property out of 10 Cottah 33 Sqft equivalent to 1 Cottah 12 Chittak 21.75 Sqft more or less in Premises No. 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, Kolkata – 700092 (Also known as P-165, Regent Estate), along with the other co-sharers thereof who have already entered into the similar Development Agreement with the Developer herein the facts and circumstances as stated therein.

AND WHEREAS as on the date of death of the said deceased he left behind his, two sons namely Ashoke Kumar Bhowmik and Anjan Bhowmik and two daughters namely Aparna Sur and Tapati Ghosh as his Class I heirs and legal representatives within the meaning of Hindu Succession Act, 1956 on whom a portion of the Lessee hold interest in plot of land devolved by operation of law as contained in Hindu Succession Act, 1956 in their equal 1/4th undivided share of ownership therein.



Surbana Bhowmick

Tapati Ghosh Bhowmick

Aakash

Bhowmick

AND WHEREAS on or about 19th August 2017 the said Anjan Bhowmik died intestate leaving his wife, Smt. Suparna Bhowmick and one daughter, Smt. Rajashree Bhowmick and one son, Akash Bhowmick as his Class I heirs and legal representatives who have inherited the estate left by the said Anjan Bhowmik including his aforesaid undivided share of Leasehold interest in the said plot of land comprised within Municipal Premises No. 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, Kolkata - 700092 (Also known as P-165, Regent Estate), in their equal share.

AND WHEREAS the Lessee namely Aparna Sur, Ashoke Kumar Bhowmik and Tapati Ghosh are already entered into a Registered Development Agreement with the Developer herein in respect their land and in respect of 3/4th undivided share of Leasehold interest in the plot of land.

AND WHEREAS the Lessee herein namely Smt. Suparna Bhowmick, Smt. Rajashree Bhowmick and Akash Bhowmick are now entered into this Development Agreement with the Developer in respect of their land.

AND WHEREAS in view of aforesaid this Development Agreement is entered into by and between the Lessee and the Developer over a plot of land measuring 1 Cottah 12 Chittack 21.75 Sq.ft. equivalent to 1281.75 Sq.ft. out of the total land measuring 10 Cottah 33 Sq.ft. equivalent to 7233 Sq.ft. comprised within Municipal Premises No. 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, Kolkata - 700092 (Also known as P-165, Regent Estate)



Suparna Bhowmick

Rajashree Bhowmick

Akash Bhowmick

as more fully and particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the "said plot of land".

AND WHEREAS for the purpose of development of the said plot of land by making construction thereon a multistoried building for residential purpose the Lessee have approached the Developer and the Developer has agreed to act as Developer to develop the said plot of land for and/or on behalf of the Lessee on the terms, conditions and consideration as mentioned hereinafter.

AND WHEREAS the Lessee have represented to the Developer that the said plot of land and every part thereof is free from all encumbrances, lien, lispendence, attachment or any defect in title and is free from any acquisition or requisition and the said Lessee are having the good marketable right and interest to transfer and alienate the same at a valuable consideration and believing the said representation as true and correct and wholly relying thereon the developer has agreed to enter into this Development Agreement on the following terms, conditions and consideration as mentioned hereinafter.

AND WHEREAS the Developer has also adopted a resolution in the meeting of its Board of Directors held on 03.05.2019 to the extent that to enter into this Development Agreement in respect of the said plot of land shall be beneficial to the interest of the company and Mr. Ujjal Bose is hereby authorized to enter into this Development Agreement on behalf of the Developer company.



Sujoya Bharamick

Prayashree Bharamick

Alresh

Bharamick

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

ARTICLE- I DEFINITIONS

1. LESSEE shall mean **SMT. SUPARNA BHOWMICK**, wife of Late Anjan Bhowmick, **SMT. RAJASHREE BHOWMICK**, daughter of Late. Anjan Bhowmick, and **SRI. AKASH BHOWMICK**, son of Late. Anjan Bhowmick, and all are at present residing at 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, Kolkata - 700092 (Also known as P-165, Regent Estate).

2. DEVELOPER shall mean **U. S. DEVELOPERS PVT. LTD.** a Registered Company incorporated under the relevant provisions of the Companies Act, 1956 having its office at 103, Monohar Pukur Road, P.S. Lake, P.O. Sarat Bose Road, Kolkata- 700 029, represented by its Director namely **Sri. Ujjal Bose**, Son of Late. Anil Kumar Bose, by faith Hindu, by occupation Business and at present residing at 103, Monohar Pukur Road, P.S. Lake, Kolkata - 700 029.

3. TITLE DEED shall mean all deeds, documents, papers and writings regarding title of the said property.

4. PROPERTY (PREMISES) shall mean all that piece and parcel of homestead land measuring about 18% of the 10 Cottah 33 Sq.ft. equivalent to 01 Cottah 12 Chittack 21.75 Sq.ft. be the same a little more or less together with two storied brick built structure standing thereon lying and situated at the Premises No. 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, Kolkata -



Suparna Bhowmick

Rajashree Bhowmick

Akash Bhowmick

700092 (Also known as P-165, Regent Estate) which is more fully and particularly mentioned and described in the First Schedule hereunder written.

5. BUILDING shall mean the building or buildings to be constructed on the piece of land Mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.

6. COMMON FACILITIES AND AMENITIES shall mean and include corridors, stairways, passageways, shafts, drains, overhead water tank, ultimate roof, underground water reservoir, pump and motor, meter board, lift, caretaker's room (if any), boundary walls, gate and other space or spaces and facilities attached thereto or which may be mutually agreed upon between the parties or whatsoever required for establishment, location, enjoyment, Provisions, maintenance and /or management of the building and/or common facilities or any of them there as the case may be.

7. SALEABLE SPACE shall mean flat or flats, apartment or apartments or any other space or space or portion thereof for residential/commercial purpose only and for exclusive use of the transferee of the flat in the building available for independent use and occupation for common facilities and the space required therefore.

8. LESSEE'S ALLOCATION: Lessee's Allocation shall mean two 1000 Sqft flat, Southern portion on the 3rd floor including one car parking space (110 Sqft)

Saparna Bhattacharya

Prishu Bhattacharya

Alka Bhattacharya

on the ground floor of the newly constructed building to be sanctioned by the Kolkata Municipal Corporation including proportionate share of land and the common areas and facilities and amenities on pro-rata basis. And Rs. 10,00,000/- (Rupees Ten Lakhs) only to be paid by the Developer to the Lessee as Non - Refundable Security Deposit under this Agreement in the manner as stated hereinafter.

- i) Rs. 2,00,000/- (Rupees Two Lacs) only to be paid on or before signing of this Agreement.
- ii) Rs. 5,00,000/- (Rupees Five Lacs) only to be paid on or before taking possession of the old building from the Lessee.
- iii) Rs. 3,00,000/- (Rupees Three Lacs) only to be paid on or before taking possession of the new building.

9. DEVELOPERS ALLOCATION: shall mean the remaining constructed area in the building to be constructed at the said premises, except the Lessee's Allocation, including proportionate share of land and the common facilities and amenities on pro-rata basis.

10. ARCHITECT/LBS shall mean the qualified person or persons that may be appointed by the Developer for designing and planning of the building to be constructed on the said land.

11. PLAN shall mean plan or plans or revised thereof prepared by the Architect for the construction of the building to be sanctioned by the Kolkata Municipal

Suparna Bhattacharya

Pratibha Bhattacharya

Akash

Bhattacharya

Corporation and / or any other competent authority or authorities as the case may be, under the proceeding of the law of the land/Govt./proper authority.

12. TRANSFER shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the transferee thereof vide provision of Transfer of Property Act 1882 and Registration Act 1908.

13. TRANSFEEE shall mean a person, firm, limited company, Associations of person to whom any saleable space in the building will be transferred under law.

14. FORCE MAJUERE, shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lockout, Labour unrest and/or any other acts or commotion beyond the control of parties hereto affected thereby and also non availability of essential materials like cement steel etc.

15. Words importing singular shall include plural and vice-versa.

ARTICLE - II TITLE AND INDEMNITY:

1. The Lessee hereby declare that they are the 18% Lessee of the total land area of 10 Cottah 33 Sq.ft. equivalent to 01 Cottah 12 Chittack 21.75 Sq.ft. equivalent to 1281.75 Sqft more or less of the said property lawfully entitled to the same and to the best of their knowledge and no disputes or suits act or legal proceedings are pending in respect of the same property or any part or portion thereof and has good and absolute Leasehold right interest and

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Pragadee Bharmick

Aakash

Bharmick

position of the said premises to enter into the Agreement with the said Developer.

2. The Lessee hereby declare that to the best of their knowledge that the said premises is free from all and any manner lispence, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions, or mortgage whatsoever and the Lessee hereby agreed to indemnify and keep the Developer indemnified from or against any and all actions, charges, liens, claims, encumbrances and mortgages unless created by the Developer himself.

3. The Lessee hereby also undertake that the Developer shall be entitled to construct the multistoried building on the said land as agreed by and between the parties hereto according to the building plan to be sanctioned or revised plan if any under subject to K.M.C. rules and regulations.

ARTICLE - III DEVELOPMENT RIGHTS

1. The Lessee grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained, subject to K.M.C. rules and regulations and not in any way contrary to Lessee's interest in the flat to be allotted to the Lessee.

2. The Lessee shall at the cost of the Developer from time to time at anytime submit and/or join with the Developer as the Lessee of the said land in submitting the building plan applications, forms, petitions, and writings to the appropriate authority for sanction and/or approval of the plan and/or materials and otherwise as may or shall be required for the construction of



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Aakash Bhosnick

the building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid. It is clearly mentioned here that the Developer shall submit building plan for sanction before the Kolkata Municipal Corporation. That the Developer shall complete the building within 24 months from the date of the sanction of the building plan, subject to getting clear vacant possession of the existing building of the Lessee for demolition and commencement of construction of the said premises.

3. The Developer shall for and on behalf of the Lessee take all such permissions from the Housing Development Department of the State of West Bengal and other competent authorities and approvals in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The Lessee shall always cooperate with the Developer in connection with the same and shall sign any required papers, letters etc. in connection there with.

4. All applications and other papers and documents referred to above shall be prepared by the Developer at their own cost and submitted by or in the name of the Lessee and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction and building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

Sunam Bhattacharya

Pradyumn Bhattacharya

Aakash Bhattacharya

5. The Lessee shall render the Developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions clearance and approvals in terms thereof and the Developer shall have the discretion to submit the applications, plan and other act deed matter and things envisaged herein as an agent for and/or on behalf of or in the name and with the consent of the Lessee and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Lessee shall grant the Developer and his nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.

Suparna Bhattacharya

Pragnya Bhattacharya

6. The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from the intending transferee or transferees of flats, garages, shops, office in the said proposed building excepting Lessee's Allocation.

ARTICLE - IV: CONSIDERATION

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1. In consideration of the Lessee have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot to the Lessee as per Article 1.8 of the proposed building complete in all respect to be erected

and/or constructed upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

ARTICLE - V: PROCEDURE

1. The Lessee shall grant to the Developer or its nominee/nominees a Registered Power of Attorney as may be required for the purpose of obtaining the modification of sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for perusing and following up the matter in the Kolkata Municipal Corporation and other authorities and to construct the building, appoint Architects, engineers, contractors, agents, etc. and to represent the Lessee before the Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the transferees of flats/car parking spaces or any other spaces from the Developer's Allocation and also to receive, realise recover the entire proceeds of the Developer's Allocation. It is also to be mentioned in the said Power of Attorney that after the completion of the Project and after the Lessee having received the Lessee's Allocation fully and satisfactorily/lawfully, if the Lessee is not in a position to make the registration of the deed of conveyance or conveyances of the purchase deeds, intentionally or unintentionally in favour of the Developer or its nominee or nominees and/or assignee or assignees, the Developer shall be at liberty to execute and register the deed of transfer of



Sudhakar Bhattacharya

Trinidada Bhattacharya

Aakash

Bhattacharya

the Developer's Allocation in favour of itself or in favour of the intending transferees, by utilising the Power of Attorney, which has been issued in favour of the Developer's nominee Sri. Ujjal Bose and in that case the Lessee shall not be in a position to object to such registration of deed of transfer under any circumstances. The Power of Attorney to be granted by the Lessee herein.

ARTICLE - VI: BUILDING

1. The Developer shall construct the said Building at its own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective transferees for transfer out of the total built up area excepting the Lessee's Allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan to be approved by the Architect/LBS and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not below as mentioned in the Third Schedule hereunder within a period of two years from the date of obtaining sanction of the plans and such period may be extended mutually. Lessee would not be responsible in case of any fault in raw materials used or any structural defect or any dispute on sale of Developer's Allocation.

2. The Developer shall also install and provide in the said building at his own costs the lift, pump, water storage, tanks, overhead reservoir, inside



Suparna Ghoshnick

Prayash Ghoshnick

Aakash

Ghoshnick

electrification and/or of the sanctioned plan or under any applicable statutory bye laws or requisitions relating to the construction of the building on the said land and specifications as mentioned in the Third Schedule hereunder written.

3. The Lessee shall be entitled to transfer or otherwise deal with only the Lessee's Allocation in the building.

4. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with the Developer's Allocation subject to the conditions mentioned in Article 6.1 above and the Lessee shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation.

5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Lessee for which purpose the Lessee undertake to give the Developer and/or its nominee or nominees power or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Lessee or the Lessee's Allocation.

6. The Developer shall be authorised in the name of the Lessee in so far as it is necessary to apply for and obtain temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly constructed building and other inputs and facilities required for the

Suparna Bhattacharya

Pragya Bhattacharya

Ashish Bhattacharya

construction or enjoyment of the building for which purpose the Lessee shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Lessee shall not be liable in any manner whatsoever.

7. The Developer shall at its own cost and expenses and without creating any financial or other liability on the Lessee, construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned Building plan and any amendment thereto or modifications thereof made or cause to be made by the Developer. The Developer at its own risk and responsibility accept the earnest money or full consideration money from the transferees of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Lessee shall in no way be responsible and or liable for the same.

ARTICLE - VII: AUTHORITY

1. The Lessee and the Developer shall jointly be entitled to Transfer or otherwise Deal with the flat and/or apartments and/or other transferable space or spaces and car parking space of the building and proportionate right to use the common areas and facilities to be transferred to the prospective transferees and income tax or other taxes for Developer's Allocation to be borne by the Developer.

2. In so far as necessary all the dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Lessee

Suparna Bhattacharya
Pragnya Bhattacharya

Akash Bhattacharya

for which the Lessee hereby irrevocably nominate, constitute and appoint the Developer to do, execute, perform and execute all the acts and things necessary for the implementation of this Agreement including the authorities to cause, to be prepared, to sign letters correspondence and to apply to the authorities, to sign and execute all application to the government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for transfer and to sign transfer deeds, jointly with the Lessee in favour of the prospective transferees to make affidavits and declaration to apply for electric connection sewerage and the drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises to commence proceedings, to sign plaints, verification written statements petition, to sworn affidavit, to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers, Lessee is not affected for any cost expenses.

Surbave Bhavnick

Prajyot Bhavnick

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or transfer flat/flats or apartments and/or any other transferable space or spaces or any portion from and out of the Lessee's Allocation in the said building which the Developer agrees to make delivery of possession to the Lessee as consideration of the said leasehold property in proportion to the Developer's Allocation.

Aakash Bhavnick

ARTICLE - VIII: COMMON FACILITIES

1. The Developer shall pay and bear all Ground rent, other dues and outgoings in respect of the said premises accruing, after handed over of the vacant and peaceful possession by the Lessee.

2. Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the Lessee's Allocated portion and after taking the Completion Certificate from of the KMC of the newly constructed building in all respect as per terms of this Agreement the Developer shall give seven days notice in writing to the Lessee requesting the Lessee to take possession of the Lessee's Allocation in the said building agreed to be provided as consideration of the leasehold land in proportionate with the Developer's Allocation as per terms of this Agreement. The Developer shall not be responsible for payment of all Municipal and property taxes, rates, duties, maintenance, charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Lessee's Allocation and the said rates are to be apportioned pro-rata basis with reference to the transferable space in the building. It is further agreed that the Developer shall deliver possession to the intending transferee only after delivery of possession to the Lessee (within seven days notice) of the Lessee's allocated portion complete in all respect as per terms of this Agreement.

3. The Lessee and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or

Suparna Bhattacharya

Pragya Bhattacharya

Aakash Bhattacharya

to the other authorities or to the Developer or otherwise as specified by the Developer and the Lessee and the Developer shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.

ARTICLE - IX: LESSEE'S OBLIGATION

1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Lessee do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from transferring or assigning of the flat/flats or apartment and/or any other transferring space or spaces of the Developer's Allocation or any apportion thereof in the said building of the said premises of the Developer's Allocation.

2. The Lessee or any person or persons claiming through them shall not in anyway cause any reference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said leasehold land in the said premises.

3. The Lessee do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge any portion of the said premises or any portion thereof without the previous consent in writing of the Developer.



Suparna Bhattacharya

Prigraha Bhattacharya

Aleash

Bhattacharya

ARTICLE - X: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Lessee to complete the construction of the building in terms of this Agreement and in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation within 24 months from the date of sanction of building plan unless prevented by force majeure.

2. The Developer hereby agrees and covenants with the Lessee not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.

3. The Developer hereby agrees and covenants with the Lessee not to do any act, deed, or thing whereby the Lessee is prevented from enjoying, transferring and/or assigning of the Lessee's Allocation or any portion thereof the said building in the said premises.

4. The Developer shall be responsible for the entire construction and indemnifies the Lessee for any damage or loss arises or any accident happens during the construction period. If there is any loss or damage the Developer shall be solely responsible for the same and shall bear all cost and expenses.

5. The Developer hereby agrees that, after taking the Completion Certificate from the KMC, the Developer shall first offer the Lessee to take his possession within seven days of their allocation in the newly constructed building, and

*Surpanna Bhattacharya
Signature, Bhattacharya
Alankar Bhattacharya*

after seven days from receipt of the said notice by the Lessee, if the Lessee fails to take possession of the Lessee's allocated portion or to act upon the notice the said offer, the Developer shall be at liberty to hand over its allocated portion to the intending transferee or transferees.

ARTICLE - XI: MISCELLANEOUS

1. That before demolition of the existing building standing thereon the Developer will accommodate temporarily for the Lessees herein within 1.5 km radius of the aforesaid premises. And the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Lessee's allocated portion in the newly constructed building. The Lessee shall vacate the premises within 7 days from the date of providing a rented accommodation.

2. That the demolition of the existing structure the Developer shall be at liberty to sell old building materials and the sale proceeds thereof will be retained by the Developer exclusively for which the Lessee herein renders their no objection.

3. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Lessee and various applications and other documents may be required to be signed or made by

Suparna Ashramik
Prayashree Ashramik

Atul Ashramik

the Lessee relating to which specific provisions may not have been mentioned herein, the Lessee hereby undertakes to do all such acts, deeds, matters and things which do not in anyway infringe the rights of the Lessee and/or against the spirit of these presents.

4. If at any time, the Lessee shall be held liable for the wealth tax, GST or income tax and/or any other rates, taxes only for their allocation then and in that event the Lessee shall pay the said taxes from their own accord and the Developer shall not be held liable and/or responsible for the same in any manner whatsoever, in respect of the Lessee's portion.

5. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Lessee if delivered by hand or sent by registered post to the Lessee at all the addresses of the Lessee mentioned herein.

6. The Developer and the Lessee shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Lessee hereby agrees to abide by all the regulations to be framed by any society /Association/Holding Association and/or any other organizations to be formed that will be in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations.

Surbana Bhattacharya

Pratibha Bhattacharya

Aakash Bhattacharya

7. The name of the building shall be " **Apartment**"

8. After completion of the construction the Lessee shall at the request of the Developer execute and register appropriate transfer deeds of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee or transferees.

ARTICLE - XII: FORCE MAJUERE

1. Force Majuere shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non availability of essential materials like cement, steel, etc.

2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majuere" and shall be suspended from the obligation during the period this "Force Majuere", except the rental accommodation facilities for the Lessee's mentioned herein above.



Surbana Bharamick

Prayogshree Bharamick

Alank Bharamick

ARTICLE - XIV: ARBITRATION

8.1 Any dispute or different between the parties arising out of the meaning of construction or import of this agreement or their rights and liabilities hereunder shall be adjudicated by reference to the arbitration of the Ld. Sole Arbitrator- Mr. Sabyasachi Sen, Advocate of No. 6A, Kiran Shankar Roy Road, Kolkata- 700001, and his decision shall be final and binding upon the parties and the Arbitrator shall hold the meeting of the arbitral reference at his aforesaid office and the provisions of the Arbitration & Conciliation Act, 1996 and its statutory modification or re-enactment thereof in force from time to time.

ARTICLE - XIII: JURISDICTION

The Learned court/courts having territorial jurisdiction over the property shall have the jurisdiction to entertain and terminate all actions, suits, and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:



ALL THAT the 18% of the total land measuring 10 Cottah 33 Sq.ft. equivalent to 01 Cottah 12 Chittack 21.75 Sq.ft. be the same a little more or less together with two storied brick built residential house comprised within Municipal Premises No. 176/14/165, Raipur Road, P.O. and P.S. Jadavpur, (Also known as P-165, Regent Estate), under the Kolkata Municipal Corporation Ward No. 96, Sub - Registry Office - Alipore, Kolkata-

Sabyasachi Sen

Fajalul Karim

Alipore

700092, having proportionate covered area on the ground floor - 900 Sq.ft. out of the total covered area including ground and first floor 1800 Sqft and butted and bounded by:

- North : By Premises No. 163, Regent Estate;
- East : KMC Road; 
- South : KMC Road; 
- West : By Premises No. 166, Regent Estate;

THE SECOND SCHEDULE ABOVE REFERRED TO:

Subject to the provision as contained in Article X clause 5 hereof and as per article 1.8 complete in all respect to be erected and/or constructed thereon in accordance with the building plan to be to be sanctioned by the Kolkata Municipal Corporation together with proportionate right of all facilities utilities and benefits to be provided to the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(SPECIFICATIONS)

FOUNDATION:

As per sanctioned structural plan from K.M.C. R.C.C foundation and super structure as per the design issued by structural Engineer.



Suparna Bhattacharya

Pragnya Bhattacharya

Atash

Bhattacharya

STEEL:

ISI grade available in the market.

CEMENT:

AMBUJA/ULTRA TECH/LAFARGE make cement.

SAND:

High quality coarse sand.

STONE CHIPS:

Standard quality available in the market.

BRICK:

First class brick available in the market.

FLOORING:

Vitrified Tiles of "NITCO" or equivalent make flooring in the entire flat area. Stair case, Service Area, Car Parking Area, Drive way and the other open spaces shall be finished with Kota/Green stone or designer tiles as suggested by the Architect.

Suparna
Rohmick

Dipakish
Bharmick

Akash
Bharmick

TOILET:

Anti-skid Tiles flooring with Good quality glazed tiles on the walls up to door height. Sanitary fittings of "JAQUAR" or equivalent make and concealed plumbing / fittings, with shower in one tap, one basin and one commode of "JAQUAR" or equivalent make in toilet with hot and cold water mixer system and etc.

KITCHEN:

Black stone cooking platform with Green stone slab and glazed tiles upto the ceiling above the counter. Steel sink with one tap and one low height tap of "JAQUAR" or equivalent make.

GRILL:

M.S. Grill with white paint shall be provided in window, balcony, staircase Railing, main entrance gate etc. as designed and approved by the Architect.

DOOR FRAMES:

Seasoned Sal wood frame for all doors.

MAIN DOOR:

35 mm hot pressed water proof, phenol bonded flush doors along with one tower bolt, one decorative metal handle, telescopic peep hole, one "GODREJ" make night latch.

DOORS:

32 m.m. water proof, phenol bonded flush doors.

Surpave

Balwanick

Prigalrie
Bswarnick

Alash

Bhawnick

WINDOWS:

Good quality anodized Aluminum windows.

ELECTRICAL:

"FINOLEX" or "HAVELL'S" make wiring with switches. "MCB" with sufficient numbers of electrical points in each flat.

INTERNAL WALLS:

Snow white plaster of Paris finished walls.

EXTERNAL WALLS:

Painting on plaster, finished with "ICI WEATHER SHILD" paint.

ROOF:

Water proof treatment with cast-in-situ mosaic/Roof Tiles with landscape.

LOBBY:

Aesthetically designed lobby finished with Marble/Granite.

LIFT:

Good quality Elevator will be provided.

WATER SUPPLY:

"CROMPTON" motor with B.E. pump set shall be installed for regular Water supply.

Sanjivani

Bhaskar

Prakash

Aradh

Bhaskar

UP

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals hereon to and to a duplicate hereof this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the within named Lessee at Kolkata

in the presence of:

1. Sukh Saha,
12 Samdome Pura
Kolkata - 700026.

Sapana Bhownick
Pratibha Bhownick
Akash Bhownick

2. Supnarayan Mukherji
21, Prince Baktiar Shah Road
KOL - 700033.

SIGNATURE OF THE LESSEE

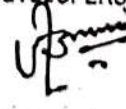
SIGNED SEALED AND DELIVERED

by the within named Developer at Kolkata

in the presence of:

1. Sukh Saha,
12 Samdome Pura
Kolkata - 700026.

U.S. DEVELOPERS PVT. LTD.

 (USJAL BOSE)
Director

2. Supnarayan Mukherji
21, Prince Baktiar Shah Road,
KOL - 700033.

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

Received a sum of **Rs 2,00,000/- (Rupees Two Lakhs)** only being the consideration money as per memo given below :

a) By Cheque No. 738966 dated 20.09.2019 drawn on Indian Overseas Bank, Lansdowne Mkt. Branch, Kolkata in favour of Smt. Suparna Bhowmick	Rs. 2,00,000/-
Total-	<u>Rs. 2,00,000/-</u>

Suparna Bhowmick
Rajshree Bhowmick
Akash Bhowmick

SIGNATURE OF THE LESSEES

Drafted by me:

Gunam Bhowmick
Advocate: WB/745/80.
Ainam Police Court
Kolkata. 7th 27

PRESENTANT



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME SUPARNA BHOWMICK
 SIGNATURE *Suparna Bhowmick*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME RAJASHREE BHOWMICK
 SIGNATURE *Rajashree Bhowmick*



AKASH BHOWMICK

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME AKASH BHOWMICK
 SIGNATURE *Akash Bhowmick*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME UJJAL BOSE
 SIGNATURE *Ujjal Bose*

Major Information of the Deed

Deed No :	I-1901-05995/2019	Date of Registration	26/10/2019
Query No / Year	1901-0001507179/2019	Office where deed is registered	
Query Date	17/09/2019 2:43:59 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ABHAY PADA DAS 26, K P LANE, Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 9830244850, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 33,45,313/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 10,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raipur Road, , Premises No: 176/14/165, , Ward No: 096 Pin Code : 700092









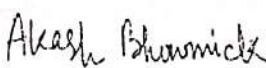
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	1 Katha 12 Chatak 21.75 Sq Ft	1/-	26,70,313/-	Property is on Road
Grand Total :				2.9373Dec	1/-	26,70,313 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	900 Sq Ft.	1/-	6,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		900 sq ft	1/-	6,75,000 /-	

Land Lord Details :




Name, Address, Photo, Finger print and Signature

Sl No	Name	Photo	Finger Print	Signature
1	<p>Smt SUPARNA BHOWMICK Wife of Late ANJAN BHOWMICK Executed by: Self, Date of Execution: 27/09/2019 , Admitted by: Self, Date of Admission: 26/10/2019 ,Place : Office</p>	 26/10/2019	 LTI 26/10/2019	 26/10/2019
<p>P 165, REGENT ESTATE, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJIPB0808N, Aadhaar No: 29xxxxxxxx9153, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019 , Admitted by: Self, Date of Admission: 26/10/2019 ,Place : Office</p>				
2	<p>Smt RAJASHREE BHOWMICK Daugther of Late ANJAN BHOWMICK Executed by: Self, Date of Execution: 27/09/2019 , Admitted by: Self, Date of Admission: 26/10/2019 ,Place : Office</p>	 26/10/2019	 LTI 26/10/2019	 26/10/2019
<p>P 165, REGENT ESTATE, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: BLGPB9751H, Aadhaar No: 46xxxxxxxx4115, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019 , Admitted by: Self, Date of Admission: 26/10/2019 ,Place : Office</p>				
3	<p>Shri AKASH BHOWMICK Son of Late ANJAN BHOWMICK Executed by: Self, Date of Execution: 27/09/2019 , Admitted by: Self, Date of Admission: 26/10/2019 ,Place : Office</p>	 26/10/2019	 LTI 26/10/2019	 26/10/2019
<p>P 165, REGENT ESTATE, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: EFUPB8866N, Aadhaar No: 98xxxxxxxx5070, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019 , Admitted by: Self, Date of Admission: 26/10/2019 ,Place : Office</p>				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	U S DEVELOPERS PRIVATE LIMITED 103, MONOHAR PUKUR ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: AAACU8610P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri UJJAL BOSE (Presentant) Son of Late ANIL KUMAR BOSE Date of Execution - 27/09/2019, , Admitted by: Self, Date of Admission: 26/10/2019, Place of Admission of Execution: Office	 Oct 26 2019 11:42AM	 LTI 26/10/2019	 26/10/2019
103, MONOHAR PUKUR ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADZPB7758G, Aadhaar No: 80xxxxxxx6121 Status : Representative, Representative of : U S DEVELOPERS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ABHAY PADA DAS Son of Late S DAS 26, K P LANE, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026	 26/10/2019	 26/10/2019	 26/10/2019
Identifier Of Smt SUPARNA BHOWMICK, Smt RAJASHREE BHOWMICK, Shri AKASH BHOWMICK, Shri UJJAL BOSE			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt SUPARNA BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-0.979115 Dec
2	Smt RAJASHREE BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-0.979115 Dec
3	Shri AKASH BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-0.979115 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt SUPARNA BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-300.00000000 Sq Ft
2	Smt RAJASHREE BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-300.00000000 Sq Ft
3	Shri AKASH BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-300.00000000 Sq Ft

Endorsement For Deed Number : I - 190105995 / 2019

On 23-09-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 33,45,313/-

Debasis Patra

Debasis Patra
 ADDITIONAL REGISTRAR OF ASSURANCE
 OFFICE OF THE A.R.A. - I KOLKATA
 Kolkata, West Bengal

On 26-10-2019

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 11:25 hrs on 26-10-2019, at the Office of the A.R.A. - I KOLKATA by Shri UJJAL BOSE .

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

Execution is admitted on 26/10/2019 by 1. Smt SUPARNA BHOWMICK, Wife of Late ANJAN BHOWMICK, P 165, REGENT ESTATE, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife, 2. Smt RAJASHREE BHOWMICK, Daughter of Late ANJAN BHOWMICK, P 165, REGENT ESTATE, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Advocate, 3. Shri AKASH BHOWMICK, Son of Late ANJAN BHOWMICK, P 165, REGENT ESTATE, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Student

Indetified by Mr ABHAY PADA DAS, , Son of Late S DAS, 26, K P LANE, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Business

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

Execution is admitted on 26-10-2019 by Shri UJJAL BOSE, DIRECTOR, U S DEVELOPERS PRIVATE LIMITED (Private Limited Company), 103, MONOHAR PUKUR ROAD, P.O.- SARAT BOSE ROAD, P.S.- Lake, District-South 24-Parganas, West Bengal, India, PIN - 700029

Identified by Mr ABHAY PADA DAS, , , Son of Late S DAS, 26, K P LANE, P.O. KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105/- (B = Rs 10,000/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 16/10/2019 12:00AM with Govt. Ref. No: 192019200083046091 on 16-10-2019, Amount Rs: 10,105/-,

Bank: ICICI Bank (ICIC0000006), Ref. No. 1824599033 on 16-10-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10302, Amount: Rs.100/-, Date of Purchase: 19/09/2019, Vendor name: T K

PURKAYASTHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 16/10/2019 12:00AM with Govt. Ref. No: 192019200083046091 on 16-10-2019, Amount Rs: 6,971/-, Bank:

ICICI Bank (ICIC0000006), Ref. No. 1824599033 on 16-10-2019, Head of Account 0030-02-103-003-02

Debasis Patra

Debasis Patra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2019, Page from 288454 to 288504
being No 190105995 for the year 2019.



Digitally signed by DEBASIS PATRA
Date: 2019.10.30 12:04:40 +05:30
Reason: Digital Signing of Deed.

Debasis Patra

(Debasis Patra) 30/10/2019 12:04:35
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)