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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AA 166067

1903-2-114 2249 / 2020

*Basab Datta Chatterjee*  
*Sajib Sult*

*[Signature]*  
Additional Magistrate  
of Panchajanya-Kolita

*[Circular Stamp]*

21 SEP 2020

**THIS DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made on this 21st day September

Two Thousand Twenty (2020) BETWEEN

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**BASABDATTA COOMAR (PAN ACLPC8641C, AADHAR NO. 3625 1271 8665, MOBILE No. 8777679101)** widow of Late Prodip Coomar, by faith - Hindu, by occupation - House wife, Nationality - Indian, resident of 4A, Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Post Office - Park Street, Police Station - Shakespeare Sarani, Kolkata - 700017 hereinafter called and referred to as the **OWNER/FIRST PARTY** (which term or expression shall unless excluded or repugnant to the context be deemed to mean and include her legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART**

**AND**

**MESSERS BALAJI ENTERPRISE**, a proprietorship firm represented by its proprietor SANJIB DUTTA (PAN- AFWPD7985E, AADHAR NO.- 2415 6294 3205, MOBILE - 9831001000) son of Late Kedarnath Dutta, by faith - Hindu, by occupation - Business, Nationality - Indian, residing at 19, Chunapukur Lane, Post Office - Bowbazar, Police Station - Muchipara, Kolkata-700012, having its place of business at 19, Chunapukur Lane, Post Office - Bowbazar, Police Station - Muchipara, Kolkata-700012 hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

**WHEREAS** on 6<sup>th</sup> day of February 1940, one **SMT MONMOHINI COOMAR** purchased all the piece and parcel of land comprising an area, of 1 (one) Bigha 4(four) Cottahas and 8(eight) Chittaks little more or less situated and lying at

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and being Municipal 4A, Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Kolkata - 700017, P.S - Shakespeare Sarani from Arathoon Machertoon Arathoon which was registered at the office of the Registrar of Assurances, Calcutta, in Book No. 1, Volume No. 45, at pages 12 - 17, Being No. 386, of 1940.

**AND WHEREAS** the said **SMT MONMOHINI COOMAR** with her own money, but her instance, the name of herself and her husband as benamdar, the said **BENOY PADA COOMAR** was inserted in the said Conveyance as Purchaser ;

**AND WHEREAS BENOY PADA COOMAR**, the husband of said **SMT MONMOHINI COOMAR**, executed and registered a Deed of Release in favour of his wife **SMT. MONMOHINI COOMAR** on 25<sup>th</sup> day of September, 1957, and by virtue of the Deed of Release **SMT. MONMOHINI COOMAR** became the absolute owner of 4A, Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Kolkata - 700017, P.S. Shakespeare Sarani, comprising an area of 1 (One) Bigha. 4 (four) Cottahas and 8 (eight) Chittaks little more or less.

**AND WHEREAS**, on 9<sup>th</sup> day of June, 1966, **SMT. MONMOHINI COOMAR** made a Declaration of Trust which was duly registered with the Registrar of Assurances, Kolkata, by Book No 1, Vol. No 58, Pages 161 - 169, Being No. 2967, in favor of her minor son, Sri Prodip Coomar, and appointed herself as a settler and Trustee of the said **PRODIP COOMAR TRUST** wherein, inter alia all that portion of 4A, Rowdon Street (renamed as Loudon Street now rename

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as 4A, Sarojini Naidu Sarani), Calcutta - 17 consisting of an old residential house and servant's quarters with moveable bounded by:

- ON THE NORTH** - A.M Arathoon  
**ON THE EAST** - Rowdon Street  
**ON THE SOUTH** - Short Street  
**ON THE WEST** - Portion of 4A Rowdon Street

Totally measuring twelve and half cottahs comprising mostly of garden and one storied structure of 1,000 square feet and this the original premises 4A Rowdon Street 1 (one) Bigha 4 (four) Cottahs and, 8 (eight) Chittaks little more or less was separated into two Municipal holding Municipal and two separate premises No. 4A Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Kolkata 700017, P.S - Shakespeare Sarani, comprising an area of 12 Cottahs, consisting of an old residential house and servant quarters and 7B Short Street, Kolkata - 700017, P.S. Shakespeare Sarani, comprising an area of 12 and a half Cottahs, comprising mostly of garden and one storied structure of 1,000 square feet.

**THUS** Prodip Coomar Trust represented by its Trustee Smt. Monmohini Coomar became the owner of ALL THAT piece and parcel of land admeasuring 12 cottah together with a single storied building standing thereupon being a portion of 4, Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Calcutta- 700017 renumbered as 4A, Rowdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani). **AND**

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**WHEREAS** during the lifetime of the said Smt. Monmohini Coomar the only beneficiary of the trust became married with Basabdatta Coomar. The said Smt. Monmohini Coomar died on 10<sup>th</sup> February 1984 and as such the said Prodip Coomar became the sole owner of premises no. 4A Rowdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani) comprising of ALL THAT piece and parcel of land admeasuring 12 cottah together with a single storied building standing thereupon. The purpose of Trust comes to an end as and when the said Prodip Coomar became self sufficient to maintain himself and the said Prodip Coomar became absolute owner of **ALL THAT** piece and parcel of land admeasuring 12 Cottahs together with a single storied building standing thereupon being premises no. 4A, Rowdon Street. **AND WHEREAS** the said Prodip Coomar died intestate leaving behind his wife Basabdatta Coomar as his only heirs and successors and **THUS** Basabdatta Coomar becomes the absolute owner of ALL THAT piece and parcel of land admeasuring 12 Cottahs together with a single storied building standing thereupon being premises no. 4A, Rowdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani).

**AND WHEREAS** all that land measuring more or less 12 Cottahs approximately being KMC premises No. 4 A Rowdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Kolkata 700017, P.S. - Shakespeare Sarani solely owned by Basabdatta Coomar, within the limits of Kolkata Municipal Corporation Ward No. 63.

*Basabdatta Coomar*

*S. Shukla*

**AND WHEREAS** the above named Owners / First Party hereto have decided to construct and / or erect building / buildings upon portion of the said premises mainly the area of the servant quarters admeasuring 1 cottah 8 chittakcs (approx), through a Developer who will take all steps and cares to construct and complete such building or buildings upon the said premises at the said Developer's own costs and expenses and also at it's own risks and responsibilities, and by virtue of a development agreement the aforesaid property was registered before the Additional Registrar/Kolkata - III, vide Deed no. 8689, executed on 31<sup>st</sup> May, 2013, and the same was registered on 18<sup>th</sup> June. 2013.

**AND WHEREAS** the above named owner / First Part further decided to construct another multi-storied building on the remaining 10 (ten) Cottahs 8 (eight) Chittaks of land (17.325 decimal) situated at KMC premises No. 4 A Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Kolkata 700017, P.S. - Shakespeare Sarani, for the sake of brevity, and more particularly mentioned in the First Schedule hereinafter within the limits of Kolkata Municipal Corporation - 63 (hereinafter called and referred as **SAID PROPERTY**).

**AND WHEREAS** the above named Developer / Second Party herein upon representation of the Owners herein have decided to enter into a Joint Venture Agreement for development of the said property / premises with the owners herein for construction and / or erection and / or completion of the

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residential building or buildings at its own costs and expenses after getting the sanctioned plan from the appropriate authority like Kolkata Municipal Corporation in the name of the above named owner herein .

**AND WHEREAS** the Owner / First Party of the First Part hereto and the Developer hereto is entering this Joint Venture Agreement for development of the said premises with terms and conditions as mentioned hereunder.

**NOW THIS JOINT VENTURE, DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER AND THE DEVELOPER HEREIN AS FOLLOWS:**

That in this agreement unless otherwise agreed upon the following expressions will have the following meaning.

- 1.1 OWNER : Shall mean the above named owner which includes his heirs, executors, administrators, representatives and assigns;
- 1.2 DEVELOPER : Shall mean the above named Second Party and its successor, successors-in-interest, and assigns.
- 1.3 PROPERTY : Shall mean the above mentioned landed property **SAID PREMISES** measuring about 11 Cottahs 8 Chittaks, be the same a little more or

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less, at and being portion of premises No. 4A Rawdon Street (renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani), Kolkata - 700017, P.S -Shakespeare Sarani, which has been mentioned and written in the First Schedule hereunder written;

- 1.4 BUILDING(S) : Shall mean the building / buildings to be constructed at the aforesaid premises or the land after amalgamating with 713, Short Street in accordance with the sanctioned plan.
- 1.5 CO-OWNERS : According to the context shall mean all the persons who purchase or agree to purchase or own Units / car parking spaces in the said building.
- 1.6 COMMON FACILITIES & AMENITIES : Shall include corridors, ways, passages, stairs, staircases, stair landings, common lavatories, water pump and motor, underground reservoir, overhead tank, water courses, lifts, lift rooms, security room, pump house, drive-ways,

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Generator, transformer, Fire Fighting systems and other facilities which may be actually agreed upon by and between the parties and required to be establishment location, enjoyment, maintenance and / or management of the said building(s).

1.7 SALEABLE SPACE

: Shall mean the space in the said building available for independent occupation also making due provisions for common facilities and amenities and the space required.

1.8 COMMON EXPENSES

: Shall mean and include all expenses for the maintenance management and upkeep of the premises and in particular the common areas installations and facilities and facilities of common services in common with the Co-Owner.

1.9 COMMON PURPOSES

: shall mean and include the purposes of managing maintaining and up-keeping the building(s) to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common

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*S. Subba*

expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.

1.10 PROPORTIONIA  
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: according to Use context shall mean the proportion in which the super built-up area of the Units in the building. PROVIDED THAT where it refers to the share of any rates and / or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis such rates and / or taxes being respectively levied (i.e. in case the basis of any levy be area rental income of user of the respective units by the Co- Owner respectively.

1.11 ADVOCATE

: Shall mean Mr. Uday Sankar Chattopadhyay or such other Advocate or advocates as the Developer may appoint.

*Basabhatta Coomra*

*Sruthi*



1.12 TRANSFER : shall mean and include transfer by possession or by any other means for effectuating the transfer of space or space or other units lawfully in accordance with the terms and conditions of this Agreement and implementation of this project even though such transfer may not amount to transfer within the meaning of the Transfer of Property Act.

1.13 ARCHITECT : Shall mean the person or persons who may be appointed by the, above named Developer in consultation with the Owners for design and planning of the said building.

1.14 BUILDING PLAN : Shall mean the plan to be made and duly sanctioned from concerned authority with such alteration or modifications as may be made by the Developer, afterwards with the approval of the Owners from time to time and such plan will be sanctioned in the name of the owner herein.

1.15 TRANSFEREE : Shall mean the person or persons, firm, association, company, limited

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4 company or any person to whom any space would be transferred.

1.16 OWNERSHIP ALLOCATION

(with Rs 1 Lacs non-refundable)  
 Shall mean 50% of the New Building to be constructed on the said Property Together With proportionate share and/or interest in the open Spaces And together with undivided proportionate share and/or interest in the Land.

1.17 DEVELOPER'S ALLOCATION

✓  
 Shall mean 50% of the New Building to be constructed on the said Property Together With proportionate share and/or interest in the open spaces And Together With an undivided proportionate share and/or interest in the Land.

1.18 CONSTRUCTION/COMPLETION TIME

Shall mean the time for construction and / or completion of the said building and obtaining completion certificate from KMC within 30 months from the date of obtaining plan sanction or receiving peaceful vacant possession of the said promises from the Owners Loom, whichever is later with a grace period of 6 months, if needed.

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1.19 ASSOCIATION : Shall mean the Association or Holding Organization of the Unit Holders of the said Buildings to be constructed on the SAID PROPERTY. The said Association shall formed by the Developer upon sale and transfer of the Developer's allocation. It is mandatory for the owners to join the association and be a member of it. The said Association, upon formation, shall take over lire maintenance, management and administration and repairs of common portions of tire said Buildings/total Buildings and shall remain in control management, maintenance, administration thereof.

1.20 UNITS : Shall mean the flats and / or constructed space or spaces built and constructed or intended to he built and constructed by the Developer at the said property and / or constructed area capable of being exclusively Laid or occupied by a person and / or persons at the said premises.

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- 1.21 PARKING SPACE : Shall mean lire covered spaces meant for parking within the area of the building and also at the ground level in the open and abutting lire said building.
- 1.22 MASCULINE : Gender shall include the feminine and neuter genders and FEMININE gender shall include the masculine and neuter genders and vice-versa and anomic gender shall include the masculine and feminine genders.
- 1.23 SINGULAR : Number shall include the plural number and vice-versa.

**ARTICLE-II**

**TITLE INDEMNITY AND DECLARATION**

Prior to entering into agreement, the Owners do hereby assure, represent and confirm as follows:

- 2.1.1 That they are the lawful Owners and are absolutely seized and possessed of or otherwise well and sufficiently entitled to the **SAID PROPERTY** as an absolute and indefeasible estate hi fee simple or mi estate equivalent thereto free from encumbrances.

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- 2.12 That hat they undertake to pay all rates taxes all other impositions and/or outgoings payable in respect of the SAID PROPERTY upto the date of landing over possession.
- 2.13 That no certificate proceedings and/or notice of attachment has been levied and/or served under the Income Tax Act, 1961.
- 2.14 That no notice has been served on the OWNER for the acquisition of the said Land under any Law or Acts and/or Rides made or framed hereunder and the Owner have no knowledge of issuance of any such notice or notices under any Acts and/or Rules for the time being in force affecting the **SAID PROPERTY** or any part thereof.
- 2.15 That no suit and/or proceeding is pending in any Court of Law affecting the SAID PROPERTY or any part thereof nor has the same been lying attached under any writ of attachment of any Court.
- 2.16 That the Owner have not entered into any agreement for sale/development in respect of the SAID PROPERTY or any part or portion thereof.

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2.1.7 That the Owner has not created any encumbrances in the **SAID PROPERTY.**

2.1.8 That the Owner also further covenant with the Developer to keep saved, harmless, indemnified the Developer from or against all loss, claim, encumbrances charges and equities which may come due to false declaration made by the Owner.

2.2 The owner will sign, execute all documents required for applying and obtaining all necessary permissions and certificate as may be required for development of the said Property and also to allow the Developer's allocation.

2.3 If for any reason whatsoever the Owner fail to make out marketable title of the said premises and the said premises is not found free from all encumbrances, charges liens, lis pendens and subject matter of any acquisition / requisition attachment proceedings and / or any scheme of road alignment, in such event, at the option of the Developer this Agreement shall stand cancelled, and in that event all advance/Security deposit paid and all expenses incurred pertaining to the project, by the Developer, will be refunded by the owners to the developer, with appropriate damages to be evaluated by a Chartered Engineer appointed by the Developer.

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*S. Shukla*



**ARTICLE-II****DEVELOPERS RIGHT**

- 3.1 The Owner hereby grant exclusive right to build and complete the construction of building in accordance with the Plan to lie sanctioned by the concerned authority and obtain completion certificate from the KMC.
- 3.2 By virtue of the rights hereby granted the Developer is irrevocably authorized to build upon and exploit commercially the said Land by (1) constructing the New Buildings/Complex, (2) dealing with the spaces in the New building together with transfer of the undivided proportionate and impartible share in the Said Land comprised in the Developer's allocation in favour of the intending purchasers.
- 3.3 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
- (a) enter upon and use the said premises for the purposes of development of the said premises by constructing building there at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate ;

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- (b) Appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
- (c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
- (d) Carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

3.4 The Developer shall at its cost from time to time submit building plan or plans to the concerned authority, appropriate Government or other authorities under the Urban Land (Ceiling and Regulations) Act, 1976 and any other authority of Government in the names of the Owners for sanction, permission, clearance or approval of the plans as shall or may be required for the construction of the building on the said premises. The Developer shall cause all such changes to be made in the building plans as shall be required by the Government or Authority as aforesaid and comply with any sanction permission clearance or approval as aforesaid.

3.5 The Developer shall from time to time submit all further plans

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and / or applications and other documents and papers and do all further acts, deeds, matters and things as may be required to obtain clearance of the building plan for construction of the building from the appropriate Government or any other authorities or otherwise relevant for the purpose and / or otherwise to obtain all such clearance sanctions permissions and / or authorities as may or shall be necessary for the construction of the building on the said premises.

3.6 All applications plans and other papers and documents shall be submitted by the Developer in the names of the Owner and the Developer shall pay all costs and fees required to be paid or deposited for sanction of the plan for the building PROVIDED.

3.7 The Owner shall render to the Developer all necessary assistance to apply for and / or obtain all sanctions permissions clearance approvals and / or authorities envisaged in clause. 3.2, 3.3 & 3.4 hereinabove and shall be entitled to all its discretion to submit application papers and do other acts, deeds, matters and things envisaged in the said clause or any of them as attorney for and on behalf of and in the name of the Owner and to directly collect and receive back

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from the concerned authorities or bodies any refunds or other payment or deposits made by the Developer for which purpose the Owner shall grant to the Developer or its nominee or nominees a power of Attorney to sign make file, amend, prosecute, withdraw and / or follow up the same and / or to do all acts, deeds, matters and things necessary to obtain the requisite sanctions permissions clearance approvals and / or authorities envisaged above.

- 3.8 The Owner shall not be liable for any Municipal Tax of the Land from the date of signing of the Agreement till the date of receiving possession of Owners' allocation in the new building(s) from the Developer in complete form. The Owner will be liable for all the *taxes* of the Owner's allocation from the date of receiving possession of his/their allocated areas in the new building.

**ARTICLE-IV**  
**BUILDING**

- 4.1 The Developer shall at its own costs and without creating any financial or other liability on the Owner construct building / buildings on the said premises according to the agreement as per approved and sanctioned plan and specifications with first, class

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materials fixtures and fittings and recommended by the Architects at its own risk.

- 4.2 The Developer shall also provide in the building facilities in terms of the sanctioned building plan or under any subsequent sanction or approval relating to the construction of the building(s) on the said premises.
- 4.3 The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for to obtain quotas entitlement and other allocation of or for the cement, steel, bricks and other building materials for the construction of the building and to similarly apply for and obtain temporary and/or permanent connection of water, electricity, power and / or gas to the building / buildings and other in out and facilities required for the construction or enjoyment of the building / buildings for which purpose the owners shall execute in favour of the Developer any and all such Powers of Attorney and other authorities for a period as shall be required by the Developer and shall sign all such application and other documents as shall be required for the purpose or otherwise for and in connection with the construction of the said buildings. All such authorities or

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Power of Attorneys however will cease to operate immediately after completion of development.

**ARTICLE - V**

- 5.1 The Owner shall be entitled to sell, transfer, let out or enter into any contract in respect of the Owner's allocation. Similarly the Developer, will also be entitled to sell, transfer, let out or enter into any agreement in respect of the said Developer's allocation without creating any financial obligation upon the owner and tire Developer shall hereby indemnify and keep Owner indemnified from and against all claims, losses, damages, consequences, costs, charges and expenses which the Owner may suffer or incur for any act of the Developer in respect of the construction to be made by the Developer on the said property or the Developer's allocation. No further consent or authority shall be required from the Owner to enable the Developer' to enter into any agreement for sale or transfer and / or letting out and / or to deal with the said Developer's allocation and the Owner hereby consent to the same. Similarly, no further consent or authority shall be required from the Developer to enable the Owner to enter into any contract for sale or transfer and / or letting out and / or deal with the said Owner's allocation and the Developer hereby consents to tire same. The fixtures and fittings to be provided in the flats comprised in tire Owner's allocation will be in accordance with the specifications set out in the Schedule hereafter. The Developer is entitled to execute

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Deed of Conveyance of the Developer's allocation only after delivering the Owners' allocation to the Owner in completely finished form. The Owner will also sign/execute all the Agreements for Sales (registered or unregistered) of units from the Developer's allocation, if requested to do so by the Developer without taking any charges for doing so.

**ARTICLE -VI**  
**PAYMENTS AND POSSESSION**

- 7.1 All costs, charges and expenses for construction and/or development of the said building /buildings shall be paid borne and discharged by the developer.
- 7.2 In consideration of the owner having agreed to allow the developer to develop the said premises, the owner shall not be liable to make any payment on account of the owner's allocation to the developer.

**ARTICLE -VII**  
**OWNERS' ALLOCATION**

- 8.1 Simultaneously with the signing of this Agreement, the Owner will grant to the Developer registered power of attorney/i.e., authorising the Developer to do all acts, deeds and things as may be necessary in pursuance hereof including for construction of the New building and/or portion thereof and also receiving all money in respect of the Developer's allocation and further that the Owner shall from time to time grant such further powers or authorities to the Developer as may

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be necessary from time to time;

- 8.2 The Owner shall not enter into any agreement, arrangement and/or execute and/or register any document and paper for sale, transfer, convey, lease out let out or any other way alienate and/or encumber the Developer's allocation and in this regard it is clarified that the Developer shall have full right and absolute power to sell, transfer and/or dispose of the Developers area in such manner to such persons and on such terms and conditions as the Developer may think deem fit arid proper and also shall be solely entitled to receive all money and other consideration therefrom without any consent and/or permission from the Owner and the same shall be treated as reimbursement of all costs, charges and expenses that has been and/or may be incurred by the Developer for obtaining sanctioned plan and construction and completion for the Owners area in the Mew Building and the proportionate common parts relating and/or remuneration of the Developer;

- 8.3 The Owner shall execute, register all necessary agreement, indentures and or any other document as may tie required by the Developer fur the purposes of selling transferring, leasing out and/or any other ay disposing of and/or encumbering and/or alienating the Developer's Area without asking for any additional consideration and/or remuneration for the same;

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- 8.3.1 The Owner shall deliver vacant peaceful and khas possession of the Premises in its entirety to the Developer simultaneously upon execution of this Presence;
- 8.3.2 The symbolic possession of the Premises in its entirety shall be given by the Owner to the Developer with the execution hereto;
- 8.3.3. The Owner has made out a marketable title in respect of the Premises;
- 8.3.4 The Owner shall give such other consent, sign such papers, documents, deeds and undertaking and render such co-operation, as be required by the Developer for the construction and completion of the New Building;
- 8.3.5 After signing of this Agreement, all Kolkata Municipal rates, maintenance charges, charges for utilities and other outgoings shall be paid by the Owners and other Co-Owners of the New building in proportion to their respective area;
- 8.3.6 If so required by tire Developer, the Owner a shall join arid/or cause such persons as may be necessary to join as confirming parties in any document, conveyance and/or any other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the Developer Area and similarly, the Developer shall join in respect of the Owners Area;

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8.3.7 The Owner hereby undertake not to create any charge or mortgage and/or any other encumbrances and/or enter into and agreement and/or arrangement in respect of the Developers Area without obtaining prior written permission from the Developer and such restriction will also be applicable in case of Owner's areas;

*Basabhatta Chandra*

8.3.8 The Owners along with the other Co-Owners and/or their nominees shall reimburse the Developer proportionately the total amount of deposits for the common meter and also individual electric meter us may be required to obtain electricity from C.E.S.C Limited.

8.3.9 That the Owner shall allow tire Developer to promote develop and construct the building upon the said Premises and to divide the same into several flats, shops and car parking space as per sanctioned plan of K.M.C and thereafter to sale those flats, car parking space or shops to the different buyers on Ownership basis except the fiats allotted to the Owners and the Owners shall simultaneously convey the proportionate share in land wherein the said building with the said flat would be constructed for the respective buyer of flats of garage or car parking space and shops . The cost and expenses for such conveyance shall not be borne by the Owner;

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#### **ARTICLE -IX**

#### **DEVELOPER'S OBLIGATIONS**

9.1 The Developer shall put the Owners in undisputed possession of the

**ARTICLE -X****COMMON FACILITIES**

10. As soon as the building is completed and certified by the concerned authority' and Architect to be fit for occupation, the Developer shall give notice in writing to the Owners requesting the Owner to take possession of the Owner's allocation in die building and on and from the date of service of such notice and at ail times thereafter the owner shall be exclusively responsible for payment of all property taxes, rates, duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation.
- 10.2 The Developer shall attend and repair any defect of construction that may arise within a period of 1 year from the date of possession of Owner's allocation.

**ARTICLE -XI****MISCELLANEOUS**

- 11.1 The Owner has entered into this Agreement purely on principal to principal basis and nothing herein contained shall be construed or deemed to be a partnership or joint venture- between them and the Developer.
- 11.2(a) The Owner / Developer as the case may be shall not be considered to

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be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.

- (b) Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and any other act or omission beyond the control of the party affected thereof.

11.3 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require an authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relative to which no specific provisions have been made herein, the Owners hereby authorize the Developer without creating any financial obligation upon the Owners to do all such acts, deeds, matters and things and undertake, forthwith upon being required by the Developer for the purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the purposes.

11.4 The Developer will provide electricity connection for the entirety of the

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*S. Suba*



new Building including the area but all cost, charges and expenses for obtaining the supply of electricity including security deposit to be made with C.E.S.C in respect of the of the same shall be borne and paid by the Owners proportionately.

- 11.5 It shall be the responsibility of the Developer to demolish the existing structures if any at the Premises and clear the site for the purpose of construction at its own costs and expenses and the debris from such demolition and all realizations there from shall belong to the Developer exclusively keeping the Owners saved harmless and indemnified therefore;
- 11.6 The Developer shall be entitled to create any charge of mortgage and/or any other encumbrances and/or enter into any agreement and/or arrangement in respect of the Developers Area and the Developer shall be entitled to take construction of any other loan for the purpose of completion of the project and the Developer shall also be entitled to get the Project finance and/or approved by H.D.F.C Home Trust S.B.I Home Finance or any other financial and other instructions for the purpose of enabling prospective nominees of the Developer to avail of using loans from such institutions and the Owners shall hereby undertake to co-operate in this regard with Developers in all possible manner without however incurring and/or accepting and financial liability in this regard keeping the Owners

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indemnified therefore;

- 11.7 Any notice required to be given by the Developer / Owner shall without prejudice to any other mode of service available be deemed to have been served on the Owner / Developer if it is delivered by hand or sent by prepaid registered post.
- 11.8 Nothing in these presents shall be construed as a demise or assignment or conveyance in Law of the Owners' portion of the said premises or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive licence to the Developer to commercially exploit, the same as per mutually agreed plan or construction in respect thereof.
- 11.9 The Owners however, shall transfer the Developer's allocation in the said premises to the Developer or its nominee or nominees or its transferee or transferees in respect of the Developer's allocation. ✓

**ARTICLE -XII**  
**DEFAULTS**

- 12.1 The following shall be the events of default: -
- a) If the owner fails to comply with any of the obligation contained herein.
  - b) If the Developer fails to make the deposits as aforesaid even after service of 15 (Fifteen) days notice.

*V. Venkatesh Kumar*

*S. Subh*

c) If the Developer fails to construct, erect and complete the Complex within the time and in the manner contained herein.

d) If the Developer fails to comply with any of their obligations contained herein.

12.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

12.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

12.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.

12.4.1 In the event, the Developer is unable to rectify the breach or the default in spite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement;

12.4.2 If the defaulting party shall be the Developer, the Owners shall be entitled to refer the same to the Court of Law, to compel the Developer to comply with its obligations and shall be entitled to

Babalatta Chatterjee

S. Subb



claim costs/ and damages from the Developer for such default.

- 12.5 If the agreement is terminated by reason of any default of the Owner, the owner shall be liable to and the Developer shall be entitled to refund of the entire deposit together with interest thereon at the rate of 15% per annum and the *Gw net a* shall be further liable to pay and/or reimburse the Developer all costs, charges and expenses and/or investments made by the Developer in the said project within sixty days from the date of termination.

**ARTICLE -XIII**  
**DEFAULTS**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

**ARTICLE -XIV**  
**Amendment/modification**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

**ARTICLE -XV**  
**JURISDICTION**

Courts at Kolkata alone shall have jurisdiction to try and entertain all actions suits, proceedings arising out of this Agreement and all costs, charges and expenses in respect thereof.

V. Desai & Co. Chartered Accountants

S. Shukla

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

*S. Suba*

**All that** Land measuring more or less 10 Cottahs 8 Chittaks (17.325 decimals) approx. with a structure of 1,000 square feet, of being the portion of premises no. 4A, Rowdon Street (*renamed as Loudon Street now rename as 4A, Sarojini Naidu Sarani*), Kolkata 700017, Post Office : Park Street, Police Station : Shakespeare Sarani, under Kolkata Municipal Corporation Ward No. 63, butted and bounded by:

ON THE NORTH : 3, Rowdon Street  
 ON THE SOUTH : 7B, Short Street  
 ON THE EAST : 4A, Rowdon Street  
 ON THE WEST : Portion of 7B Short Street

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(OWNERS ALLOCATION )**

Shall mean 50% of the *New* Building to be constructed on the said Property Together With proportionate share and/or interest in the open spaces And Together With an undivided proportionate share and/or interest in the Land.

**THE THIRD SCHEDULE ABOVE REFERRED TO:****(DEVELOPER'S ALLOCATION)**

Shall mean 50% of the new Building to be constructed on the said Property Together With proportionate share and/or interest in the open

*Basabatta Coomra**S. Suba*

spaces And 'together With an undivided proportionate share and/or interest: in the Land.

### SPECIFICATION OF THE CONSTRUCTION

The Quality of the Structures as well as the specification, guidelines regarding strength of the building etc. of concerned authority shall be; followed by the Developer.

#### Living /Dining/Lobby/Passage

Floor	:	Marble/ vitrified tiles
Walls and ceiling	:	Plaster of paris (Ready to paint)

#### Bed rooms

Floor	:	Marble/ vitrified tiles
Walls and ceiling	:	Plaster of paris (Ready to paint)

#### Kitchen

Walls	:	Vitrified joint free tiles upto 2'-0" on counter walls and wash areas. Balance plaster of paris (ready to paint)
Floor	:	Anti skid vitrified tiles
Counter	:	Black granite counter
Fittings and fixtures	:	Stainless steel sink with Jaguar /Kohler/Roca fitting

*Baselata Comar*

*S. Shukla*



Ceiling	:	Plaster of paris (Ready to paint)
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### **Bath rooms**

Walls and floor	:	Walls joint free vitrified tiles, floor anti skid ceramic tiles
Sanitary ware/ CP fittings	:	Parryware /Hindware or equivalent brands sanitary ware and Jaguar /Kohler/Roca fitting

### **DOORS AND WINDOWS:**

Entrance Door	:	Wooden paneled door with sal frame
Internal doors	:	Flush doors with sal frame
Windows	:	Powder coated aluminium windows
Balcony	:	Glass sliding door

### **Electrical**

**Modular switches (HAVELS/ANCHOR or equivalent make) and copper wiring**

Power Backup	:	For common areas and elevator
Apartment type	:	Power back up at extra cost
A/C outputs	:	For all bed rooms and living rooms. Concealed AC pipe lines will be

*Prasanna Kumar*

*S. Sub*

		provided;
Intercom systems	:	Between apartment to apartments to all service areas

**SECURITY SYSTEMS:**

CC Camera surveillance

**LOBBY**

Entrance lobby	:	Exquisitely designed at ground floor
Other floors	:	Combination of one or more of Indian Marble /Granite /Vitrified tiles, stone cladding /Acrylic emulsion /wall covering

**ROOF**

Flooring	:	Roof to be finished with roof tiles and standard waterproofing
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*Basakdatta Concor*

*S. Subba*

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.

**SIGNED, SEALED & DELIVERED** at Kolkata

in the presence of

**WITNESSES:**

1. Subhayu Das, Advocate  
S/o Subhendu Das,  
S. D Chatterjee Road,  
Baruipura, KOL - 700144
- 2.

Basabdatta Coomra  
Signature of the Owner

BALAJI ENTERPRISES  
Sujit Chatterjee  
Proprietor  
Signature of the Developer

Drafted and processed by:

Uday Sankar Chatterjee,  
Advocate, High Court,  
Calcutta.  
WB 1712 / 2002.



**SPECIMEN FORM FOR TEN FINGERPRINTS**

Signature of the executants/ presentants



Name: BASALATTA C. COZMA  
 Sig: Basalatta Cozma

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Name: .....  
 Sig: Saibullo

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name: .....  
 Sig: .....

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name: .....  
 Sig: .....

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name: .....  
 Sig: .....

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-202021-008744151-1

Payment Mode Online Payment

GRN Date: 18/09/2020 14:19:04

Bank : State Bank of India

BRN : CKN8641213

BRN Date: 18/09/2020 14:20:04

DEPOSITOR'S DETAILS

Id No. : 2001142249/3/2020

[Query No./Query Year]

Name : BALAJI ENTERPRISE

Contact No. :

Mobile No. : +91 9831001000

E-mail :

Address : 19 CHUNAPUKUR LANE MUCHIPARA 700012

Applicant Name : Mr Subhayu Das

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl No	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	2001142249/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	74970
2	2001142249/3/2020	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words : Rupees Seventy Four Thousand Nine Hundred Ninety One only

Total

74991



### Major Information of the Deed

Deed No :	I-1903-03752/2020	Date of Registration	21/09/2020
Query No / Year	1903-2001142249/2020	Office where deed is registered	
Query Date	17/09/2020 9:23:27 PM	1903-2001142249/2020	
Applicant Name, Address & Other Details	Subhayu Das S.D.Chatterjee Road Baruipur,Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 7604005560, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 6,00,000/-	Rs. 11,47,51,960/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 1,018/- (Article:E, E, B, M(b))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Loudon Street, Road Zone : (On Road – On Road) , , Premises No: 4A , Ward No: 063 Pin Code : 700017




Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (in Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	10 Katha 8 Chatak	5,00,000/-	11,40,01,960/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>				<b>17.325Dec</b>	<b>5,00,000 /-</b>	<b>1140,01,960 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1,00,000/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1000 sq ft</b>	<b>1,00,000 /-</b>	<b>7,50,000 /-</b>	





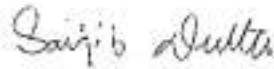
## Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr BASABDATTA COOMAR</b> Wife of Late PRODIP COOMAR Executed by: Self, Date of Execution: 21/09/2020 , Admitted by: Self, Date of Admission: 21/09/2020 ,Place : Office	 <small>21/09/2020</small>	 <small>LTI 21/09/2020</small>	 <small>21/09/2020</small>
4A , RAWDON STREET, 4A, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACxxxxxx1C, Aadhaar No: 36xxxxxxxx8665, Status :Individual, Executed by: Self, Date of Execution: 21/09/2020 , Admitted by: Self, Date of Admission: 21/09/2020 ,Place : Office				

## Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>MESSERS BALAJI ENTERPRISE</b> 19,Chunapukur Lane, P.O:- Bowbazar, P.S:- Muchipara, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700012 , Consular, Aadhaar No: 24xxxxxxxx3205, Status :Organization, Executed by: Representative			

## Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr SANJIB DUTTA (Presentant)</b> Son of Late Kedarnath Dutta Date of Execution - 21/09/2020, , Admitted by: Self, Date of Admission: 21/09/2020, Place of Admission of Execution: Office	 <small>Sep 21 2020 2:22PM</small>	 <small>LTI 21/09/2020</small>	 <small>21/09/2020</small>
19,CHUNAPUKUR LANE, P.O:- Muchipara, P.S:- Muchipara, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700012, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx5E, Aadhaar No: 24xxxxxxxx3205 Status : Representative, Representative of : MESSERS BALAJI ENTERPRISE (as proprietor)				

## Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Subhayu Das</b> Son of Mr Subhendu Das S.Ø.CHITTERJEE ROAD, P.O:- Baruipur, P.S:- Baruipur, Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 700144			
	21/09/2020	21/09/2020	21/09/2020

Identifier Of Mr BASABDATTA COOMAR, Mr SANJIB DUTTA

## Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BASABDATTA COOMAR	MESSERS BALAJI ENTERPRISE-17.325 Dec

## Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr BASABDATTA COOMAR	MESSERS BALAJI ENTERPRISE-1000.00000000 Sq Ft



On 21-09-2020

**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 14:14 hrs on 21-09-2020, at the Office of the A.R.A. - III KOLKATA by Mr SANJIB DUTTA ..

**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 11,47,51,960/-

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

Execution is admitted on 21/09/2020 by Mr BASABDATTA COOMAR, Wife of Late PRODIP COOMAR, 4A , RAWDON STREET, 4A, P.O: Park Street, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession House wife

Identified by Mr Subhayu Das, , Son of Mr Subhendu Das, S.D.CHTTERJEE ROAD, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-09-2020 by Mr SANJIB DUTTA, proprietor, MESSERS BALAJI ENTERPRISE (Sole Proprietorship), 19,Chunapukur Lane, P.O:- Bowbazar, P.S:- Muchipara, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700012

Identified by Mr Subhayu Das, , Son of Mr Subhendu Das, S.D.CHTTERJEE ROAD, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,018/- ( B = Rs 1,000/- ,E = Rs 14/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 997/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/09/2020 2:20PM with Govt. Ref. No: 192020210087441511 on 18-09-2020, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKN8641213 on 18-09-2020, Head of Account 0030-03-104-001-16

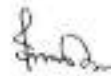
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 74,970/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 12155, Amount: Rs.50/-, Date of Purchase: 10/09/2020, Vendor name: Abhijit Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/09/2020 2:20PM with Govt. Ref. No: 192020210087441511 on 18-09-2020, Amount Rs: 74,970/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKN8641213 on 18-09-2020, Head of Account 0030-02-103-003-02



Probir Kumar Golder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2020, Page from 178956 to 179007

being No 190303752 for the year 2020.



Digitally signed by PROBIR KUMAR  
GOLDER  
Date: 2020.09.26 13:26:32 +05:30  
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2020/09/26 01:26:32 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)