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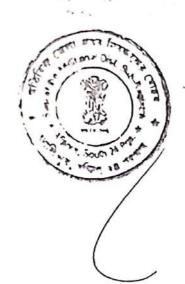
THIS AGREEMENT made this the 5th day of Appul
Two Thousand Nineteen BETWEEN (1). SMT. BANDANA BHADRA having
PAN AOVPB2838N, wife of Late Tapan Kumar Kumar Bhadra, by Nationality
Indian, by faith Hindu, by occupation House Wife, (2). SRI KAUSHIK
BHADRA having PAN BJEPB3573K, son of Late Tapan Kumar Bhadra, by
Nationality Indian, by faith Hindu, by occupation Business, both are residing
at 58/51A, Prince Anwar Shah Road, Post Office – Lake Garden, Police
Station - Lake, Kolkata-700 045, hereinafter jointly referred to as the
"OWNERS"/ "FIRST PARTY" (which expression shall mean and include
unless otherwise excluded by or repugnant to the context their heirs,
executors, administrators, legal representatives, successors and assigns) of
the ONE PART;

# 5073

No......Rs-100/- Date...... Advocate Alipur Judge's Court Allput Collectorate, 24 Pgs. (S) Kolkata - 27

SUBHANKAR DAS

Alipur Police Courty, Kol-27



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son of orde Monohar Chatterjee
Advocate, Alipere Judges Colurt,
18, Judges Court Road, P.O. Alipore
18, Judges Court Road, P.O. Alipore

PARAMOUNT CONSTRUCTION, a registered Partnership Firm, having its registered office at 39A, Lake Gardens, Police Station Lake, Kolkata 700 045, represented by its Partners 1. SRI PRASENJIT PAKHIRA (PAN AFTPP5914N), son of Sri Gopal Chandra Pakhira, by faith Hindu, by occupation Business, residing at 39A, Lake Gardens, Police Station Lake, Kolkata 700 045; 2.SRI SANKAR MALAKAR (PAN AKGPM9211P), son of Late Sri Ratish Chandra Malakar, by faith Hindu, by occupation Business, residing at 3/40 Netaji Nagar, Police Station Nataji Nagar, Kolkata 700 040, hereinafter referred to as the "DEVELOPER"/"SECOND PARTY" (which term or expression shall unless excluded otherwise by or repugnant to the context or subject be deemed to mean and include their heirs, executors, legal representatives, administrators and successors in office and assigns) of the OTHER PART:

#### WHEREAS:

(A). Owners/First Party are the joint and absolute owners in respect of ALL THAT piece and parcel of messuage, tenement, hereditament and land admeasuring 1 (One) Kattah 8 (Eight) Chattaks 2 ½ (Two and Half) Sq.feet be the same a little more or less, comprised in Mouza Kaklia, Pargana Panchannagram, J.L.No.40, Touzi No.151, Dag No. 869 under Khatian No.30 and 34 with structures thereon, lying situated at being Premises No.58, thereafter 58/51, at present 58/51A, Prince Anwar Shah Road, Police Station – Lake, Kolkata 700 045 within the limits of ward No.93, Borough X of the Kolkata Municipal Corporation more fully and specifically described in the SCHEDULE hereunder written OR HOWSOEVER otherwise the said property be called known numbered described and distinguished by way of purchase as detailed in Annexure I.

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(B) Tapan Kumar Bhadra, since deceased, the predeceasor in latest above present Owners/First Party had entered into a registered agreement for development of the aforesaid property with the Developer/Second Party by virtue of a registered deed of agreement for development dated 26th July, 2016 duly executed and registered in the office of Additional District Sub-Registrar at Alipore in Book No. 1, Volume No. 16-5-2016, Page from 137030 to 137057, Being No. 160505023 for the Year 2016.

(C) Tapan Kumar Bhadra died intestate on 17th March, 2019 leaving behind him surviving his wife Smt. Bandana Bhadra and only son Sri Kaushik Bhadra who jointly inherited the aforesaid property particularly described in the Schedule hereunder written, hereinafter referred to as the Said Property, as joint owners in exclusive possession thereof.

(D). Smt. Bandana Bhadra and her only son Sri Kaushik Bhadra, the First Party herein have agreed to entrust upon the Developer/Second Party herein, the work of development of the said property and the Developer has also accepted the offer of the Owner and has agreed to develop the said property by constructing building at the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and on the basis of mutually agreed and settled terms and conditions contained in the said agreement dated 26th July, 2016 as follows:

NOW THIS AGREEMENT WITNESSETH as follows:
ARTICLE | DEFINITIONS:

Unless be contrary or repugnant to the subject or context the following words and expressions shall have the meaning assigned to those as hereinafter mentioned.

1.1 Owners/First Party shall mean and include (1). SMT. BANDANA BHADRA having PAN AOVPB2838N,wife of Late Tapan Kumar Kumar Bhadra, by Nationality Indian, by faith Hindu, by occupation House Wife, (2). SRI KAUSHIK BHADRA having PAN BJEPB3573K, son of Late Tapan Kumar Bhadra, by Nationality Indian, by faith Hindu, by occupation Business, both are residing at 58/51A, Prince Anwar Shah Road, Post Office – Lake Garden,

Police Station - Lake, Kolkata-700 045, and shall also mean and include their heirs, executors, administrators, legal representatives, successors and assignees.

- Developer shall mean and include PARAMOUNT CONSTRUCTION, a registered Partnership Firm, having its registered office at 39A, Lake Gardens, Police Station Lake, Kolkata 700 045, represented by its Partners 1. SRI PRASENJIT PAKHIRA (PAN AFTPP5914N), son of Sri Gopal Chandra Pakhira, by faith Hindu, by occupation Business, residing at 39A, Lake Gardens, Police Station Lake, Kolkata 700 045; 2. SRI SANKAR MALAKAR (PAN AKGPM9211P), son of Late Sri Ratish Chandra Malakar, by faith Hindu, by occupation Business, residing at 3/40 Netaji Nagar, Police Station Nataji Nagar, Kolkata 700 040, and shall mean and include their heirs, executors, legal representatives, administrators and successors in office and assigns.
- 1.3 PREMISES shall mean and include ALL THAT piece and parcel of messuage, tenement, hereditament and land admeasuring 1 (One) Kattah 8 (Eight) Chattaks 2 ½ (Two and Hall) Sq.feet be the same a little more or less, comprised in Mouza Kaklia, Pargana Panchannagram, J.L.No.40, Touzi No.151, Dag No. 869 under Khatian No.30 and 34 with structures thereon, lying situated at being Premises No.58, thereafter 58/51, at present 58/51A, Prince Anwar Shah Road, Police Station Lake, Kölkata 700 045 within the limits of ward No.93, Borough X of the Kolkata Municipal Corporation, as described in the First Schedule hereunder written and herein referred to as the "Said Property".
- 1.4 LAND shall mean the land comprised in the Said Property.
- 1.5 PROPOSED / NEW BUILDING shall mean the Building proposed to be constructed at the Said Premises by the Developer consisting of Ground floor plus Four upper floors as permitted under Building Rules containing several self-contained Flats/Units/Apartments including Car Parking spaces, service areas as may be permitted for construction at the Said Premises in accordance with the Plan to be sanctioned by The Kolkata Municipal Corporation and according to specification as mentioned in the Third Schedule hereunder written.

1.7 ARCHITECT shall mean the Architect of the proposed Building who may be appointed by the Developer from time to time at his discretion and own cost.

1.8 COMMON AREAS, SERVICES, FACILITIES AND AMENITIES shall mean and include corridors, hallways, stairways, pathways and passageways, driveways, lavatories, generators, lift, generator's room, lift machine room, caretaker's room, two Nos. Servants' privy in the Ground Floor to be provided by the Developer, pump room, underground and overhead tank, water pump and motor and other facilities which may be mutually agreed upon between the Owner and Developer required for the establishment, common, enjoyment, and maintenance.

1.9 COMMON EXPENSES shall mean and include all expenses to be incurred and or paid by all the Unit owners, proportionately, for the management and maintenance of the premises, after the project is completed;

1.10 BUILTUP AREA shall mean the entire covered area, as be sanctioned by the Kolkata Municipal Corporation and shall include the plinth area of the Units including the plinth area of the bathrooms and balconies if any appurtenant thereto and also the thickness of the walls (external or internal) and pillars and the area of the common portions PRODIDED THAT if any wall be common between 2 (two) units then ½ (one & Half) of the area under such wall shall be included in such unit:

- 1.11 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- 1.12 TRANSFER shall include transfer of possession by conveyance or by any other means adopted for effecting what is understood as transfer of spaces and or Flats/Units in the proposed building together with proportionate undivided and impartible right, title, interest and share in the land comprised in the premises to the Purchasers thereof.
- 1.13 TRANSFEREE shall mean a person, people, firm, bank, limited company, association of persons to whom any portion in the building has been transferred.
- 1.14 UNIT OR SPACE FOR OCCUPATION shall mean the units or flat and spaces or other covered and or built up areas in the new building which is capable of being exclusively owned, used and/or enjoyed by the Owners, Developer and the transferce and which is not the common area.
- 1.15. UNIT OWNER shall mean any person acquires holds and/ or owns any unit, flat, apartment, space in the new building and shall include the Owner and the Developer, for the Units held by them, from time to time.
- 1.16. OWNERS' AREA shall mean the One Flat having built up area of 630 Sq feet on the Southern portion of the Second Floor and one Flat having a built up area of 660 Sq.feet on the Northern Portion of the Second Floor of proposed New building Together With 2 (Two) Numbers of Car Parking Spaces in the Ground Floor of said new building proposed to be constructed according to the sanctioned plan completed and finished as per specification as mentioned in the Third Schedule hereunder written together with undivided proportionate right, title and interest in common areas, services facilities and amenities available therein and upon the land comprising the said Premises as described in First schedule hereunder written. The Owner's allocation is more fully and particularly described in the Third schedule hereunder written;

or Flats in the New building and car parking spaces in the Ground Floor of the new building proposed to be constructed in said premises together with proportionate rights title and interest in the common areas, services and facilities and amenities and upon the land comprising the said Premises as described in First schedule hereunder written together with the absolute right to use the same on the part of the Developer and together with exclusive right to use and enjoy 50% of the roof excluding service area. The Developers' allocation is more fully and particularly described in the Fourth schedule hereunder written;

### SERVICE TAX:

- 1.19. The Owner shall be liable to pay the service tax for the sale of area under the Owner's allocation to third parties if at all required.
- 1.20. PROJECT shall mean the work of development undertaken to be done by the Developer in pursuance hereof till the development of the premises be completed and possession of the completed Units is taken over by the unit Owners;
- 1.21. PROPORTIONATE shall mean with all its cognate variations shall mean such ratio, the Built up Area or covered Area of any Unit or Units be in relation to the Built up Area or Covered Area of all the Units in the new building.
- 1.22 CORPORATION shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon, approve and/or sanction the Plans;
- 1.23 SINGULAR shall include the Plural and vice versa.
- 1.24 MASCULINE shall mean feminine and vice versa.

# ARTICLE II: TITLE INDEMNITY AND DECLARATIONS

The Owner hereby declare that the Owner has good and absolute right,
 title, interest and share in the said Premises freed from all encumbrances,

without any claim of right or interest of any other person or persons claiming under or in trust for the Owner and the Owner has a good marketable title to enter into this agreement with the Developer and the Owner hereby undertakes to indemnify and keep the Developer indemnified against any and every part or claim action and demand whatsoever that may arise relating to the title of the Owner in respect of the Said Premises.

- 2. The Owner hereby also assures and declare that there is no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act 1976 on the said Premises.
- 3. The Developer hereby undertakes to construct and complete a ground plus Four storied building as be allowed or be permitted by the Building Rules of The Kolkata Municipal Corporation on the said Premises at its own cost and expenses strictly according to the sanctioned plan and specifications thereof without any interference from any person or persons claiming through under or in trust for the Owner.
- 4. The Owner shall have no liability for and the Developer further undertakes to indemnify and keep the Owner saved, harmless and indemnified against all losses, damages, costs, claims, charges expenses and proceedings that may arise in pursuance hereof including;
- i) all claims or demands that may be made due to anything done by the Developer during demolition/construction of the New Building, including, claims by the owner of adjoining properties, for damage to their buildings;
- ii) all claims and demands of the suppliers, contractors, workmen and agents of the Developer, on any account whatsoever, including, any accident or other loss;
- iii) any demand and/or claim made by the Unit Owners of the Developer' Area;
- iv) any action taken by the Corporation and/or any other authority for any illegal or faulty construction or otherwise of the New Buildings;

#### ARTICLE - III, COMMENCEMENT

This agreement shall be deemed to have come into effect on and from the date of execution of these presents and all acts deeds and things shall be

done by the Developer on the basis of the terms and conditions herein contained and confirmed by this Agreement.

### ARTICLE - IV BUILDING

- 1. The Developer shall at it's own costs construct one Ground plus Four storied Building as be permissible under building rules of The Kolkata Municipal Corporation on the said Premises in accordance with the specification of the sanctioned plan(s) with good standard materials, fittings, floorings and fixtures duly approved by the Architect and according to the specification mentioned in the Second schedule hereunder written within 18 (Eighteen) months from the date of sanction of the Plan and Delivery of Vacant Possession by the Owner which may be later subject to force majeure, flood, strike and getting clearance from necessary or appropriate authority or authorities.
- 2. The Developer shall install and provide at is own cost in the building and or the premises water storage tanks, overhead tank and reservoir and/or other facilities including electrical fittings, fixtures water and drainage system required to be provided in the building in terms of the sanctioned building plan or under any appropriate authority bye laws or regulations under any consent sanction or approval relating to the construction of the building on the said land as per plan of the Architect subject to sanction by the authorities concerned as aforementioned.
- 3. It is agreed by and between the parties hereto that delivery of possession of the Owner's shall always be a precondition to the Delivery of possession of the Developer's area to third parties.
- 4. The Owner hereby gives the Developer exclusive right for construction of such Building or Buildings in the said Premises during the subsistence of this agreement as per the building plan (to be sanctioned).

NOW THIS AGREEMENT FURTHER WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER as follows:

- shall permit the Developer to enter into the said premises with absolute authority to built, erect, construct and complete the Building on the said land or premises after demolishing the existing structure and or rooms and commercially exploit the same. The Developer shall be entitled to appropriate the old building material of the existing structure and or room when the same will be demolished.
- 2. That simultaneously with the execution of these presents, the Owners shall execute and register a General Power of Attorney in favour of the Developer permitting the Developer to enter into agreements for sale of units/car parking spaces under the Developer's allocation from the prospective purchasers and to execute and register deeds of conveyances to such purchasers for sale and transfer of units/shops/car parking spaces from the Developer's allocation only.
- 3. The Developer shall be entitled to hold and remain in possession of the Premises in part performance of this Agreement, during the subsistence hereof:
- 4. Simultaneously with the execution hereof the Owner shall hand over photocopies of all documents of title and other papers relating to the premises to the Developer.
- 5. The Developer shall at their own cost and expense arrange for temporary alternative rented accommodation for the Owner and his son's family before commencement of construction work till delivery of possession of the owner's allocation in the proposed new building.
- 6. At any time hereafter, the Developer shall have the right and shall be entitled to enter upon the premises and do soil testing survey of the premises and other preparatory work, as may be necessary for the preparation, submission and obtaining sanction of the plan at the cost and expenses of Developer.

- 7. SUBJECT TO force majeure and reasons beyond the control of the Developer, within 18 (Eighteen) months from the date sanction of Building Plan and obtaining vacant possession of the said premises, whichever is later, the Developer shall complete construction of the New Building and deliver possession of Owner's Area to the Owner in habitable and absolutely complete condition, as per the particulars mentioned in the SECOND SCHEDULE hereto, SUBJECT TO the Owner meeting his obligations hereunder. The Developer shall be entitled to have an extension for a period of 6 months beyond the period of 18 months if required;
- 8. The new Building shall be for residential and commercial purposes;
- 9. The Owner shall give such other consents, sign such papers, documents, deeds and undertakings and render such cooperation, as be required by the Developer, for the sanction of the Plans or otherwise, for the construction and completion of the New Building, i.e., the Project;
- 10. At any time after the execution of these presents, the Developer shall be entitled to use the Premises for setting up a temporary site office and/or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs for advertising the Project;
- 11. The Developer has entered into a Development agreement with the Owner of adjacent Premises No.58/51, Prince Anwar Shah Road for development of the said premises. The Developer shall be entitled to have Premises No.58/51, Prince Anwar Shah Road amalgamated with Premises No.58/51A, Anwar Shah Road to form a single joint unit for better and effectual development of the amalgamated property.

12. In connection with the aforesaid, it is agreed and crarified as-

(a). The Plans for the New Building shall be got prepared by the Architects and shall be submitted to the Corporation for necessary sanction in the name of the Owner but at the cost of the Developer. The Developer shall also cause such changes to be made in the Plans as the Architects may approve and/or as shall be required by the concerned authorities, from time to time with prior approval of the Owners;

(b).In case it be required to pay any outstanding dues to the Corporation or any other out goings and liabilities in respect of the Premises, till the date of these presents, then the Owner shall pay such dues and bear the costs and expenses thereof;

(c). During continuation of the project and/or construction of the proposed new building at the said premises till the date of delivery of possession of the Owner's Area to the Owner and other unit Owners', the Developer shall be at liberty to do all works as be required for the Project and to utilize the existing water and electricity connections in the Premises, at its own costs and expenses. The Developer shall have the right to obtain temporary connections of utilities for the Project and the Owner shall sign and execute all papers and documents necessary therefore;

- 13. The Owner's Area shall be constructed by the Developer for and on behalf of the Owner and/or his nominees. The rest of the New Building shall be constructed by the Developer on behalf of himself and/or his nominees. The parties hereto shall hold/sell the undivided proportionate share in the Land appurtenant to their respective areas and the Developer shall be entitled to convey and transfer the Developer's Area to Unit Owners' procured by the Developer.
- 14. The Owner and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal therewith in any

manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the Ownership Flat Schemes. They will also be at liberty to enter into agreements for sale of their respective areas and the parties shall, in consultation with each other finalize covenants regarding Common Portions, Common Expenses and other matters of Common interest. The form of such agreement to be utilized by the parties shall be such as be finalized by the advocates in consultation with the parties, in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata. The Owners shall be entitled to all monies that be received from the Unit Owners of the Owner's Area, whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the Developer shall be entitled to all such monics receivable in respect of the Developer's Area PROVIDED HOWEVER THAT the monies payable and/or deposits for Common Purposes and Common Expenses shall be receivable only by the Developer from all the Unit Owners as fully mentioned hereafter;

At any time after delivery of possession to the Owner of the Owner's Area, the undivided proportionate share in the Land appurtenant thereto shall be retained by the Owner and the balance undivided proportionate share in the Land shall be transferred and conveyed, absolutely, by the Owner to the Developer and/or its nominees and the consideration for the same shall be the cost of construction of the Owner's Area and no other amount shall be payable to the Owner. The cost of preparation, stamping and registration of the Conveyances shall be borne and paid by the Transferees;

### 16. It is further clarified as follows:

- (a) The Developer shall at its own cost and expense provide electricity connection i.e. main cable from CESC Ltd. up to the meter room and or meter board, common meter (s) for pump, lift, and service areas for entirety of the New Building;
- (b) Upon completion of the New Building and/or floors therein, the Unit Owners shall maintain and manage the same as per the rules

in conformity with the other buildings containing ownership flats.

The Developer and the Owner and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and out going in respect of the maintenance and management;

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(c) All municipal rates, taxes and out goings, including arrears, in respect of the Premises, till the date of these presents shall be for and to the account of the Owner and thereafter, the Lame shall be borne and paid by the Developer, till the completion of the Project and delivery of possession of the respective units to the Owner and other unit owners, the same shall be borne and paid by the respective Unit Owners, to the extent of their respective areas;

(d) If so required by the Developer under law, the Owner shall join and/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's Area and similarly, the Developer shall join in respect of the Owner's Area;

- 17. The Owner shall, from time to time, grant such powers or authorities to the Developer and/or its nominees, concerning the Project, for the Developer's doing the various works envisaged hereunder, including, entering into agreements for sale and/or construction of the New Building and/or portions thereof (excluding the Owner's Area) and to receive all amounts in pursuance thereof. However the Owners shall not in any way be responsible or liable for any such amount received by the Developer;
- 18. The Developer shall indennify and keep the Owner indennified in respect of all costs, expanses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer, in pursuance of the authorities granted as aforesaid.

- 19. That in the consideration of the Developer completing the Construction of the proposed new building and the Owner's taking possession of their respective allotments in the said new building, the Developer shall be entitled to hand over or transfer the remaining Flats Apartment with parking space to the prospective Buyers from out of the Developer area Together With proportionate right in common area, services, facilities and amenities and together with proportionate right, title and interest in the Land as mentioned in the Fifth Schedule hereunder written. The Owner shall sell grant transfer convey assign and assure and hereby agrees to Register appropriate Deeds of Conveyance for the transfer of property interest title amenities etc. in the said land and Building to be constructed, to an unto the Developer or his nominee nominees, transferee or transferees assign or assignees and in respect of the proportionate undivided share or interest in remaining land of the said property.
- 20. That it is hereby clearly understood by and between the parties hereto that so far as the consideration of the money is concerned in respect of the sale by the Developer out of his allocation as may be mentioned in the said Deeds of conveyance, the Owner shall have no claim, right, interest and or demand over the same or any part thereof in the any circumstances whatsoever.
- 21. That the Owner shall at request of the Developer, execute in the favour of the Developer as per law such other documents, papers memorandum and Deeds in furtherance of these presents, which the Developer may require from the Owner from time to time for smooth progress of construction of the proposed Building, use and occupation thereof;

### ANNEXURE -I ( DEVOLUTION OF TITLE)

II. By an indenture of conveyance dated 22<sup>nd</sup> day of August, 1958, Jibendra Kishore Acharyya Choudhury and Nabayug Acharyya jointly granted, sold, transferred and conveyed a piece and parcel of land measuring 3 Kattahs 0 Chattak 5 Sq.feet, be the same a little more or less comprised in Mouza kaklia, Pargana Panchannagram, J.L.No.40, Touzi No.151, Dag No. 869 under Khatian No.30 and 34 with structures thereon, lying situated at being Premises No.58, thereafter 58/51, at present 58/51A, Prince Anwar Shah Road, Police Station - Lake, Kolkata 700 045 unto and in favour of Smt. Bivarani Bhadra and Smt. Bani Bhadra. The said indenture of conveyance was duly executed and registered in the office of Sub Registrar at Alipore in Book No.I, Volume No.131, Pages from 127 to 137,-being Deed No.7464 for the Year 1958.

II). The said Smt. Bivarani Bhadra and Smt. Bani Bhadra after purchase of the aforesaid property had been in joint possession of the said property having raised structures thereon and duly mutated their names in the records of The Calcutta Municipal Corporation and on mutation the said property was renumbered as 58/51, Prince Anwar Shah Road, Police Station – Lake, Kolkata 700 045 within the limits of ward No.93, Borough X of the Kolkata Municipal Corporation.

III). Bivarani Bhadra while in joint possession of the aforesaid property, died intestate leaving behind her surviving her son Sri Tapan Kumar Bhadra and one married daughter Smt. Chanda Ghosh as her heirs and legal representatives who jointly inherited the undivided ½ right, title, interest and share in the aforesaid property that the said late Bivarani Bhadra died possessed of.

IV). Sri Tapan Kumar Bhadra, Smt. Chanda Ghosh and Smt. Bani Bhadra while in joint possession of the aforesaid property, by a registered deed of partition dated 5th September, 1981, got the aforesaid property partitioned by metes and bounds amongst the parties thereto. By virtue of the aforesaid partition, a specifically demarcated land admeasuring 1 (One) Kattah 8 (Eight) Chuttaks 2 ½ (Two and Half) Sq.feet was jointly allotted to Sri Tapan Kumar Bhadra and Smt. Chanda Ghosh and another specifically

demarcated land admeasuring 1 (One) Kattah 8 (Eight) Chattaks 2 ½ (Two and Half) Sq.feet out of the aloresaid property was allotted to Smt.Bani Bhadra to the exclusion of others.

V). By virtue of a registered deed of gift dated 5th September, 1981, Smt. Chanda Ghosh transferred and conveyed her undivided ½ right, title, interest and share in the said land admeasuring 1 (One) Nattah 8 (Eight) Chattaks 2 ½ (Two and Half) Sq. feet unto and in favour of her brother Sri Tapan Kumar Bhadra. The Deed of gift was duly executed and registered in the office of District Sub Registrar at Alipore and the said gift was duly accepted and acted upon.

VI). Tapan Kumar Bhadra, since deceased, had entered into a registered agreement for development of the aforesaid property with the Developer/Second Party by virtue of a registered deed of agreement for development dated 26th July, 2016 duly executed and registered in the office of Additional District Sub-Registrar at Alipore in Book No. I, Volume No. 16-5-2016, Page from 137030 to 137057, Being No. 160505023 for the Year 2016.

VII). Tapan Kumar Bhadra died intestate on 17th March, 2019 leaving behind him surviving his wife Smt. Bandana Bhadra and only son Sri Kaushik Bhadra who jointly inherited the aforesaid property particularly described in the Schedule hereunder written, hereinafter referred to as the Said Property, as joint owners in exclusive possession thereof.

IX). SMT. BANDANA BHADRA having and SRI KAUSHIK BHADRA are thus the joint and absolute owners in possession of ALL THAT piece and parcel of messuage, tenement, hereditament and land admeasuring I (One) Kattah 8 (Eight) Chattaks 2 ½ (Two and Half) Sq.feet be the same a little more or less, comprised in Mouza Kaklia, Pargana Panchannagram, J.L.No.40, Touzi No.151, Dag No. 869 under Khatian No.30 and 34 with structures thereon, lying situated at being Premises No.58, thereafter 58/51, at present 58/51A, Prince Anwar Shah Road, Police Station -- Lake, Kolkata 700 045 within the limits of ward No.93, Borough X of the Kolkata Municipal Corporation.

# ANNEXURE -II (SCHEDULES) FIRST SCHEDULE ABOVE REFERRED:

(Description of the entire land)

ALL THAT piece and parcel of messuage, tenement, hereditament and land admeasuring 1 (One) Kattah 8 (Eight) Chattaks 2 ½ (Two and Half) Sq.feet be the same a little more or less, comprised in Mouza Kaklia, Pargana Panchannagram, J.L.No.40, Touzi No.151, Dag No. 869 under Khatian No.30 and 34 with 100 Sq.feet Tiled Shed structures thereon, lying situated at being Premises No.58, thereafter 58/51, at present 58/51A, Prince Anwar Shah Road, Police Station – Lake, Kolkata 700 045 within the limits of ward No.93, Borough X of the Kolkata Municipal Corporation, which is butted and bounded as follows:

On the North by: 25 Feet wide Road;

On the South by: Premises No.58/51, Prince Anwar Shah Road;

On the East by: Prince Anwar Shah Road;

On the West by: Premises No.58/50, Prince Anwar Shah Road;

OR HOWSOEVER otherwise the said property be called known numbered described and distinguished.

### SECOND SCHEDULE ABOVE REFERRED TO:

(Specification of Construction)

- 1. FOUNDATION: Reinforced cement concrete with tie beam.
- 2. SUPER STRUCTURE: Reinforced cement concrete framed structure.
- BRICK WALL: 8 inch thick external and 5 inch thick internal.
- FINISHES: Room with Plaster of Paris, white marble Kitchen - Black Stone counter and sink with Glazed tiles 2 feet above.
   Toilet - Marble floor, with glazed tiles up to 6 feet height.
- 5. DOORS: Flush Doors having Sal wood frame with synthetic enamel paint.
- 6. WINDOWS: Alluminium full open window with mild steel grill,
- FIXTURES: Ceramic WC (Anglo and European) and wash Basin with PVC Cistern.

- o. INTERNAL FINISH: Plaster of Parish running over Plaster.
- 9. EXTERNAL FINISH: Cement based paint over plaster.
- 10. ELECTRICAL: Concealed copper wiring with Plastic mould switches.
- 11. PIPELINE: Water supply, P.V.C. Soil P.V.C.
- POWER SUPPLY: WBSEB 220 Volt Main Supply with separate Meter for Individual Apartments.
- 12.1. Lift: 4 passenger capacity to be provided.

#### THIRD SCHEDULE ABOVE REFERRED TO:

#### (OWNERS' AREA)

OWNERS' AREA shall mean and include One Flat having built up area of 630 Sq feet on the Southern portion of the Second Floor and one Flat having a built up area of 660 Sq feet on the Northern Portion of the Second Floor of proposed New building Together With 2 (Two) Numbers of Car Parking Spaces in the Ground Floor of said new building proposed to be constructed according to the sanctioned plan completed and finished as per specification as mentioned in the Third Schedule hereunder written together with undivided proportionate right, title and interest in common areas, services facilities and amenities available therein and upon the land comprising the said Premises as described in First schedule hereunder written.

# FOURTH SCHEDULE ABOVE REFERRED TO: (DEVELOPER'S AREA)

DEVELOPER'S AREA shall mean the remaining such number of Units or Plats in the New building and car parking spaces in the Ground Floor of the new building proposed to be constructed in said premises together with proportionate rights title and interest in the common areas, services and facilities and amenities and upon the land comprising the said Premises as described in Pirst schedule hereunder written together with the absolute right to use the same on the part of the Developer and together with exclusive right to use and enjoy 50% of the roof excluding service area.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their signatures unto these presents the day month and year first above written.

Signed and Delivered by the Owner at Kolkata in presence of:

1 Indrani Khadra

18/5/ H P. H.S. Deal

2.5 reckarder 4,5

Tradip hater year

Signed and Delivered by the Developer at Kolkata in presence of:

SMB and and Bhase

BANDANA BHADRA

KOUSLIK DLONGYON

SE CARRIEDUM LUNS TRUCTION

Prasey: 1 Pall-

PRASENJIT PAKHIRA

1 I'mdean Black

SANKAR MALAKAR

2. tradique Latienje

Drafted by me and prepared in my office

(Pradip Chatterjee, Advocate, WB/745/87).

## SPECIMEN FORM FOR TEN FINGERPRINTS Thumb 1" Linger Small Finger Middle Linger. Ring Finger Left Hand PHOTO Right Hand Signature Name Small Finger Ring Finger Middle Finger 1º Finger Thumb Left Hand . Right Hand Signature Name Small Finger Ring Finger Middle Finger 1st Finger Thumb Left Hand Right Hand Name..... Small Finger Ring Finger Middle Finger 1st Finger Thumb 1.011 Hand

Signature PRASFAJIT DAKHIRA

Right Hand

# SPECIMEN FORM FOR TEN FINGERPRINTS

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Signature						
Name						

आस्वार विपाग INCOMETAX DEPARTMENT

BANDANA BHADRA

KRISHNAPADA BASU

25/04/1950 Permanent Account Humbe-AOVPERESEN

P. T. Sylven

भारत सरकार GOVE OF INDIA



इस्टिमार्ट के बारेने / माने पर कृत्यमं सूचित कार्ट / स्वीदार्य ज्यानिक्य पेन खेशो कुमार्थ, एन एस डी एम वड वी मन्दिन ''प्रीटा एकन इन्युटः किन्त किमार्च है, एम. बी. माने जो वह पदेश, प्रस्ति / 100 613.

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# आयंकर विभाग

INCOMETAX DEPARTMENT KAUSHIK BHADRA TAPAN KUMAR BHADRA

06/07/1971

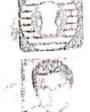
Permanent Account Number

BJEPB3573K

Bladire Signature



भारत सरकार GOVT. OF INDIA



In case this card is lost / found, kindly inform / return to ? Income Tax PAN Services Unit, UTIITSL Plot No. 3, Sector 11, CBD Belapur, Navi Mumbal - 400 614. इस कार्य के कोर्ने/पाने पर फूपपा सुचित कों/लीटाई :

इस कार्ड के खोने/पाने पर फूतवा स्थित करें/लीटाएँ : आयक्त पैन सेवा पूनीट, UTIUSU . . . एशट ने: ३, सेवटर ५५०, सी.बी.बी.बेलापूर, नवी सुंबई-४०० ६९४.

भारत सरकार आयवर विभाग INCOME TAX DEPARTMENT GOVI OF INDIA PARAMOUNT CONSTRUCTION ARAMOORICO

01/10/2015
Permanere Account Number AARFP9560D

स्पार्ट तथा शंख्या /PERMANENT ACCOUNT NUMBER AFTPP5914N

THY MAME

PRASENJIT PAKHIRA

নিবা ফা খাব JFATHER'S NAME GOPAL CHANDRA PAKHIRA

অস বিথি /DATE OF BIRTH 04-12-1970

हरताक्षर /SIGNATURE

Rosey's Petin

EBETas

आयकर आयुक्त, प.वं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

हम कार्ड के को / मिल जाने पर कृष्णा जारी करने बाते क्राविकारी को सूचित / बापस धन वें संपुक्त आयकर आपुक्त(पद्धति एवं सक्तनीकी), पी-7, पीरंगी रचनावर, कलकता - 700 069.

In case this eard is lost/found, kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square,

Calculta- 700 069.

# डाह्यकर विभाग INCOMETAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

SANKAR MALAKAR

RATISH CHANDRA MALAKAR

04/07/1960

Permanent Account Number

AKGPM9211P

Mulan Malayan

Signature

In case this gard is lost / found, kindly inform / return to Income fax PAN Services Unit, UTIISI Plot No 32 Sector 11, CBD Belapur, Navi Mumbal - 400 614.

यह कार्ड सो जाने महायापया सुधित करें/शॉटाए :

आमन्त्र भी किया है। सिक्री ही उत्पाप् प्लाट में कि जिल्हा की सिक्री ही उत्पाप्

# Govt. of West Bengal Directorate of Registration & Stamp Revenue

URN:

e-Challan

19-201920-000127565-1 GRN Date: 03/04/2019 13:53:04

Payment Mode

Online Payment

BRN:

1677781457

Bank:

ICICI Bank

DEPOSITOR'S DETAILS

BRN Date: 03/04/2019 13:54:28

Name:

ld No.: 16051000085364/4/2019

[Query No /Query Year]

Contact No.: E-mail:

Prasenjit Pakhira

Mobile No.:

+91 9143018725

Address:

prasenjitpakhira@gmail.com

39A Lake Gardens Kolkata 45

Applicant Name:

Mr PRADIP CHATTERJEE

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 4

# PAYMENT DETAILS

SI.	Identification	Head of A/C		Head of A/C	Amount[ ₹]
No.	No.	Description		<b>*</b>	
1	16051000085364/4/2019	Property Registration- Stampeduly	ese e∙x	0030-02-103-003-02	10020
2	16051000085364/4/2019	Property Registration- Registration Fees	ı . <b>Ç</b> .	0030-03-104-001-16	21

Total.

10041

In Words:

Rupees Ten Thousand Forty One only

A CONTRACTOR OF THE PERSON OF

Oced No :	information of	the n	
Query No / Year	Major Information of	the Deed-	kelikannhennatuset
1) Dale	1005-100000	Date of Registration	TIP
Applicant	02/04/2019 4:40:53 PM	Office where deed is re	05/04/2019
Other Details	PRADIP CHATTERJEE	ADSP ALIDODE	
Transaction	ALIPORE JUDGES COURT THE	200	mor Sodin Sa-Pa
[0110] Sale P	ALIPORE JUDGES COURT, Thana BENGAL, PIN - 700027, Mobile No.	: Alipore, District : South 24 9831161838, Status : Adve	-Parganas, WES
agreement Development	Agreement or Construction	Additional Transaction	ocate
Set Forth value	STATE WELL	[4308] Other than Immov Agreement [No of Agree	vable Property,
		Market Value	- Y1144   - 1 # -:
Stampduty Paid(SD)	7 x 4 = 196.2.5 :	Rs. 78,85,643/-	
Rs. 10,120/- (Article:48(g))	the state of the s	Registration Fee Paid	经营业 医中
Remarks	Description	Rs 21/- (Adiclo:E E)	
	Received Rs. 50/- (FIFTY only ) fro area)		

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pr Anwar Road, Premises No: 58/51A, , Ward No: 093 Pin Code: 700045

No Number	Khatian Number	Proposed ROR	Area of Land		Market Value (În Rs.)	Other De
	Bastu	Bastu	1 Katha 8 Chatak 2.5 Sq Ft	1/-	78,55,643/-	
Grand	Total:		2.4807Dec	1 /-	78,55,643 <i>I</i> -	

# Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1	100.0- 5	value (iii iks.)	(In Rs.)	
	On Edita E1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure

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

Total:	400	1000		
Total .	100 sq ft	11/-	30,000 /-	

# Land Lord Details .

SI No	Name,Address,Photo,Finger	print and Signatu	ro	
	Mrs BANDANA BU	Photo	Finger Print	Sįgnatūre
	Wife of Late TAPAN KUMAR BHADRA Executed by: Self, Date of Execution: 05/04/2019 , Admitted by: Self, Date of Admission: 05/04/2019 ,Place : Office			Ban Janes Bhasea
	, 58/51A PR ANWAR SHAH R	05/04/2019	LTI	05/04/2019

Parganas, West Bengal, India, PIN - 700045 Sex: Female, By Caste: Hindu, Occupation: Houwife, Citizen of: India, PAN No.:: AOVPB2838N, Status: Individual, Executed by: Self, Date of Execution: 05/04/2019

, Admitted by: Self, Date of Admission: 05/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Mr KAUSHIK BHADRA Son of Late TAPAN KUMAR BHADRA Executed by: Self, Date of Execution: 05/04/2019 , Admitted by: Self, Date of Admission: 05/04/2019 ,Place : Office	į. V		koseshik Bhocka
	05/04/2019	LTI 05/04/2019	05/04/2019

, 58/51A PR ANWAR SHAH ROAD, P.O:- LAKE GARDENS, P.S:- Lake, Kolkata, District:-South Parganas, West Bengal, India, PIN - 700045 Sex: Male, By Caste: Hindu, Occupation: Busines Citizen of: India, PAN No.:: BJEPB3573K, Status: Individual, Executed by: Self, Date of Execu 05/04/2019

, Admitted by: Self, Date of Admission: 05/04/2019 ,Place: Office

#### Developer Details:

No	
1	PARAMOUNT CONSTRUCTION 39A LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, Kolkata, District:-South 24-Parganas, West Ber
	India, PIN - 700045, PAN No.:: AARFP9560D, Status : Organization, Executed by: Representative

10	, Name, Address, Photo, Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Mr PRASENJIT PAKHIRA (Presentant) Son of Mr GOPAL CHANDRA PAKHIRA Date of Execution - 05/04/2019, Admitted by: Self, Date of Admission: 05/04/2019, Place of Admission of Execution: Office	Apr 5 2019 2:35PM	LTI 05/04/2019	Osio4/2019  Wata District:-South 24-Pargar
2	Ropad India DIN 700045 S	LAKE GARDENS	S, P.S:- Lake, Ko te: Hindu, Occup	pation: Business, Citizen of: Ind.
	No.:: AFTPP5914N Status : Re PARTNER)	epresentative, Re	presentative of :	olkata, District:-South 24-Pargar pation: Business, Citizen of: Indi PARAMOUNT CONSTRUCTION Signature
2	No.:: AFTPP5914N Status : Re PARTNER)	LAKE GARDENS Sex: Male, By Cas epresentative, Re	S, P.S:- Lake, Kote: Hindu, Occup presentative of :	PARAMOUNT
2	No.:: AFTPP5914N Status : RePARTNER)  Name  Name  Mr SANKAR MALAKAR  Son of Late RATISH  CHANDRA MALAKAR  Date of Execution -  05/04/2019, , Admitted by:  Self, Date of Admission:  05/04/2019, Place of	epresentative, Re	presentative of :	Signature  Som maxim
2	No.:: AFTPP5914N Status : RePARTNER)  Name  Name  Mr SANKAR MALAKAR  Son of Late RATISH  CHANDRA MALAKAR  Date of Execution - 05/04/2019, , Admitted by: Self, Date of Admission: 05/04/2019, Place of Admission of Execution: Office	epresentative, Re	Finger Print	Signature

Identifier Details:

PARTNER)

Name	Photo	Finger Print-	Signature
Mr PRADIP CHATTERJEE Son of Late MONOHAR CHATTERJEE ALIPORE JUDGES COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700027			Prodip Contrajeo
	05/04/2019	05/04/2019	05/04/2019

Identifier Of Mrs BANDANA BHADRA, Mr KAUSHIK BHADRA, Mr PRASENJIT PAKHIRA, Mr SANKAR MALAKAR

Frans	fer of property for L1	
SINO	FIOIII .	To with an all
1	- CINCOLA	To. with area (Name-Area)  PARAMOUNT CONSTRUCTION-1.24036 Dec
	THE TOTAL	PARAMOUNT CONSTRUCTION-1.24036 Dec
Transf	fer of property for S1	E THE WHO ON TRUCTION - 1,24030 BEG
SI.No		To. with area (Name-Area)
1	MIS BANDANA BHADRA	PARAMOUNT CONSTRUCTION-50.000000000 Sq Ft
2	Mr KAUSHIK BHADRA	PARAMOUNT CONSTRUCTION-50.000000000 Sq Ft

Endorsement For Deed Number : I - 160502149 / 2019

On 02-04-2019

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 78.85.6437. 78,85,643/-

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTR OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:46 hrs on 05-04-2019, at the Office of the A.D.S.R. ALIPORE by Mr PRASENJIT PAKHIRA ..

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

Execution is admitted on 05/04/2019 by 1. Mrs BANDANA BHADRA, Wife of Late TAPAN KUMAR BHADRA, , 58 PR ANWAR SHAH ROAD, P.O. LAKE GARDENS, Thana: Lake, , City/Town: KOLKATA, South 24-Parganas, WE BENGAL, India, PIN - 700045, by caste Hindu, by Profession House wife, 2. Mr KAUSHIK BHADRA, Son of Late TAPAN KUMAR BHADRA, , 58/51A PR ANWAR SHAH ROAD, P.O: LAKE GARDENS, Thana: Lake, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Business Indetified by Mr PRADIP CHATTERJEE, , , Son of Late MONOHAR CHATTERJEE, ALIPORE JUDGES COURT, ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by

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

Execution is admitted on 05-04-2019 by Mr PRASENJIT PAKHIRA, PARTNER, PARAMOUNT CONSTRUCTION (Partnership Firm), 39A LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, Kolkata, District:-South 24-Pargana West Bengal, India, PIN - 700045

Indetified by Mr PRADIP CHATTERJEE, , , Son of Late MONOHAR CHATTERJEE, ALIPORE JUDGES COURT, I ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by Hindu, by profession Advocate

Execution is admitted on 05-04-2019 by Mr SANKAR MALAKAR, PARTNER, PARAMOUNT CONSTRUCTION (Partnership Firm), 39A LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, Kolkata, District:-South 24-Pargana West Bengal, India, PIN - 700045

Indetified by Mr PRADIP CHATTERJEE, . , Son of Late MONOHAR CHATTERJEE, ALIPORE JUDGES CO ALIPORE, Thana: Alipore, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 70002 Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Gov Online on 03/04/2019 1:54PM with Govt. Ref. No: 192019200001275651 on 03-04-2019, Amount Rs: 21/-, ICICI Bank ( ICIC0000006), Ref. No. 1677781457 on 03-04-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp F by online = Rs 10,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5073, Amount: Rs. 100/-, Date of Purchase: 03/04/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt Online on 03/04/2019 1:54PM with Govt. Ref. No: 192019200001275651 on 03-04-2019, Amount Rs: 10,020 ICICI Bank (ICIC0000006), Ref. No. 1677781457 on 03-04-2019, Head of Account 0030-02-103-003-02

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGIS OFFICE OF THE A.D.S.R. ALIPO South 24-Parganas, West Beng

Certificate of Registration under section 60 and Rule 69.

Registered in Book -1

Volume number 1605-2019, Page from 75654 to 75688 being No 160502149 for the year 2019.



Saludda.

Digitally signed by SUKANYA TALUKDAR

Date: 2019.04.11 16:23:27 +05:30 Reason: Digital Signing of Deed.

(Sukanya Talukdar) 11/04/2019 16:23:07 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)