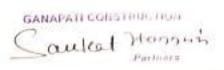
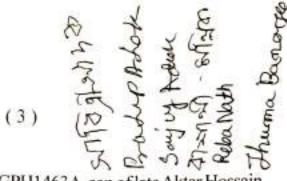


(1) SMT. SABITRI ADAK, PAN AXLPA 7000N, wife of Late Anil Kumar Adak @ Anil Adak, (2) SRI PRADIP ADAK, PAN AQWPA1887F, son of Late Anil Kumar Adak @ Anil Adak, (3) SRI SANJOY ADAK, PAN AGUPA7192D, son of Late Anil Kumar Adak @ Anil Adak, (4) SMT. RUPALI MALLICK @ RUPALI MALLIK, PAN FBWPM8299D, wife of Sri Gautam Mallick @ Rameswar Mallick, (5) SMT. REBA NATH, PAN BZUPN5930L, wife of Sri Hari Nath, (6) SMT. JHUMA BANERJEE, PAN EBMPB7449R, wife of Sri Malay Banerjee, SI. Nos. 4 to 6 are daughter of Late Anil Kumar Adak @ Anil Adak, all by faith-Hindu, by Nationality - Indian, by Occupation: SI.No.1, 4, 5& 6: Housewife, and 2 & 3: Business, all are residing at 38, Ferry Ghat Road, P.O.& P.S. - Barrackpore, District - District, Pin -700120, hereinafter jointly and/or collectively called and referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, representatives, administrators, and/or assigns etc) of the FIRST PART.

AND

GANAPATI CONSTRUCTION, PAN AAXFG1398J, a partnership firm having it's place of business at: 56/A, S. N. Banerjee Road, P.O. Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700120, being represented by it's partners namely 1.





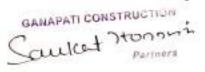
SAUKAT HOSSAIN, PAN ACGPH1463A, son of late Aktar Hossain, by faith - Muslim (Indian), by occupation: Business, residing at-64/65, Mariam Mohal, Sadar Bazar, P.O. & P.S. Barrackpore, Dist. 24 Parganas (N), Kolkata-700 120, 2. SRI MRINAL SUTRADHAR, PAN AVRPS3394M, son of Late Manick Sutradhar, by faith - Hindu (Indian), by occupation: Business, residing at-Ruiya, P.O. Patulia, P.S. Khardah, Dist. 24 Parganas (N), Pin - 700119, 3. SRI BISWANATH AGARWAL, PAN ADDPA3275F, son of Late Ram Gopal Agarwal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at - 32, Gola Mahal, Sadar Bazar, P.O. & P.S. Barrackpore, Dist. 24 Parganas (N), Kolkata-700120, hereinafter called and referred to as the *DEVELOPER* (which expression shall unless excluded by or repugnant to the context be deemed to include it's successors in office, executors, representatives, administrators, and/or assigns etc) of the SECOND PART.

WHEREAS Anil Kumar Adak, Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick, jointly being the First part got and acquired a plot of land measuring 13 (thirteen) Cottahs 11 (eleven) Chhittaks 43 (forty three) sft. identified as Lot - A lying and situated at: Mouza: Monirampore, J.L. No. 2, Touzi No. 2998 & 147, comprised and contained in R.S. Dag No. 159 & 159/1017

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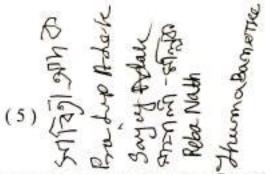
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under Khatian No. 346/2 and R.S. Dag No. 159/965 under R.S. Khatian No. 550/3, within the limits of North Barrackpore Municipality, P.S. Barrackpore, Dist - North 24 Parganas, by virtue of a registered Deed of Partition Being No. 4577, recorded in Book No. I, Volume No. 124, written in pages 125 to 142 and the same was registered at A.D.S.R.O. Barrackpore dated 20/05/2002 with their other co-sharers namely Kamal Kumar Adak, Sri Beni Shankar Adak, Smt. Binapani Dolui, Smt. Radha Rani Ghati, Smt. Sefali Santra, Smt. Dipali Malik, Smt. Aloka Roy and Sudhir Kumar Adak.

AND WHEREAS after acquiring the abovesaid property said Anil Kumar Adak, Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick became the joint owners and co-sharers of the abvoesaid property and thereafter the said Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick gifted and transferred their undivided share out of a total land measuring 6 (six) Cottahs 12 (twelve) Chhittaks 10 (ten) Sft. in Dag No. 159 [land area 5 (five) Cottah 13 (thirteen) Chhittaks 10 (ten) Sft. in Dag No. 159 aregistered Deed of Gift Being No. 2386, recorded in Book No. I, Volume No. 67, written in pages 295 to 304 and the same was registered at A.D.S.R.O. Barrackpore dated 16/03/2006.

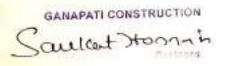
GANAPAILLUM SUTURES



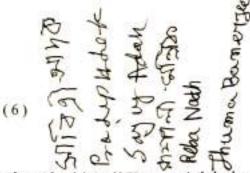
AND WHEREAS said Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick gifted and transferred their undivided share out of a total land measuring 6 (six) Cottahs 8 (eight) Chhittaks 14 (fourteen) Sft. in Dag No. 159 to Anil Kumar Adak by virtue of a registered Deed of Gift Being No. 2387, recorded in Book No. I, Volume No. 67, written in pages 305 to 314 and the same was registered at A.D.S.R.O. Barrackpore dated 16/03/2006.

AND WHEREAS by dint of abovesaid Deed of Partition and by virtue of abovesaid two Deed of Gifts said Anil Kumar Adak became the absolute owner of a total plot of land measuring 12 (twelve) Cottahs 5 (five) Chhittaks 14 (fourteen) Sft. in R.S.Dag No. 159 and land measuring 15 (fifteen) Chhittaks 10 (ten) sft. in R.S.Dag No. 159/965 thus total land measuring 13 (thirteen) Cottahs 4 (four) Chhittaks 24 (twenty four) sft. and he mutated his name in the records of North Barrackpore Municipality and while thus seized and possessed the same said Anil Kumar Adak died intesate on 13/02/2016 leaving behind him suriving the Land owner No. 1 herein as his wife and the land owner Nos. 2 & 3 as his sons and the land owner Nos. 4 to 6 as his daughters and as his only legal heirs and successors to inherit his abovesaid property.





REMARKS Agazort



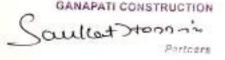
AND WHEREAS after demise of said Anil Kumar Adak the land owners herein became the joint owners and co-sharers of the abovesaid property and they recorded their names in the records of L.R. Settlement in L.R. Dag Nos. 159 and 159/965 by the under mentioned Khatian Nos.

Name of Rayat	L.R. Khatian No.
SMT. SABITRI ADAK	5082
SRI PRADIPADAK	5084
SRI SANJOY ADAK	5083
SMT. RUPALI MALLICK	5985
SMT. REBA NATH	5086
SMT. JHUMA BANERJEE	5087

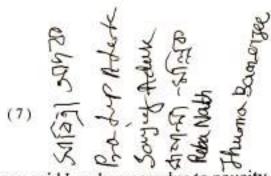
and at present in physical measurement the land owners have been seizing, possessing and enjoying a plot of land measuring 12 (twelve) Cottahs 14 (fourteen) Chhittaks with absolute right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS the land owners herein are desirous of developing over a plot of land measuring 10 (ten) Cottahs 2 (two) Chhittaks 2 (two) Sft. in R.S. & LR. Dag No. 159 by way of constructing a Multi storied building in accordance with the building plan to be sanctioned by the local North Barrackpore Municipality.

GAMAPATI CONSTRUCTION /



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AND WHEREAS the above said Land owners due to paucity
of funds and for their inexperience in construction work they invited
the Developer herein to raise a Multi storied building over the
above said plot of land and to exploit the same commercially by the
developer's own fund and source.

AND WHEREAS in consideration of the Land owners' appeal
the above said Developer agreed to construct a multistoried building
over the above said total land by the following terms and conditions.

- The Developer for starting the development of First Schedule property shall work by mutual discussion with the Land owners.
- a) The Developer will construct a multistoried building according to the sanction building Plan to be sanctioned by the Local North Barrackpore Municipality and they will take the earnest money or the full consideration amount from purchaser or purchasers for selling any Flat/Shop/Space of the Proposed Multistoried building from the allocated portions of the Developer.
- b) After the completion of the payment of the aforesaid Flat/Shop/ Space etc of the said Building by the intending buyers selected by the Developer, the Land owners or their constituted attorney will be

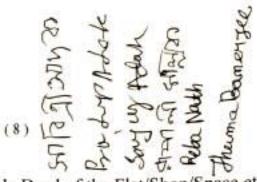
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liable to sign & register the Sale Deed of the Flat/Shop/Space etc alongwith undivided, impartiable and proportionate share of the above said building in favour of the person or persons nominated by the Developer excluding the land owner's allocated portion.

- c) Any intending purchaser or purchasers can purchase the said Flat/Shop/Space etc along with undivided, impartiable and proportionate share of the above said building only through the abovesaid Developer and they can engage with any Agreement for sale only with Developer for the same.
- d) The Developer will construct the proposed multistoried building by receiving the payments of the intending purchaser or purchasers and the Developer can not sell the Land owners' allocated portion and the land owners can not sell the Developer's allocated portion.
- 2.i) Owners: Shall mean (1) SMT. SABITRI ADAK, wife of Late Anil Kumar Adak @ Anil Adak, (2) SRI PRADIPADAK, son of Late Anil Kumar Adak @ Anil Adak, (3) SRI SANJOY ADAK, son of Late Anil Kumar Adak @ Anil Adak, (4) SMT. RUPALI MALLICK @ RUPALI MALLIK, wife of Sri Gautam Mallick @ Rameswar Mallick, (5) SMT. REBANATH, wife of Sri Hari Nath,

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(6) SMT. JHUMA BANERJEE, wife of Sri Malay Banerjee, SI.
Nos. 4 to 6 are daughter of Late Anil Kumar Adak @ Anil Adak and their legal heirs and successors.

firm having it's place of business at: 56/A, S. N. Banerjee Road, P.O. Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700120, being represented by it's partners namely 1. SAUKAT HOSSAIN, son of late Aktar Hossain, by faith - Muslim (Indian), by occupation: Business, residing at-64/65, Mariam Mohal, Sadar Bazar, P.O. & P.S. Barrackpore, Dist. 24 Parganas (N), Kolkata-700 120, 2. SRI MRINAL SUTRADHAR, son of Late Manick Sutradhar, by faith - Hindu (Indian), by occupation: Business, residing at-Ruiya, P.O. Patulia, P.S. Khardah, Dist. 24 Parganas (N), Pin - 700119, 3. SRI BISWANATH AGARWAL, son of Late Ram Gopal Agarwal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at - 32, Gola Mahal, Sadar Bazar, P.O. & P.S. Barrackpore, Dist. 24 Parganas (N), Kolkata-700120, and its successor-in-office executors, administrators.

property under the limits of North Barrackpore Municipality, under Ward No. 22, Holding No. 38, S. N. Banerjee Road, P.S. Barrackpore, Dist - North 24 Parganas.

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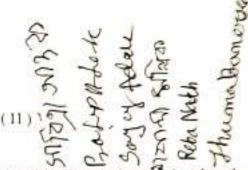
GANAPATI CONSTRUCTION

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- iv) Building: The proposed Multi storied Building which will be constructed over the under First schedule mentioned property according to the Sanctioned Building plan to be sanctioned by the North Barrackpore Municipality.
- v) Plan: The sanction plan of the proposed building will be sanctioned by the North Barrackpore Municipality.
- vi) Common Facilities/Space/Place along with common expenses: Shall mean the Passage, Pump room, Tubewell, Under Ground Reservoir, ultimate roof, Over Head Water Tank, Septic Tank etc. which will be constructed according to the sanction plan as mentioned in Fifth Schedule of this agreement and the expenses shall be borne by the unit owners i.e. Flat/Shop or Garages or by an association in which the unit owners shall be members.

The common Bathroom and toilet of the proposed multistoried building can be used by the Shop, Godown and Garage owners of the Ground floor of the said Multi storied building.

3. The Land Owner's Allocation shall mean: -shall mean the land owners will get 40% of the total constructed area according to building plan to be sanctioned by North Barrackpore Municipality and the said 40% area shall be allotted from Ground floor to top floor as per front portion to rear portion basis. GANAPATI CONSTRUCTION



That apart from the abovesaid allocated area the developer has already paid a sum of Rs. 19,33,000 (Rupees Nineteen Lakh Thirty Three Thousand) only to the land owners herein.

The owner's allocation has been described in the Second Schedule.

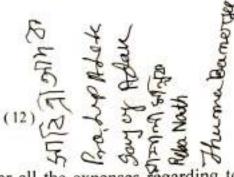
<u>Developer Allocation</u>: save and except the owner's allocation as morefully stated above, the developer will be entitled to the rest portions of the said proposed multi storied building as mentioned in Third Schedule of this Agreement.

Architect: The person or the Company duly appointed by the Developer who will sketch the plan of the proposed multistoried building.

This agreement shall be deemed to have been commenced on and with effect from the date of execution of this present.

- 4. The Land owner's will be liable to sign, execute and register the portion of Developer's allocation of the Proposed Multi storied building in favour of the nominated person or persons selected by the Developer.
- 5.(a) If any defect in Title during construction is detected the Land owner will take the responsibility for solving the same and also should be liable to bear the necessary expenses for the same.





The Developer will bear all the expenses regarding to the proposed construction work and sanctioned plan to be sanctioned by North Barrackpore Municipality. The Land owners will only responsible to sign in the necessary papers as and when required by the Developer.

The Developer will also responsible for any disputes, delay or any damage regarding to the construction work and the Land owners have no liabilities for the same.

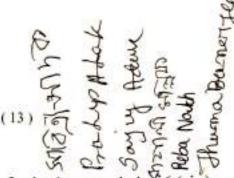
The developer shall bear all expenses and take all responsibilities regarding the development and completion of the proposed multistoried building.

The the developer at it's own cost and liabilities will demolish the old structure of the under mentioned First Scheduled property and shall take away the debris.

The developer shall liable to maintain good quality for construction work of the proposed multistoried building.

The developer shall complete the building in all respects within 30 months from the date of obtaining the sanctioned building





plan and the said period may be furtherly extended to 6 (six) months if obstructed by supervening impossibilities viz act of god, war, riot, flood and any other natural calamities, all unforeseen causes.

The Developer can take loans from any persons, Banks or any financial organization or can enter into partnership with any third party for construction of the First Schedule Property by the power of this Agreement. But the Land owner will not be responsible to refund the loan amount taken by the Developer or the Developer will not mortgage any property or part of the property belonging to the land owner share.

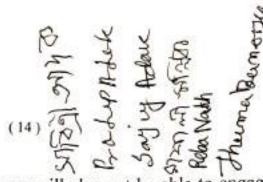
The Developer will construct the proposed Multi storied building according to the sanction building plan.

The Developer will be liable for the accidents during the construction work.

The Developer will make premises in habitable condition within 1 (One) month after the completion of the construction work of the said building.

The Land owners will not be able to engage with another agreement to the Third party in respect of the First Schedule mentioned GANAPATI CONSTRUCTION
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schedule property.



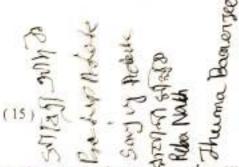
property or the The Land owners will also not be able to engage with an agreement for selling the Flat/Space/Shop except the Land owners' allocation of the Proposed multistoried building or can not take any amount for the same.

developer's allocated portion. The Developer will be liable for the maintenance of the Flat/ Shop/Space/Unit of the said proposed multistoried building till the Association will be formed by the Developer in the said proposed

multistoried building to be constructed by the developer in the First

The Developer will accommodate the electric connection in the proposed multistoried building. But the Land owner will have to pay proportionate charges or fees for bringing electric meter and the Land owners shall also bear the proportionate share of Municipal Taxes from the date of taking possession of the Second schedule property and the Land owners shall not pay any charges for bringing transformer, if it is required for the said Multistoried building.

SANAPATI CONSTRUCTION



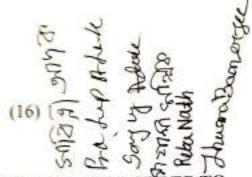
The Land owners can not obstruct in the construction work during the work in progress but shall always be Co-operative with the developer in the said construction work.

That the land owners shall have the responsibility to mutate their names in the records of North Barrackpore Municipality and the relevant taxes and rents should be paid by them in respect of the First Schedule mentioned property to the competent authority and the tax and rents receipt should be handover to the developer herein.

The Land owners will execute a registered Development Power of Attorney in favour of the developer by which the developer can process the construction work peacefully and exploit the proposed multistoried building commercially, so that the developer may able to sell out the developer's allocated portion except the land owners' allocated area.

If any dispute arises regarding this agreement then both of the parties will solve the problem mutually or by verbal discussion or the parties will also have got the alternative to obtain specific relief or reliefs from appropriate forum.





THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE TOTAL PROPERTY)

ON THE NORTH :- Others property thereafter Fery Ghat
Road.

ON THE SOUTH :- Suvsasak's House, Das's House,

Kamal Asak's House and owners
land.

ON THE EAST :- Tirthankar Chatterjee's House and 40'-0" wide S.N. Banerjee Road.

ON THE WEST :- 6'-0" wide land of the owners and common passage thereafter DBM

Brickfield and Suvsasak's House.

LAND OWNER'S ALLOCATION

shall mean the land owners will get 40% of the total constructed area according to building plan to be sanctioned by North Barrackpore Municipality and the said 40% area shall be allotted from the Ground floor to top floor as per front portion to rear portion basis.

That apart from the abovesaid allocated area the developer has already paid a sum of Rs. 19,33,000 (Rupees Nineteen Lakh Thirty Three Thousand) only to the land owners herein.

THE THIRD SCHEDULE ABOVE REFERRED TO

DEVELOPER'S ALLOCATION

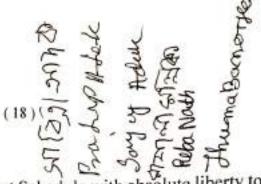
The Developer's allocation shall mean ALL THAT constructed area of the proposed Multi storied building containing self-contained residential flats, commercial shops, office spaces and other spaces having undivided undemarcated impartible proportionate share or interest in the land underneath the said residential flats, commercial shops, office spaces and other spaces attached thereto and available with the building and /or common facilities of the Multi storied building situated and standing on the

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land more fully stated in the First Schedule with absolute liberty to deal with and/or dispose and /or transfer of the said allocation/ area/ portion according to the Developer's sole discretion for all times to come thereafter, save and except the Land owners' allocation as mentioned in the Second Schedule above.

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS OF OWNER'S ALLOCATION

- FOUNDATION: R.C.C. Column foundation based.
- SUPER STRUCTURE: R.C.C. framed structure with R.C.C. columns, beams and slabs with R.C.C. Column foundation with framed structure.
- WALLS: 8" thick wall on external face and 5" & 3" thick partition wall with cement mortar.
- 4. FINISHES: Sand cement plaster on both sides of walls and internal walls and ceilling will be finished with plaster of Paris and paint. External walls will be provided with Colour/colours.
- FLOORS : Tiles floor.

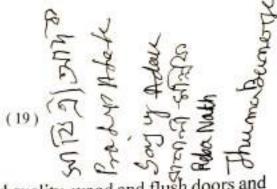
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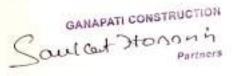
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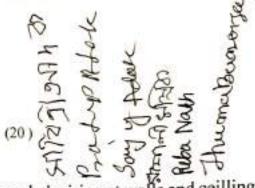


- 6. DOORS: Frames of good quality wood and flush doors and with proper fitting for inside room and main door shall be wooden door with magic Hole and collapsible gate will be provided in the main Door.
- WINDOWS : Steel Windows.
- 8. KITCHEN: One black stone slab on cooking platform, one sink with bib cock, 2'-0" glazed tiles on wall over cooking platform as per our specification of tiles will be provided.
- 9. TOILETS: Tiles flooring with 6" dado and total 5'-6" wall tiles on all sides, 2 taps, 1 shower, 1 European type W.C. with low polythene cistern will be provided (1 European/1 Indian) type shall be provided.
- 10. PLUMBING: All external works are soil waste water pipes and rain water pipes is of P.V.C. pipes. All internal and external water lines will be P.V.C pipe and internal pipe will be concealed.
- WATER SUPPLY: 24 hours water supply from overhead reservoir by Deep tube-well with the help of Submersible pump.

MANAPATI CONSTRUCTION

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12. ELECTRIFICATION: Concealed wiring at walls and ceilling up to switch board having 20 Nos. of points for fan, light, power sockets etc.

MAIN DOOR

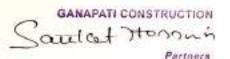
Calling Bell.

Any extra work, addition or alteration in the flat other than our standard specification shall be done subject to the approval of the supervising Engineer. The requisite extra cost shall be borne by the unit owners and such cost shall be deposited to the Developer before the execution of work.

W.B.S.E.D.C.L/CESC power supply will be provided upto meter board but security money and meter cost to be borne by the unit owners and land owners. For setting up the transformer for such work if required by the requisition of W.B.S.E.D.C.L/CESC. cost and expenses will be borne by all the flat owners except the land owners.

FIFTH SCHEDULE COMMONAREAS AND FACILITIES

ALL THAT common sewerage, main Gate, water Tanks, pumps, Electric meter for stair case and yard lighting including pump, Electric main lines, payment/Drive ways, common two wheeler Garage and all vacant space, Lift, of Emake rougete.



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IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective signatures and seals the day, month and year first above written.

Signed and Delivered by the Land owners and the Developer at Barrackpore,

in the presence of:

- 1. Sumit Mondal

STIPE (EBITY Barroachpone ProdupAdek
85. Titaganh Sanjuf Adauc
2. Presente Biswas Amon Andres
Reba Nach

Thuma Baneyel

Signature of the Land owners

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Signature of the Developer

MEMO

Received Rs. 19,33,000 (Rupees Nineteen Lakh Thirty

Three Thousand) only from the developer herein in presence of the

following witnesses by the following manner:

Date	Cash/Cheque	Bank	Amount
08/11/18	Cheque -165903	AXIS Bank Ltd.	2,00,000/-
08/11/18	Cheque -893330	S.B.I. Bkp Rly Stn Br.	2,00,000/-
08/11/18	Cheque -158657	S.B.I. Bkp Rly Stn Br.	50,000/-
08/11/18	Cheque -158656	S.B.I. Bkp Rly Stn Br.	50,000/-
08/11/18	Cash		1,00,000/-
05/09/20	Cheque -000069	Bank of Baroda	1,60,000/-
08/09/20	Cheque -893362	S.B.I. Bkp Rly Stn Br.	1,60,000/-
08/09/20	Cheque -417227	S.B.I.	80,000/-
31/07/21	Cash		1,00,000/-
16/11/21	Cheque -000003	Bandhan Bank	8,01,000/-
15/12/21	Cheque -000005	Bandhan Bank	32,000/-

Total Rs. 19,33,000/-

(Rupees Nineteen Lakh Thirty Three Thousand) only

Witnesses:

1. Sumit Mondal

Sumit Mondal Soviet Adali 3127 21 - Story of Adali 3127 21 - Story of Reba North Thuma Berneryee

2. Premonte Biswas

Signature of the Land owners

Drafted by

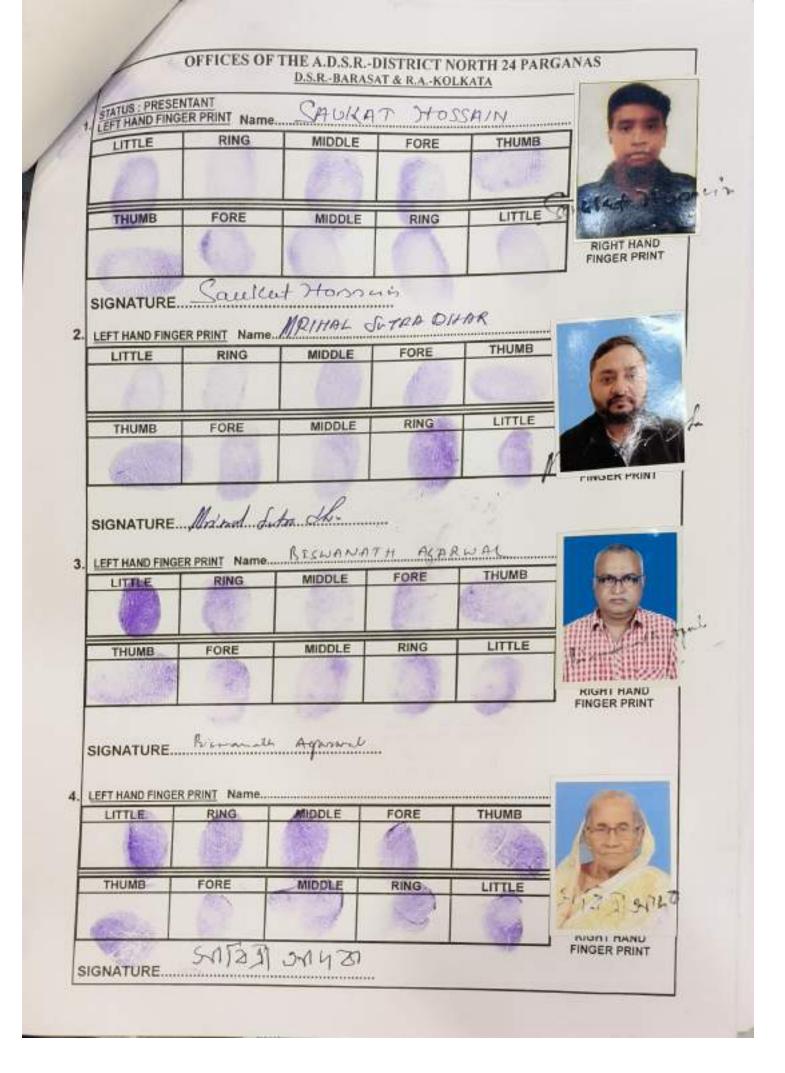
Barrackpore Court Enrollment No. F-857/97

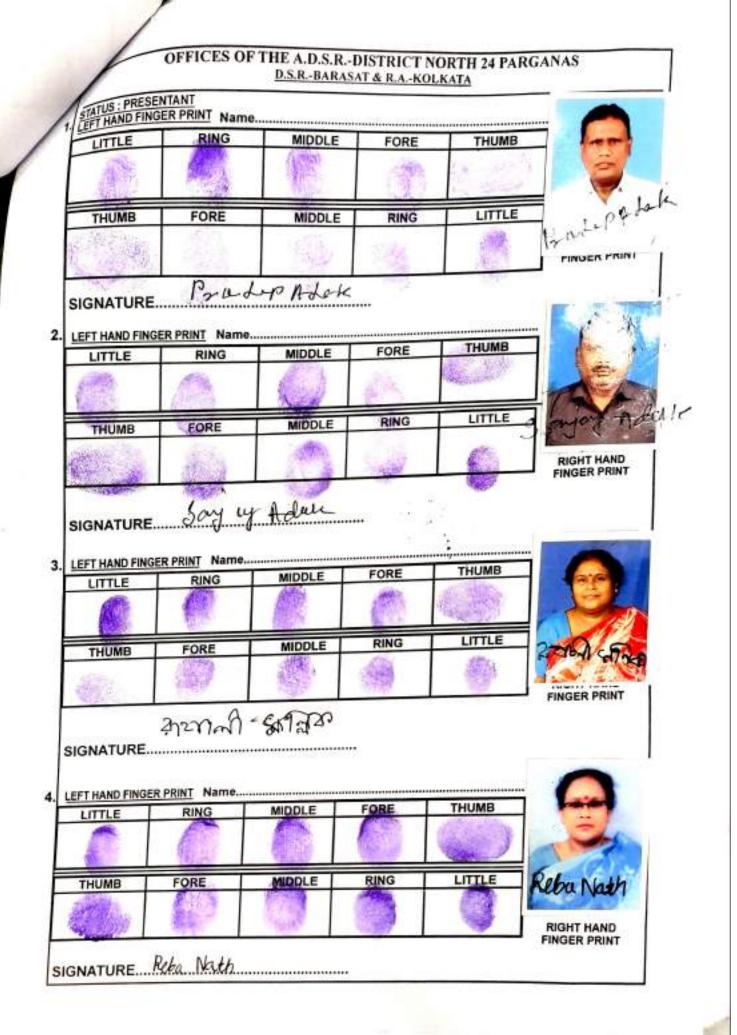
COMPUTER TYPED BY

SANTANU GUPTA

BARRACKPORE

DIST - NORTH 24 PARGANAS





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Volume number 1505-2023, Page from 3675 to 3713 being No 150500073 for the year 2023.



Digitally signed by SUMIT KUMAR

Date: 2023.01.10 13:56:28 +05:30

Reason: Digital Signing of Deed.

(Sumit Kumar Sinha) 2023/01/10 01:56:28 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARRACKPORE West Bengal.

(This document is digitally signed.)