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District Sub-Register-III
Alinere, South 24-parganas



JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this 21st day of February, in the year Two Thousand Twenty Two(2022)

BETWEEN

(1) SRI. BISWAJEET CHOWDHURY, PAN.AKZPC7634H, AADHAAR NO695411716932, Son of Late Amalendu Chowdhury, by faith Hindu, by occupation Freelance consultancy, by Nationality-Indian, and (2) SRI. SATYAJIT CHOWDHURY, PAN.ACKPC9158M, AADHAAR NO.392732777630, Son of Late Amalendu Chowdhury, by faith Hindu, by occupation Retired, by Nationality-Indian, (3) SRI. AVIJIT CHOWDHURY, PAN.ADRPC1735C, AADHAAR NO.761544705082, Son of Late Amalendu Chowdhury, by faith Hindu, by occupation Retired, by Nationality-Indian, 4 SRI. SURAJIT CHOWDHURY, PAN.AKNPC7014R, AADHAAR NO.582064592119, Son of Late Amalendu Chowdhury, by faith Hindu, by occupation Retired, by Nationality-Indian, all are residing at 1/299, N.S.C. Bose Road, P.O. Naktala, P.S. Patuli now Netaji Nagar, Kolkata - 700 047, hereinafter jointly called and referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, and assigns) of the ONE PART.

AND

SREERAM CONSTRUCTION, a proprietorship concern having its office at1/78, Naktala, P.O. Naktala, P.S.Jadavpur now Netaji Nagar, Kolkata700047, now corresponding to 1/83 Naktala, P.O. Naktala, P.S.Jadavpur now Netaji Nagar, Kolkata-700047, represented by its sole proprietor SRI RAJIB DEY, PAN.ADSPD1437F, AADHAAR NO.222484703553, Son of Sri Subhas Chandra Dey, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at 40, South Roynagar, Bansdroni, P.O. Bansdroni, P.S. Regent Park now Bansdroni, Kolkata-700070, District South 24-Parganas, hereinafter referred to as the DEVELOPER/SECOND PARTY (which term or expression unless excluded by or repugnant to the context shall deem to mean and include its Successors-in-Office, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS after the partition of India, a large number of residents of former East Pakistan now Bangladesh, crossed over and came to the territory of the State of the West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons called refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS Amalendu Chowdhury, son of Late Durga Mohan.

Chowdhury since deceased the father of Donors and Donees therein was one of such refugees who had come to use and occupy a piece of land and erected house thereon.

AND WHEREAS said Amalendu Chowdhury since deceased, the Donors and Donees thereto, being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan now Bangladesh acquired land in C.S. Dag No.204(P), 205(P), Mouza-Naktala, in Police Station-Previously Jadavpur at present Netaji Nagar, in the District of South 24 Parganas in the Urban area under the provisions of L.D.P.Act., 1948/L.A. Act-I of 1894 including the plot in occupation of said Amalendu Chowdhury, since deceased.

AND WHEREAS the Government of West Bengal, to confer absolute right title and interest of the said plot of land in occupation of the said Amalendu Chowdhury, the father of Donors and Donees thereto, donated the said plot of land in favour of said Amalendu Chowdhury since deceased, by way of a Gift Deed registered on 10/05/1988 in the office of the Additional District Registrar at Alipore, South 24 Parganas, which entered in Book No.I, Volume No.18, Pages 177 to 180, Being No.1320 for the year 1988.

AND WHEREAS by virtue of the said Gift Deed said Amalendu Chowdhury since deceased the father of Donors and Donees therein became the

absolute owner of the said plot of land measuring an area of 3(Three) Counts be the same a little more or less in L.O. No.299, in C.S.Dag No.204(P),205(P), of Mouza Naktala, J.L.No.32, within Naktala G.S.Colony No.1, being postal address 1/299, N.S.C.Bose Road(Naktala G.S.Colony No.1), being the Kolkata Municipal Corporation Premises No.348/18, Netaji Subhas Chandra Bose Road, K.M.C. Ward No.100, Kolkata-700047.

AND WHEREAS while seized and possessed of and/or sufficiently entitled to the said plot of land measuring 3(Three) Cottahs more or less, said Amalendu Chowdhury constructed a four storied building measuring super built-up area 5154 Sq. Ft. on the said plot of land being postal Premises No. 1/299, N.S.C.Bose Road(Naktala G.S.Colony No.1), Kolkata-700047, within Police Station previously Jadavpur now Netajinagar, within the Jurisdiction of the Kolkata Municipal Corporation, Ward No.100, Being K.M.C Premises No. 348/18, Netaji Subhas Chandra Bose Road.

AND WHEREAS while seized and possessed of and/or sufficiently entitled to the said property, said Amalendu Chowdhury died intestate on 24/03/1992 leaving behind his surviving widow namely Radha Rani Chowdhury and four sons namely Sri. Biswajeet Chowdhury, Sri. Satyajit Chowdhury, Sri. Avijit Chowdhury, Sri. Surajit Chowdhury, and two Married daughters namely Smt. Uma Bhattacharjee and Susmita Ray as his only heirs and legal representatives and left no other heirs at the time of his death.

AND WHEREAS thereafter said Radha Rani Chowdhury, the widow of said Amalendu Chowdhury also died intestate on 01/01/2004 leaving behind her four sons namely Sri. Biswajeet Chowdhury, Sri. Satyajit Chowdhury, Sri. Avijit Chowdhury, Sri. Surajit Chowdhury, and two Married daughters namely Smt. Uma Bhattacharjee and Susmita Ray as her only legal heirs.

AND WHEREAS after the death of said Amalendu Chowdhury and his widow Radha Rani Chowdhury, the said Sri. Biswajeet Chowdhury, Sri. Satyajit Chowdhury, Sri. Avijit Chowdhury, Sri. Surajit Chowdhury, and Smt. Uma Bhattacharjee and Susmita Ray became the joint owners and possessors in equal share (1/6th) each, of the said piece and parcel of land measuring 3(Three) Cottahs be the same a little more or less together with Four storied building measuring 5154 Sq. Ft. Super built-up area standing

thereon in L.O.No.299, in C.S. Dag No.204(P),205(P), of Mouza Naktala, J.L.NO.32, within Police Station – Previously Jadavpur at present Netaji Nagar, being Postal Premises No.1/299, Netaji Subhas Chandra Bose Road, (Naktala G.S. Colony No-1) within the jurisdiction of the Kolkata Municipal Corporation, Ward No.100, being K.M.C. Premises No.348/18, N.S.C.Bose Road, Kolkata-700047.

AND WHEREAS thereafter the said Smt. Uma Bhattacharjee and Susmita Ray gifted and transferred their 2/6th share of land 3(Three) Cottahs be the same a little more or less together with Four storied building measuring 5154 Sq. Ft. Super built-up area having mosaic floor standing thereon, equivalent to 1(one) Cottah of land and together with 1718 Sq. Ft. Super built-up area [Ground Floor-429.5 Sq. Ft., 1st Floor -429.5Sq. Ft., 2nd Floor 429.5 Sq. Ft., 3rd Floor-429.5 Sq. Ft.) of the said Four storied building situates and lying in Mouza Naktala, within Police Station - Previously Jadavpur at present Netaji Nagar, J.L.No.32, in L.O. No.299, comprising of C.S. Dag No.204(P),205(P), within the limits of the Kolkata Municipal Corporation, in Ward No.100, being K.M.C. Premises No.348/18, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047, being postal premises No.1/299, N.S.C.Bose Road (Naktala G.S.Colony No.-I), S.R.O. Alipore, District South 24 Parganas to the said Sri. Biswajeet Chowdhury, Sri. Satvajit Chowdhury, Sri. Avijit Chowdhury, Sri. Surajit Chowdhury by virtue of a Registered Gift Deed 14/01/2016 which was registered at the office of the District Sub Registrar-I at Alipore South 24 Parganas and recorded in Book No.1, Volume No.1601-2016, Pages from 3439 to 3465 being No.160100102 for the year 2016.

AND WHEREAS thereafter the said Sri. Biswajeet Chowdhury, Sri. Satyajit Chowdhury, Sri. Avijit Chowdhury, Sri. Surajit Chowdhury became the joint owners of the said landed property measuring about 3(Three) Cottahs be the same a little more or less together with Four storied building measuring 5154 Sq. Ft. Super built-up area having mosaic floor standing thereon, situates and lying in Mouza Naktala, within Police Station - Previously Jadavpur at present Netaji Nagar, J.L.No.32, in L.O. No.299, comprising of C.S. Dag No.204(P),205(P), within the limits of the Kolkata Municipal

Corporation, in Ward No.100, being K.M.C. Premises No.348/18, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047, being postal premises No.1/299, N.S.C.Bose Road (Naktala G.S.Colony No.-I), S.R.O. Alipore, District South 24 Parganas with absolute right, title and interest morefully described in the Schedule-"A" below as "the said property".

AND WHEREAS thereafter the said Sri. Biswaject Chowdhury, Sri. Satyajit Chowdhury, Sri. Avijit Chowdhury, Sri. Surajit Chowdhury mutated their names in the record of the Kolkata Municipal Corporation by paying taxes in respect of the said property and the said property renumbered as the Kolkata Municipal Corporation Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293.

AND WHEREAS the Second Party/Developer after proper inspection of the said land & the building thereon being interested to develop the said property by demolishing the old building & erecting a new building thereon has approached to the First Party/the Land Owners herein and the first party considering the proposal of the joint venture as financially viable has agreed to do the same for mutual benefits.

AND WHEREAS the First Party/Land Owners and the Second Party/ Developer have agreed to materialize the said proposal for promotion and development by constructing a G+ III or partly G+IV storied building upon the said property and discussed the matter at length, to avoid disputes and differences in future, and have agreed to record the terms and conditions mentioned hereinafter:-

NOW THIS AGREEMENT WITNESSES:

ARTICLE-1:

DEFINITIONS - for proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include:

1. SAID PROPERTY shall always mean ALL THAT piece or parcel of a plot of homestead land measuring an area of about 3(Three) Cottahs be the same a little more or less together with Four storied building

measuring 5154 Sq. Ft. Super built-up area having mosaic floor standing thereon, situates and lying in Mouza Naktala, within Police Station - Previously Jadavpur at present Netaji Nagar, J.L.No.32, in L.O. No.299, comprising of C.S. Dag No.204(P),205(P), within the limits of the Kolkata Municipal Corporation, in Ward No.100, being the Kolkata Municipal Corporation Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293 District South 24 Parganas and particularly described in the Schedule -"A" herein below.

- PROPOSED BUILDING MEANS: the proposed G+ III or partly G+IV storied building to be constructed upon the said property.
- 3. FLAT/APARTMENT MEANS: The unit of a self contained accommodation of the said building for any purpose having one or more rooms and kitchen, exclusive user of bath and privy as per plan with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to egress and ingress to and from the main entrance and Public Road.
- 4. CAR PARKING SPACE MEANS: the open or covered space in the ground floor of the building as shown in the proposed plan for parking or keeping motor car, scooter or all types of private vehicles defined under Motor Vehicles Act.
- 5. PLAN OR MAP SHALL MEAN: the building plan duly drawn by the Owners/Developer herein in respect of the proposed building / buildings and shall include all such modification or alterations as may be made by the Developer from time to time as and when required for betterment of building with consent of land owners.
- 6. OWNERS MEAN (1) SRI. BISWAJEET CHOWDHURY, (2) SRI. SATYAJIT CHOWDHURY, (3) SRI. AVIJIT CHOWDHURY, (4)SRI. SURAJIT CHOWDHURY, more fully described in the 1st page of this Agreement as the First Party.

- DEVELOPER MEANS, M/S. SREERAM CONSTRUCTION, more fully described in the 2nd page of this Agreement as the Second Party.
- ARCHITECT shall mean any qualified person or persons or firm or tirms or L. B. S. appointed or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property.
- SPECIFICATIONS AND AMENITIES: materials and specifications as is recommended by the Architect for the construction of the building. Amenities means All fittings as described in the Schedule "D" herein below and will be provided by the Developer in those flats under Reserved portion.

COMMON / SERVICE AREA SHALL MEAN :

- i) Staircase and Lift.
- ii) Staircase and lift landings on all floors.
- iii) Common passage.
- Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- Common electrical wiring, fittings and fixtures.
- Vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and / or terrace and areas including side spaces and back spaces to be left open according to plan.
 - 18] Waterman's Room and toilet.
 - x Lift and Lift Machine Room.
- OWNERS' ALLOCATION: after completion of the said Building in all respects, the Developer shall handover 50% of the Sanctioned F.A.R. i.e. 1) Flat No.A-1, 1st Floor, South-East Side, 2) Flat No.B-1, 1st Floor, South-West Side, 3) Flat No.A-2, 2nd Floor, South-East Side, 4)

Flat No.B-2, 2nd Floor, South-West Side, and 50% of the Car Parking Space and 4 shop rooms at Ground Floor south portion of the G+ III or partly G+iV storied building to the owners including undivided proportionate share of land of the premises as described in the Schedule 'B' herein below written together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record at the K.M.C. Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293 District South 24 Parganas within P.S. formerly Jadavpur then patuli now Netajinagar, Sub Registry office Alipore, in the District of South 24 Parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land more fully describe in the schedule herein below.

- in respect of selling the flats and proportionate car parking spaces under developer's allocation and also the said property tax of K.M.C will be paid by the Developer with effect from the date of handing over the possession of the said property for promoting and developing to the Developer after agreement till delivery of owners' allocation.
- 13. INSPECTION OF THE CONSTRUCTION: the owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the owners, the same shall be replaced by the standard good quality by the developer, failing which the owners may take legal steps against the developer.
 - 14. **DELIVERY OF THE XEROX COPY**: the developer shall deliver Xerox copy of the Regd.-sale deeds in respect of the developer's allocated flats and car parking spaces to the owners at the time of registration of the said deeds.
 - 15. RESERVED PORTION SHALL MEAN : owners' allocation.

16. DEVELOPER'S ALLOCATION: The Developer is entitled to get rest 50% of the Sanctioned F.A.R. i.e. 1) Flat No.A-3, 3rd Floor, South-East Side, 2) Flat No.B-3, 3rd Floor, South-West Side, 3) Flat No.A-4, 4th Floor, South-East Side, and 50% of the Car Parking Space at Ground' Floor of the G+ III or partly G+IV storied building including undivided proportionate share of land of the premises as described in the Schedule 'C' herein below written together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record at the K.M.C. Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Netaji Subhas Chandra Bosc Road, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293 District South 24 Parganas within P.S. formerly Jadavpur then patuli now Netajinagar, Sub Registry office Alipore, in the District of South 24 Parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land more fully describe in the schedule herein below.

- a. <u>INTENDING BUYERS SHALL MEAN</u>: all the persons, who are interested to purchase any flat/ flats, and car parking spaces, from the Developer's allocation.
- b. <u>UNAVOIDABLE CIRCUMSTANCE SHALL MEAN</u>: Natural calamities, earthquake, civil disorder, political unrest by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.
- c. AREA OF A FLAT MEANS: the built up area of a flat and also proportionate share of land and common rights as per measurement of plan.

ARTICLE-II

DEVELOPER'S OBLIGATIONS:

That it is agreed by and between the parties herein that the Developer shall be entitled to construct the proposed building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who are willing to purchase on the Developer's allocation excluding the Owner's allocation flat/flats in the said building, provided the Developer fulfill the following obligations towards the land owners.

- a) That the Developer will construct the proposed building upon the said property as per the building plan drawn by the Owners/Developer herein. The name of the building will be "AMAL RADHA".
- b) That the Developer shall have to maintain the proper sizes/specification as per building plan and also as per advice of the Architect and owners allocation given in Schedule "B" below.
- That the Developer shall have to appoint a professional civil Engineer or, 1.13.8, or firm as Architect to Supervise the construction of the building/buildings at his own cost and expenses.
- That the entire cost and expenses for the construction of the building including the cost of building plan will be borne by the Developer and the Developer shall have no claim or demand in any part of the said expenses from the land owners.
- That after completion of the said building the Developer shall have to deliver 50% of the Sanctioned F.A.R. 1) Flat No.A-1, 1st Floor, South-East Side. 2) Flat No.B-1, 1st Floor, South-West Side, 3) Flat No.A-2, 2nd Floor, South-East Side. 4) Flat No.B-2, 2nd Floor, South-West Side, and 50% of the Car Parking Space and 4 shop rooms at Ground Floor south portion of the G+ III or partly G+IV storied building being the owner's allocation which are more fully and particularly described in the Schedule "B" herein below and to get the right to sell the rest self-contained complete flats i.e. 1) Flat No.A-3, 3nd Floor, South-East Side, 2) Flat No.B-3, 3nd Floor, South-West Side, 3) Flat No.A-4, 4nd Floor, South-East Side, and 50% of the Car Parking Space in ground floor of the proposed G+ III or partly G+IV storied building to be used for residential purpose together with common rights of the proportionate share of land, to get the benefit and profit thereof. The land owners shall not have to bear any expenses or have to pay any consideration for this development project and for getting the said flats of the construction

area with proportionate share of common areas more fully described in the Schedule - "B" below.

- That 50% of the Sanctioned F.A.R and 50% of the Car Parking Space and 4 shop rooms at Ground Floor of the G+ III or partly G+IV storied building mentioned in the Schedule "B" herein below will be delivered by the developer to the land owners in finished, ready and in habitable condition in all respects & with all modern amenities and fittings as mentioned in the Schedule "D" herein below before delivery of any flats or constructed parts of the Developer's allocation to any other person.
 - That the delivery of possession of 50% of the Sanctioned F.A.R. and 50% of the Car Parking Space and 4 shop rooms at Ground Floor of the G+ III or partly G+IV storied building in favour of the land owners will be made by the developer within the next 24 months from the date of giving vacant possession of the said property provided the construction work is not affected or hampered by unavoidable circumstances.
 - That the Developer shall have no right or shall not be entitled to sell, transfer, and/or encumber in any manner the said reserved portion of the land owners more fully described in the Schedule "B" herein below.
 - That the Developer shall act as an independent contractor in constructing the building and undertake to keep the land owners indemnified from time to time against all 3rd party claims including any Government, Quasi Govt., Local authorities, Municipalities, Electric supply, Telephone etc. and actions arising out of any act of commission or accident such as loss of life/lives of laborers, mistress and allied natures or things in or relating to the construction of the building/ Development of the property.
 - That the Developer shall be responsible to fulfill all the above mentioned obligations towards the land owners, failing which the land owners shall have every option to claim damages and/or cancel, rescind, the present agreement. That the Developer agrees to the following which the owners have also agreed.
 - k) At any rate the construction of the building will be completed and owners' allocation will be delivered within 24 months from the date of giving vacant possession of the said property.

- 1) That the Developer shall install separate electric meter in the names of the Owners and / or their nominee at the proposed building for the flats to be held by the Owners by the Supervisor of the Developer. The meter installation charges and security deposit if any for the same will be borne by the Land Owners.
- m) That the owners shall not be liable or responsible with regard to the nature of construction of the proposed building and for any financial transaction with the Third Parties.
- That the developer shall provide temporary suitable accommodation to the owners till the building is completed and the owners get possession of their allocated flats. The developer shall provide such accommodation at his cost and expenses and make arrangement for shifting the owners from their existing residence and back and bear all expenses for shifting. That if the developer fails to deliver the possession of the owners' allocation within the stipulated period of 24 months from the date of giving vacant possession of the said property subject to the unavoidable circumstances then the developer shall be liable to pay Rs.10,000/= per month to the owners till actual delivery of possession of the owners allocation.
- General power of Attorney to be made.

ARTICLE - III

RIGHTS AND PRIVILEGES OF THE DEVELOPER :

- That save and except those portion which shall be kept reserved for the Land Owners, the Developer shall be entitled to sell and/or transfer rest self-contained complete flats, i.e. 50% of the Sanctioned F.A.R. and 50% of the Car Parking Space at Ground Floor of the G+ III or partly G+IV storied building to be used for residential purpose together with common rights of the proportionate share of common areas of the said building to any intending buyer/ buyers in such a price and in such terms and conditions as determined by the Developer.
- b. That the Developer shall be entitled to receive the entire consideration money from such above mentioned intending buyers against issuing proper receipt thereof.

- c. That the Land owners shall have no right and/or liberty to interfere in those transactions made between the Developer and such intending buyer/buyers in any manner whatsoever and further the landowners shall not be entitled to claim the profit of the said Venture or part thereof simultaneously landowners shall have no liability also in those transaction.
- d. That the Developer Shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the Developer may think fit and proper.
- c. That the Developer shall be entitled to execute all or any sort of Agreement with any intending flats & car parking space or spaces buyer/buyers except the owners allocation, and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flats & car parking space or spaces of the building only relating to Developer's allocation after handing over the possession of the reserved portion to the Owners and further shall be entitled to be present before the Registration Office or Offices for the registration of all those Deeds and Documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land owners and for that purpose the land owners will execute a Registered Power of Attorney in favour of the Developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the undemarcated impartible proportionate share of the land under Schedule - "A" property in favour of the flat buyers and the land owners will ratify in favour of the flats & car parking space or spaces buyers and the land owners will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers and having payment or consideration of such or those being received by or paid to the developer.
- f. That during the period of construction of the proposed building the Developer shall be in absolute possession for promoting and developing the said property and the land owners shall not be entitled to disturb such possession of the developer in any manner whatsoever subject to the

condition that the developer shall construct the building as per sanctioned building plan and specification.

g. That if any error or omission is transpired in this joint development agreement in future, the Owners shall at the request of the Developer do and execute and caused to be done and executed any supplementary Deed or Deed of Rectification/ Declaration in favour of the Developer.

ARTICLE-IV

LAND OWNERS OBLIGATIONS AND PRIVILEGES:

- That the land owners do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property more fully described in the Schedule 'A' below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land is affected by any Scheme of the Government of West Bengal or of the Calcutta Improvement Trust or of Kolkata Metropolitan Development Authority or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and that the same is free from all encumbrances, the Leveloper herein has entered into this Agreement.
- That the land owners shall hand over the original deeds and documents regarding the title of the land deeds, other papers and documents against proper receipts from the Developer at the time of execution and registration of joint venture agreement whenever necessary for construction, and sell of Developers allocation.
- That the land owners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats of the building of developer allocation to the intending buyer, but shall have absolute right & authorities to inspect the Main structural part of the building as well as the construction of Owner's portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be removed by the Second Party/ Developer. That for

smooth functioning of the Development work and for the purpose of construction of the proposed building, the land owners will execute a Registered power of Attorney at the cost of the developer in favour of the Developer empowering administrator in office to do all acts and deeds, required for the construction of the proposed building and to sell, transfer any flats of the building to any intending buyers, only relating to developer's allocation and further to execute and register the Deed of Transfer in respect of the flats and car parking spaces along with proportionate share of land in favour of the flats & car parking space or spaces buyers.

- d) That in the event, if a co-operative society and/or Association be formed, the land-owners shall become the member of the said Association as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as service tax and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- The Landowners shall have the right to sell, transfer, flat/ flats in the said Reserved Portion more fully described in the Schedule "B" herein below to any Third Party at their own discretion.
- f) The owners have consulted their advocate and his suggestions to be included in Agreement and on the date of registration advocate will be present.
- g) That after registration of agreement sanction plan will be available.

ARTICLE-V

CANCELLATION AND ARBITRATION :

All communication in the form of letter, notice, correspondence from / to either of the parties will be made to the address written in the 1st and 2nd pages of this present and will be communicated by postal services or personal peon services and letter, notice served upon either of the parties by other after vacating the house at the changed house address.

- b. The court within District 24-Parganas (South) shall have the jurisdiction to entertain and try all actions, suit and proceedings arising out of this Agreement.
- c. Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time of 24 months from the date of sanction of the building plan. Owner should get a Xerox copy of sanction plan.

SCHEDULE - "A"

(Description of the entire land)

ALL THAT piece or parcel of Land measuring about 03 Cottahs 00 Chittack 00 Sq. Ft. be the same a little more or less together with Four storied building measuring 5154 Sq. Ft. Super built-up area having mosaic floor standing thereon, situates and lying in Mouza Naktala, within Police Station – Previously Jadavpur at present Netaji Nagar, J.L.No.32, in L.O.P No.299, comprising of C.S. Dag No.204(P),205(P), within the limits of the Kolkata Municipal Corporation, in Ward No.100, being the K.M.C. Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Naktala, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293 within P.S. formerly Jadavpur then patuli now Netajinagar. Sub Registry office Alipore, in the District of South 24 Parganas, Being butted and bounded by:-

ON THE NORTH: By H.S. Plot No.294 now 1/294 Naktala.

ON THE EAST: By H.S. Plot No.300 now 1/300 Naktala.

ON THE SOUTH : By 43 Feet Wide N.S.C Bose Road.

ON THE WEST: By H.S. Plot No.298 now 1/298 Naktala.

SCHEDULE - "B"

(Reserved Portion/Owners' Allocation)

Details of owners' allocation: after completion of the said Building in all respects, the Developer shall handover 50% of the Sanctioned F.A.R. i.e. 1) Flat No.A-1, 1st Floor, South-East Side, 2) Flat No.B-1, 1st Floor, South-West

Side, 3) Flat No.A-2, 2nd Floor, South-East Side, 4) Flat No.B-2, 2nd Floor, South-West Side, and 50% of the Car Parking Space and 4 shop rooms at Ground Floor south portion of the G+ III or partly G+IV storied building to the owners including undivided proportionate share of land of the proposed G+III or partly G+IV storied building including undivided proportionate share of land of the premises as described in the Schedule 'A' herein above written together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record at being K.M.C. Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293 within P.S. formerly Jadavpur then patuli now Netajinagar, Sub Registry office Alipore, in the District of South 24 Parganas, including all the common area as per schedule with right of easement and the undivided proportionate share in the land.

SCHEDULE - "C"

(Developer's Allocation)

Details of Developer's allocation: The Developer shall get 50% of the Sanctioned F.A.R. i.e. 1) Flat No.A-3, 3rd Floor, South-East Side, 2) Flat No.B-3, 3rd Floor, South-West Side, 3) Flat No.A-4, 4^{rh} Floor, South-East Side, and 50° of the Car Parking Space at Ground Floor of the G+III or partly G+IV storied building including undivided proportionate share of land of the premises as described in the Schedule 'A' herein above written together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record being K.M.C. Premises No.348/18 Netaji Subhas Chandra Bose Road and having its mailing address at 1/299, Netaji Subhas Chandra Bose Road, P.O.Naktala, Kolkata-700047 vide Assessee No.211000708293 within P.S. formerly Jadavpur then patuli now Netajinagar, Sub Registry office Alipore, in the District of South 24 Parganas, including all the common area as per

schedule with right of easement and the undivided proportionate share in the land.

SCHEDULE - "D"

(Specification of Construction and Amenities)

STRUCTURE	R C C Structure with beams, column and clabs
WALLS	R.C.C.Structure with beams, column and slabs. Internal of 3" thickness of No. 1 new bricks and walls should be netted. External Walls of 8" thickness of No. 1 new bricks with plaster of finish.
TREATMENT	Anti - Termite treatment to be provide at Foundation & Plinth level. Roof Treatment should be done before handover of the all Flats.
FLOORING WITH SKIRTING	Bed Rooms (2 Nos.), Hall / Drawing & Dinning and Veranda: Marble - Good quality (Big Slab). Kitchen: Marble. Kit floor with door sill, Washing place down from kit floor (Big Slab). Toilet & WC: Marble/Tiles (Big Slab). Staircase & Landing: Marble (Big Slab). Stainless steel-railing with wooden handrail.
DOORS	All Door frames will be made of Sal wood 4" X 2½". Inner surface of the frame should be painted. Entrance main door will be made of Teak Wood Panel type with Godrej Lock, Door Stopper, Sand Block & all fittings. Polish should be done. Collapsible gate should be fix in front of all main doors. Others Doors - Flush Doors ISI make hot press phenol bond flush door, 32 mm in thickness (Make: ISI) with Godrej lock, Door Stopper & all fittings. Toilet & W.C. Doors should be Flush Door with PVC Sheet.
DOOR FITTINGS	Steel type Chromium Plated Door Ring Tower holt
WINDOWS WITH M.S. GRILL	Aluminium sliding windows with M.S.Grill
ELECTRICALS CABLE / TELEPHONE	Concealed copper wiring will be done by fire proof wire with proper specifications (Make: Havels) and Switches of Tray / Anchor Main switches should

Adequate Lighting at Staircase, Parking space, Terrace and Boundary wall. Electrical arrangement to be provided in the Pump Room.

Maximum safety measures and checks will be provided. Materials used, including switches will conform to ISI standards.

Kitchen: Black Granite top Cooking platform over Black Stone with Stainless steel sink(20" x 16") having with Chromium-plated Bib Cock (1 no.). Below platform 2 tire shelves by Black Stone should be provide including Two gas cylinder space. One whole should be provided for Cooking Gas pipe line, (Bib Cock Make - Parryware)

Glazed / Ceramic tiles up to 6' 6" height from floor. (Tiles Make - Kazaria)

l no C.P. Bib Cock below sink provided for washing utensils. (Bib Cock Make - Parryware)

Total Kitchen Water Point : 2 Nos (Which is above mentioned)

Toilet: Glazed ceramic tiles up-to door height (6 feet) on wall. (Tiles Make - Kazaria)

Complete set Commode (Make - Parryware)

Wash Basin (White) with fittings of Parryware make 2nos with C.P. Pillar Cock (Make - Parryware). (Wash Basin may fix outside of the Toilet).

Total Toilet Water Point : Wash Basin -2, Tap-4, Mixture -1 for concealed bath line with C.P. Bib Cock (Which is above mentioned)

W.C.: Glazed ceramic tiles up-to door height (6 feet) on wall. (Tiles Make - Kazaria)

Complete set (with seat cover) of Commodes / Western style - 1no. (White) with 1no. C.P. Pillar Cock. (Make - Parryware).

Concealed shower lines with C.P. Bib Cock (Make -

Total W.C. Water Point : 2 Nos (Which is above mentioned)

Roof and Garage: Water Point: 2 nos each.

External plumbing line : Finolex / Supreme/ Oriplast make.

All sanitary ware and fittings will conform to ISI standards. Adequate care will be taken to deliver quality materials and workmanship.

Overhead 2 No of (2000 Litre*2) P.V.C. reservoir and Underground reservoir with KMC water line to be provided.

SANITARY AND CONCEALED PLUMBING

WATER SUPPLY

	Electric Pump and Motor with Starter to be installed by Developer at ground level within a suitable place for lifting water to overhead reservoir. (Pump Make - Hixson & Motor Make - Compton.
	External Finish: All external walls covered with 2/3 coats WEATHERCOAT of Good Brand / BERGER. Total Staircase area should be done with PoP. Garage area paint by WEATHERCOAT.
PAINTING	Weather proof paint and other decorative finish as per Architect Scheme.
	Din. Kitchen, Toilet & WC should be done by Plaster of Paris (P.O.P.).
STAIRCASE GATE	Developer shall provide a steel collapsible gate at the entrance of the staircase room at the ground floor level.
VERANDA	Half Covered Grill for both Verandas.
	Watchman room.
FACILITY	Letter Box for individuals. Concealed Cable TV and Telephone line and water treatment Plant.

ELECTRIC POINTS:

Bed Rooms each	5 Points
Bed Rooms each - 5 Amp	2 Points
Kitchen	4 Points
Kitchen - 5 Amp & 15 Amp	1 Point each
Toilets	3 Points each
Verandah	2 Points
Verandah – 5 Amp	1 Point
Drawing / Dining	5 Points
Drawing / Dining 5 Amp & 15 Amp	3 Points and 1 Point
Power Points(15 Amps.)	3 Points
A.C. Point(cach bed room)	1 Point

PAINTING

All Door front side Tick Polishes.

WATER SUPPLY:

Municipal Water supply from common

overhead Reservoir.

ELECTRIC SUPPLY: The security deposit with CESC and cost of obtaining Electric connections / installation will be on account of the Owners.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written:

SIGNED, SEALED AND DELIVERED By the owners at Kolkata in the presence of:-

1. Sk. Jahindin

3/0-Sk. Rufam Ali

Vill-Geripus

P.O. Kangarberia

P.S. Bishdupus.

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Avijet chowdlwny.

2. Sudire doody. wife of Avijit choody. 1/299 N.S.C Bore Road.

Junipin Chowdher

Naktala. Kolkelin- forohy

SIGNATURE OF THE OWNERS

SREE RAM CONSTRUCTION

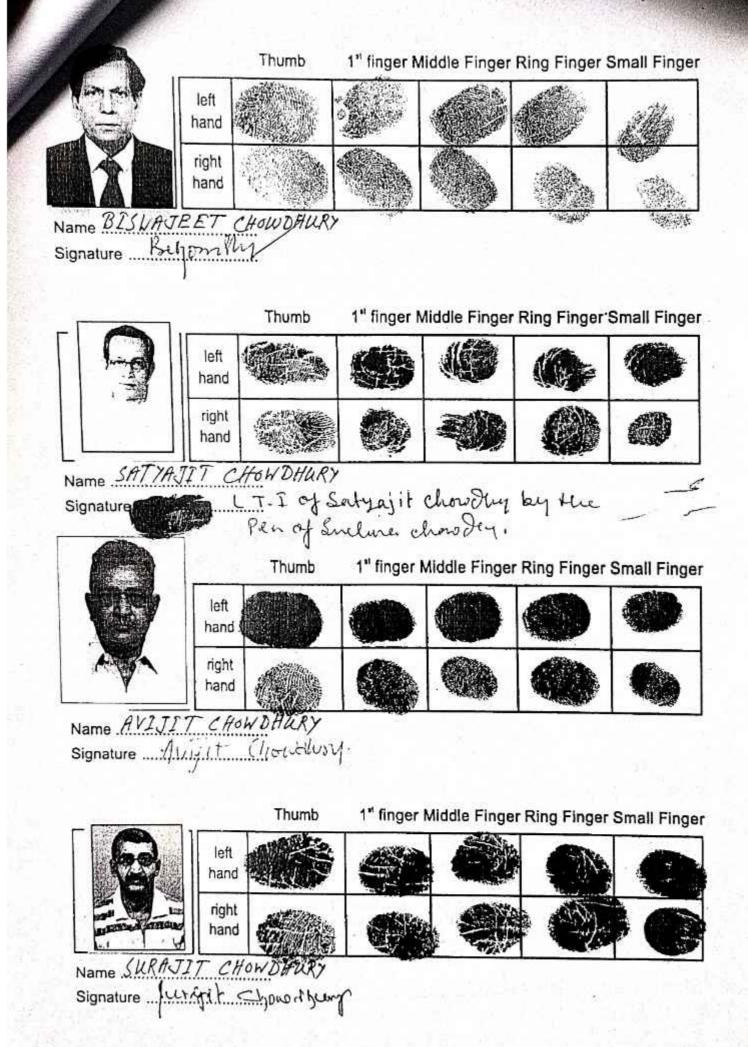
SIGNATURE OF THE DEVELOPER

Proprietor

Report Police Court

Kolkala - Food 27

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	left hand					
PHOTO	right hand					
lame ignature						
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Signature	left hand right hand	Thumb			r Ring Finger	



Major Information of the Deed

Deed No:	1-1603-02556/2022	Duty of Duty and Andrews
Query No / Year		Date of Registration 22/02/2022
1000 200043112212022		Office where deed is registered
Query Date	10/02/2022 2:07:04 AM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	RAJAT DAS ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24-Parganas, WEST No. : 9830013215, Status :Advocate
Transaction	是一种的一种,但是一种的一种,但是一种的一种的一种。	Additional Trans + curve
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than will ovable Property, Agreement [No of Agreement : 2]
Set Forth value	TO THE DESIGNATION OF THE STATE	This was a second of the secon
Rs. 2/-	The state of the s	Market Value
Stampduty Paid(SD)	WARRING TO A STANSFORM OF THE WARRANCE WAR	Rs. 96,01,634/-
	一样。一种人们,是连接的问题。是一种自己的情况	Registration Fee Paid
Rs. 10,021/- (Article:48(g))		Rs. 20,021/- (Article:E, E)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing the assement slip:(Urban

Land Details:

District: South 24-Parganas, P.S.- Patuli, Corporation: KOLNA MUNICIPAL CORPORATION, Road: N.S.C Bose Road, Road Zone: (Ward No. 100 -- Ward No. 100), Premises No: 348/18, Ward No. 100-700de: 700047

Sch No	Number	Khatian Number	Land Proposed	Use	Area of Land	SetForth	Market Value (In Rs.)	Other Dornis
L1	(RS :-)		Bastu		3 Katha	1/-	The second secon	Property is on Road
\Box	Grand	Total:			4.95Dec	1/-	67,50,002 /-	2025.1

Structure Details:

Sch	Structure	Area of	Setforth	-Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	5154 Sq Ft.	1/-	28,51,632/-	Structure Type: Structure

Gr. Floor, Area of floor : 1288.5 Sq Ft., Residential Use, Cemented Floor, Age o. 14 Years, Royal Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1288.5 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 34 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 1288.5 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 34 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 3, Area of floor : 1288.5 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 34 Years, Proof Type: Pucca, Extent of Completion: Complete

6- 6-	T-4-1	F4F1 6	4.1			
	Total:	5154 sq ft	1/-	28,51,632 /-		
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Developer Details:

Self, Date of Execution: 21/02/2022

Execution: 21/02/2022

SI No	TO A CONTROL OF THE PROPERTY O	150 E
1	SREERAM CONSTRUCTION 1/78, Naktala, P.O. Naktala, P.S.Jadavpur Now Netaji Nagar, Kolkata-700047, Now Corresponding To Naktala, City:- Not Specified, P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, 700047, PAN No.:: ADxxxxxx7F, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by Control of the Con	1/83 India PiN - y: (

, Admitted by: Self, Date of Admission: 21/02/2022 ,Place: Pvt. Residence, Executed by: Self, Date of

Admitted by: Self, Date of Admission: 21/02/2022 Place: Pvt. Residence

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Address, Photo, Finger print and Signature

Mr RAJIB DEY (Presentant)

Son of Mr. Subhas Chandra Dey 40, South Roynagar Pansdroni, City:- Not Specific P.O:- BANSDRONI P.S:-Bansdroni, District:-South 24-Parganas, West-Langal, India, PIN:- 7,0070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx7F, Aadigaardio: 22xxxxxxxx3553 Status: Representative, Representative of: SREERAM CONSTRUCTION (as PROPRIETOR)

Identifier Details:

Mrs Suchitra Chowudhury	Photo Finger Print	Signature
Wife of Mr Abhijit Chowdhury 1/299, N. S. C. Bose Road, City:-, P.O:- Naktalà, P.S:-Jadavpur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700047		
Identifier Of Mr BISWAJEET CHOWDI		

CHOWDHURY, Mr RAJIB DEY

SI.No	fer of property for L1 From	To. with area (Name-Area)	33.64
1	Mr BISWAJEET CHOWDHURY	SREERAM CONSTRUCTION-1.2375 Dec	- F (1)
2	Mr SATYAJIT CHOWDHURY	SREERAM CONSTRUCTION-1.2375 Dec	7.7
3	Mr AVIJIT CHOWDHURY	SREERAM CONSTRUCTION-1.2375 Dec	7
4	Mr SURAJIT CHOWDHURY	SREERAM CONSTRUCTION-1.2375 Dec	1412
Trans	fer of property for S1	Men Lauren	
SI.No		To. with area (Name-Area)	
1	Mr BISWAJEET CHOWDHURY	SREERAM CONSTRUCTION-1288.50000000 Sq Ft	
2	Mr SATYAJIT CHOWDHURY	SREERAM CONSTRUCTION-1288.50000000 Sq Ft	
3	Mr AVIJIT CHOWDHURY	SREERAM CONSTRUCTION-1288.50000000 Sq Ft	-170
4	Mr SURAJIT CHOWDHURY	SREERAM CONSTRUCTION-1288.500000000 Sq Ft	

No. water profession of an

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

ented for registration at 19:00 hrs on 21-02-2022, at the Private residence by Mr RAJIB DEY ,.

rtificate 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. 96,01,634/-

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

Execution is admitted on 21/02/2022 by 1. Mr BISWAJEET CHOWDHURY. Son of Late Amalendu Chowdhury, 1/299. N.S.C. Bose Road, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Professionals, 2. Mr SATYAJIT CHOWDHURY, Son of Late Amalendu Chowdhury, 1/299 N.S.C. Bose Road, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person, 3. Mr AVIJIT CHOWDHURY, Son of Late Amalendu Chowdhury, 1/299, N.S.C. Bose Road, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person, 4. Mr SURAJIT CHOWDHURY, Son of Late Amalendu Chowdhury, 1/299, N.S.C. Bose Road, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person

Indetified by Mrs Suchitra Chowudhury, , , Wife of Mr Abhijit Chowdhury, 1/299, N. S. C. Bose Road, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Others

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

Execution is admitted on 21-02-2022 by Mr RAJIB DEY, PROPRIETOR, SREERAM CONSTRUCTION (Sole Proprietoship), 1/78, Naktala, P.O. Naktala, P.S. Jadavpur Now Netaji Nagar, Kolkata-700047, Now Corresponding To, 1/83 Naktala, City:- Not Specified, P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, Incia, PIN: 700047

Indetified by Mrs Suchitra Chowudhury, , , Wife of Mr Abhijit Chowdhury, 1/299, N. S. C. Bose Poad, P.O. Naktalay Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, in Jan. PIN - 700047, by caree Hindu, by profession Others

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Debasish Dhar Carl
DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

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South 24-Parganas, West Bengal

On 22-02-2022

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

Admissible under rule 21 of West Bengal Registration Rule; 1302 duly stamped under schedule, 11, Article number: 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/02/2022 4:07PM with Govt. Ref. No: 192021220188447261 on 19-02-2022, Amount Rs: 20,021F, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BNTMEF5 on 19-02-2022, Head of Account 0030-03-104-001-36

Sec. 3

k. New Joseph ks 9,921/-

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n of Stamp

P. Type: Impressed, Serial no 674215, Amount: Rs.100/-, Date of Purchase: 11/01/2022, Vendor name: S.Das pription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of Wild Miline on 19/02/2022 4:07PM with Govt. Ref. No: 192021220188447261 on 19-02-2022, Amount Rs: 9,921/-,-Bank: State Bank of India (SBIN0000001), Ref. No. IK0BNTMEF5 on 19-02-2022, Head of Account 0030-02-103-003-02

Show in

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

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Registered in Book - I Volume number 1603-2022, Page from 157862 to 157904 being No 160302556 for the year 2022.



Shan

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Digitally signed by DEBASISH DHAR Date: 2022.03.25 11:55:57 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/03/25 11:55:57 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)