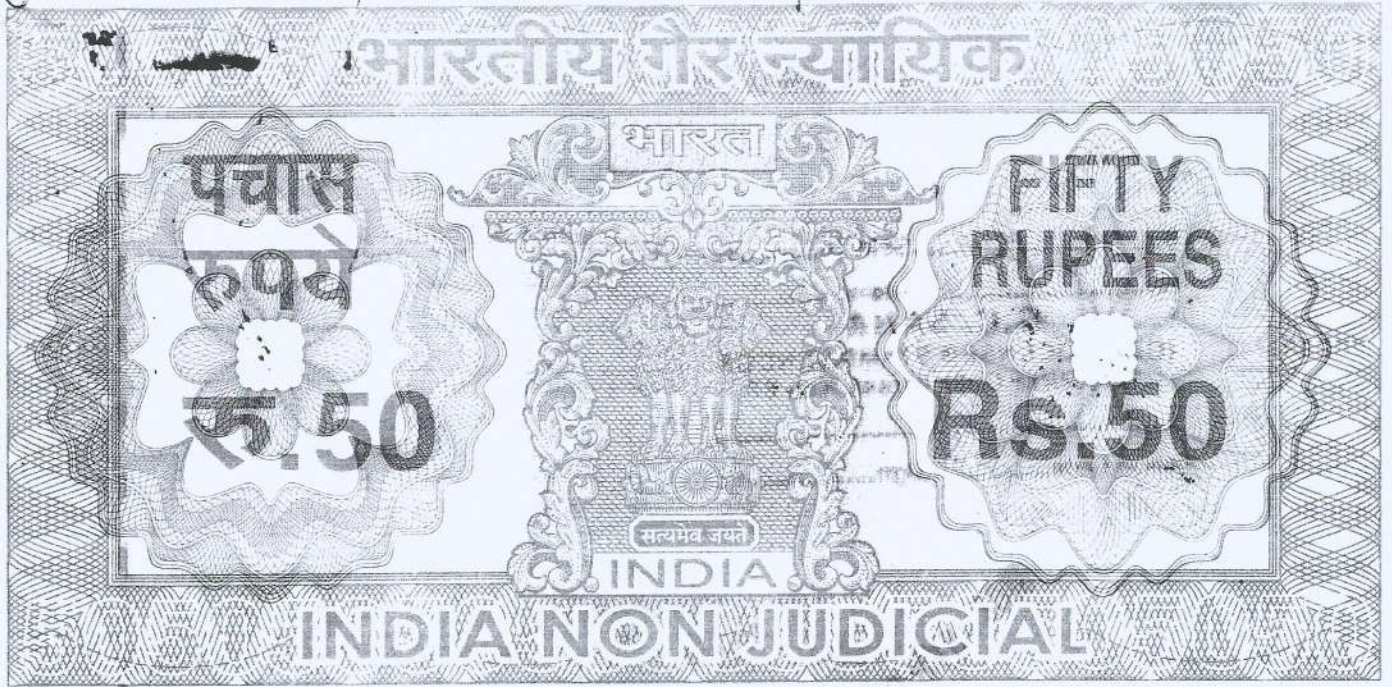


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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this documents.

Handwritten notes: 25/07/18, 28/3, Regd 100/000/1

District Sub-Registrar
Howrah

District Sub-Registrar-I
Howrah

28 MAR 2018

THIS DEVELOPMENT AGREEMENT made this 28th day of March 2018 **BETWEEN (1) SRI BIRENDRA KUMAR TIWARY**, Holding PAN:ABWPT3410C, Son of Late Keshaw Prasad Tiwary, Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 22/1, Hardutt Rai Chamria Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(2) SRI KRISHNA KUMAR TIWARY**, Holding PAN:ADBPT2017Q, Son of Late Keshaw Prasad Tiwary, Nationality - Indian, by faith - Hindu, by

361458

DEBABRATA BANERJEE
Advocate

S.L. No. Sold To. 221, Lindsay Street, Ground & 2nd Floor
Rs. And. Front Building, Kolkata - 700087
Ph : 2252-2633/3241

G.C. SAHA

(Govt.) LICENSED STAMP VENDOR
11A, Mirze Galib Street, Kol- 87

Issue Date. Sign.

19 MAR 2018



District ~~Sub-Registrar~~
Howrah

28 MAR 2018

occupation - Business, residing at 22/1, Hardutt Rai Chamria Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(3) SRI SURENDRA KUMAR TIWARY**, Holding PAN:ABQPT6902P, son of Late Keshaw Prasad Tiwary, Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 22/1, Hardutt Rai Chamria Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(4) SRI PREM KUMAR TIWARY**, Holding PAN:ABUPT3975C, Son of Late Keshaw Prasad Tiwary, Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 22/1, Hardutt Rai Chamria Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **and (5) SRI DEVENDRA KUMAR TIWARI**, Holding PAN:ABPIT5227B, Son of Late Keshaw Prasad Tiwary, Nationality - Indian, by faith - Hindu, by occupation - Service, residing at #10, Ashirwad, 3rd Main Muniswamappa Layout, Dr. B R Ambedkar Medical College, Kaval Byrasandra, Bangalore North, Bangalore, P.O. & P. S. R. T. Nagar, Karnataka-560032, hereinafter collective referred to as "**the OWNERS**" (which expression shall unless excluded by or thereby something repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators and legal representatives and assigns) on the **FIRST PART**.

AND

TOPCON & COMPANY a Partnership Firm, Holding PAN: AANFT5767G having its registered Office at 106, Kiran Chandra Sinha Road, Block-D1-D2 Connector, Ground Floor, P.O. & P.S. Shibpur, Howrah-711102, represented by its Partners **(1) KAMLESH KUMAR RAY**, Son of Ramakant Ray, Holding

PAN:AGLPR2080C, by faith Hindu, by occupation Business, residing at 10, King's Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(2) MANOJ KUMAR**, Son of Shyam Nandan Sharma, Holding PAN:AKRPK5277A, by faith Hindu, by occupation Business, residing at 106, Kiran Chandra Sinha Road, P.O. & P.S. Shibpur, Howrah-711102, **(3) RAKESH KUMAR JAISWAL**, Son of Sri Banwari Lal Jaiswal, Holding PAN:ACRPJ8687P, by faith Hindu, by occupation Business, residing at 59, King's Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(4) RAMESH DUBEY**, Son of Late Gupteswar Dubey, Holding PAN: AGKPD3200D, by faith Hindu, by occupation Business, residing at 19, King's Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(5) NANDAN SOMANI**, Son of Late Govind Ram Somani, Holding PAN:AKUPS2059R, by faith Hindu, by occupation Business, residing at 56/1/1, King's Road, P.O. Howrah, P.S. Golabari, Howrah-711101, **(6) BANWARI LAL JHAWAR**, Son of Late Sohan Lal Jhawar, Holding PAN: ABJPJ7311F, by faith Hindu, by occupation Business, residing at 10, Dr, Abani Dutta Road, P.O. Howrah, P.S. Golabari, Howrah-711101, hereinafter called the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor-in-interest and assigns) of the **OTHER PART**.

Owners declare and confirm as follows :-

1. That by Registered Deed of Conveyance dated 17th December, 1982 registered in Book No.I, Volume No.66, Pages 180 to 189, Being No.2736 for the year 1982 with the District Sub-Registrar Howrah

KESHAB PRASAD TIWARY, SRI BIRENDRA KUMAR TIWARY, SRI KRISHNA KUMAR, SRI SURENDRA KUMAR TIWARY, SRI PREM KUMAR TIWARY and SRI DEVENDRA KUMR TIWARY purchased ALL THAT Land measuring more or less 16 Cottahs 4 Chittacks at and being Premises No.22, Burnt Salt Gola Lane, Howrah-711001, P.S. Golabari, P.O. Howrah, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written.

2. That KESHAB PRASAD TIWARY died intestate on 15th March, 1985 leaving behind his wife SONAMUKHI TIWARI, and five sons viz. SRI BIRENDRA KUMAR TIWARY, SRI KRISHNA KUMAR, SRI SURENDRA KUMAR TIWARY, SRI PREM KUMAR TIWARY and SRI DEVENDRA KUMR TIWARY as his legal heirs and successors.
3. That SONAMUKHI TIWARI died intestate on 04.01.2002 leaving behind her five sons viz. SRI BIRENDRA KUMAR TIWARY, SRI KRISHNA KUMAR, SRI SURENDRA KUMAR TIWARY, SRI PREM KUMAR TIWARY and SRI DEVENDRA KUMR TIWARY as her legal heirs and successors.
4. That after the death of KESHAB PRASAD TIWARY and SONAMUKHI TIWARI, five brothers viz. SRI BIRENDRA KUMAR TIWARY, SRI KRISHNA KUMAR, SRI SURENDRA KUMAR TIWARY, SRI PREM KUMAR TIWARY and SRI DEVENDRA KUMR TIWARY became the absolute Owners of the above mentioned Property.

5. That by Registered Deed of Conveyance dated 3rd May, 1991 registered in Book No. I, Volume No. 101 Pages 449 to 464, Being No. 6903 for the year 1991 with the District Sub-Registrar Howrah **SRI BIRENDRA KUMAR TIWARY, SRI KRISHNA KUMAR, SRI SURENDRA KUMAR TIWARY, SRI PREM KUMAR TIWARY and SRI DEVENDRA KUMAR TIWARY** purchased ALL THAT Land measuring more or less 3 Cottahs 2 Chittacks being 16 ft. wide strip of Land, being part of Premises No. 20, Dobson Road, Howrah-711001, P.S. Golabari, P.O. Howrah, more fully and particularly described in the **PART-II OF THE FIRST SCHEDULE** hereunder written.

6. That Owners herein amalgamated the two Plots of Land into one Plot of Land measuring more or less 19 Cottahs 6 Chittacks and Howrah Municipal Corporation allotted the Premises No. 22/1, Burnt Salt Gola Lane, Howrah-711001, P.S. Golabari, P.O. Howrah, hereinafter called and referred as the SAID PROPERTY/PREMISES more fully and particularly described in the PART-III OF THE FIRST SCHEDULE hereinafter mentioned.

7. That Owners are the lawful Owners and are seized and possessed of or otherwise well and sufficiently entitled to the ALL THAT Land measuring more or less 19 Cottahs 6 Chittacks at and being Premises No. 22/1, Burnt Salt Gola Lane, Howrah-711001, P.S. Golabari, P.O. Howrah, hereinafter called and referred as the SAID PROPERTY/PREMISES more fully and particularly described in the

PART-III OF THE FIRST SCHEDULE hereinafter mentioned as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from encumbrances.

8. That Owners undertake to pay all rates taxes and all other impositions and/or outgoings payable in respect of the SAID PROPERTY up to the date of the signing of this present.
9. That no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act, 1961.
10. That no notice has been served on the Owners for the acquisition of the SAID PROPERTY or any part thereof under the Land Acquisition Act, or under any other Law or Acts and/or Rules made or framed there under and the Owners have no knowledge of issuance of any such notice or notices under any of the above Acts and/or Rules for the time being in force affecting the SAID PROPERTY.
11. That no suit and/or proceeding are pending in any Court of Law affecting the said Property or any part thereof nor has the same or any of them has been lying attached under any writ of attachment of any Court.
12. That no part of the SAID PROPERTY is falling under any Development Scheme.

13. That the Owners have not entered into any agreement for sale or Development in respect of the SAID PROPERTY or any part or portion thereof.
14. That the Owners have not created any encumbrances in respect of the SAID PROPERTY.
15. That the said Property is not vested as vacant Land in excess of ceiling limit under The Urban Land Ceiling and Regulation Act, 1976.
16. That the Owners further covenant with the Developer to save harmless, indemnify and keep indemnified the Developer from or against all encumbrances charges and equities whatsoever.
17. That they will supply to the Developer all papers and documents and sign all applications, affidavits and returns necessary for obtaining no objection certificate by the Developer from the office of the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 required for the development of the Premises at the cost of the Developer.

AND WHEREAS the Developer relying upon above mentioned statement of the owners agreed to develop the said Property under certain terms and condition.

AND WHEREAS all the Parties hereto decided to have a formal agreement in this regard.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. DEFINITION

- a) **THE PREMISES** shall mean **ALL THAT** Land measuring more or less 19 Cottahs 6 Chittacks 16 Sq.ft. at and being Premises No.22/1, Burnt Salt Gola Lane, Howrah-711101, P.S. Golabari, P.O. Salkia, under Howrah Municipal Corporation Ward No.13, particularly described in Part-III of the FIRST SCHEDULE herein after mentioned. Building Plan will be sanctioned in respect of the entire Property of said holding though building would be constructed only 16 cottahs 4 Chittacks of Land i.e. covering the Property of erstwhile 22, Burnt Salt Gola Lane and remaining 3 Cottahs 2 Chittacks 16 Sq.ft. Land/Property covering erstwhile holding No.20, Dobson Road will remain open to sky.
- b) **LAND** shall mean the Land comprised in the Premises.
- c) **THE ARCHITECT** shall mean person or persons as may be appointed from time to time by the Developer for the purpose of this Project.
- d) **THE BUILDER** shall mean Engineer, Constructor, Fabricator, Labour Supplier, Builder and other person or persons as may be appointed from time to time by the Developer for the purpose of this project.

- e) **BUILDING** shall mean building or buildings intended to be constructed only on 16 Cottahs 4 Chittacks of Land specifically mentioned hereinabove out of the said Premises in accordance with the Plan to be sanctioned by the Howrah Municipal Corporation or by any other appropriate authority competent to accord such sanction and shall include any open space including car parking spaces in the said premises.
- f) **COMMON PORTION** shall mean all the common areas and installations to comprise in the New Buildings and the Premises, after the development, including staircases, landings, lobbies, corridors, lifts if any, lift machine room if any passages, durwan's room, water pump rooms, association room if any, generator rooms if any, common toilets on the Ground floor, underground water reservoir, overhead water tanks and other installations and facilities.
- g) **COMMON PURPOSES** shall mean all acts, deeds and things as are necessary for ensuring the beneficial use of the New Buildings by the Unit Owners, in common.
- h) **COMMON FACILITIES, AMENITIES AND INSTALLATIONS** shall mean and include corridor, Hall-Ways, stair-ways, passage-ways, landings, drive-ways, courtyard, common laboratories, tank-room, water pump room, water reservoirs, deep tube wells and overhead water pump with motor and other installations which are required and intended to be

created by the Developer for the establishment enjoyment maintenance and management of the said Buildings.

- i) **PLAN** shall mean the Plan to be sanctioned by the Howrah Municipal Corporation or any other competent authority to accord such sanction and drawings and specifications of the Buildings to be prepared by the Architect and approved by the Developer and such approval so far as the Owners' allocation is concerned will be with the consent of the Owners and subject to sanction of the Howrah Municipal Corporation.
- j) **SUPER BUILT UP AREA** shall mean according to the context the covered area of the said unit/Flat which shall include interalia.
 - i. In the Building the proportionate area of the Common Portion and will also include overhead staircase room, lobbies, landing, corridors on all the floors, staircase, overhead tanks underground reservoir security and staff room if any PROVIDED THAT if any wall or column be common between the two units then one half of the area under such wall or columns shall included in the area of such unit.
 - ii. In the premises and entire complex the proportionate area of the transformer rooms if any, generator rooms if any, underground water reservoir, septic tanks, switch room/s, security and staff rooms and any other space occupied for the use of unit holders in common, common bathroom/s, (if any) on the Ground Floor.

- k) **OWNER'S ALLOCATIONS** shall mean 50% of the super built up area of the New Buildings to be constructed on the Premises TOGETHER WITH 50% share and/or interest in the open space ,the top Roofs/Terraces of the New Buildings at the Premises, AND TOGETHER WITH an undivided 50% share and/or interest in the Land and the common portions and installations, in consideration for their Land.
- l) **DEVELOPER ALLOCATION** shall mean 50% of the super built up area of the New Buildings to be constructed on the Premises TOGETHER WITH 50% share and/or interest in the open spaces , the top Roofs/Terraces of the New Buildings at the Premises AND TOGETHER WITH an undivided 50% share and/or interest in the Land and the common portions and installations in consideration of their constructing and completing the Building in all respect and handing over of the Owner's allocation fully constructed and habitable.
- m) **TRANSFER** shall mean and include transfer by possession or by any other means for effectuating the transfer of space of Flat 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.
- n) **TRANSFeree OR PURCHASER** shall mean a natural person or persons or Firm or Limited Company or Association of persons or Body Corporate

to whom any space in the Building/Buildings may have been agreed to be transferred or has actually been transferred.

- o) **PROPORTIONATE OR PROPORTIONATELY** shall according to its context mean the proportion which the super built up areas of any particular unit may bear to the entire super built up area for the purpose of determining the share of rates and taxes and common expenses and service charges maintenance charges and it shall mean the proportion which the super built up area of any unit may bear to the land on which the said Unit is complete for the purpose of execution the Conveyance.
- p) **UNIT OR FLAT** shall mean any residential Flats, shop, commercial or other areas in the New Buildings, which is capable of being exclusively owned, used or enjoyed by any Unit Owners.
- q) **UNIT OWNERS** shall mean according to its context, mean all Owners of different Units in the New Buildings including the Developer and the Owners in respect of such Units as may remain unsold or be retained by them respectively.
- r) **FORCE MAJEURE** shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid and/or any notice from the corporation or any other statutory body or prohibitory order of Court restraining the construction of the New Buildings and restraining the

construction of the New Buildings by the Owners at the Premises and/or changes in any Municipal Law or Laws, and any other reason beyond the control of the Developer.

- s) Singular number will include plural and vice versa.
- t) **MASCULINE GENDER** shall include feminine gender and vice versa.
2. The Developer shall pay a sum of Rs.1,00,00,000/= (Rupees One Core) only as security deposit to the Owners at the time of signing of this Agreement. Be it mentioned here that the total amount payable to the Developer i.e. Rs.1,00,00,000/= (Rupees One Core) only as interest free security deposit will be refunded by the Owners to the Developer at the time of handing over possession of the Owners allocation to the Owners by the Developer or the Owners shall adjust the above mentioned security deposit by relinquishing/transferring certain portion of Flat (super built up area) out of their own allocation to the Developer. To secure due repayment of the refundable deposit the Owners shall set apart and keep unencumbered and free 3000 (Three Thousand) Sq.ft. of super built up area (hereinafter called and referred as the **RESERVED AREA**) of Flats till such time the Owners repay the refundable deposit to the Developer. In the event of Owners being unable to refund the refundable deposit at the time of handing over possession of the Owners Allocation, in that case Developer is entitled to sale above mentioned reserved area and such reserved area will be treated as Developer's Allocation and entire sale price of the reserved area will be of Developer. And in respect of speedy progress of the said

project the Developers will intimate & discuss all the matters regarding the progress of the Project with Sri Birendra Kumar Tiwari, as he is appointed by all the co-owners, as authorized representative of Owners Part to look after the project and take necessary decision for betterment of the Project.

3. The Owners granted exclusive licence and permission to the Developer to construct, re-construct and/or complete the said complex as per sanctioned Plan of the Howrah Municipal Corporation and hand over vacant possession of the said Premises to the Developer only after obtaining sanctioned Plan by the Developer in the names of the Owners from Howrah Municipal Corporation.

4. Owners shall not do any act or thing whereby the Developer shall be prevented from construction reconstruction and/or completion of the said Building complex. Simultaneously the Developer also shall not do anything or any act whereby the proposed project would be prevented or stopped. Be it mentioned herewith that within 6 months from the date of clearance from L.R. & B.L. R.O. along with Urban Land Ceiling Department for Development. The Developer shall submit the Building Plan for proposed project and within three months & shall arrange to obtain sanction of said plan from H.M.C. as soon as possible in the name of the Owners and will start construction at its own cost, subject to getting possession of the said Premises from the Owners.

5. The Owners hereby grant to the Developer the exclusive right to build-up and commercially exploit the said premises for the considerations stated herein and in accordance with the terms and conditions contained herein. Nothing in these presents shall be constructed as a demise or assignment or transfer or conveyance in law by the Owners of the Premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer after then the License to the Developer to commercially exploit the same in terms hereof.

6. The Developer for the consideration stated herein shall at its own cost and expenses will obtain plans for construction of Building or buildings on the said Property, the Developer shall apply for sanction of the same by the Howrah Municipal Corporation in such manner as the Developer and their architects/consultants may deem fit and proper.

7. The Developer shall be entitled to construct, erect and complete the New Buildings consisting of several residential Flats, Units, Shops, showrooms, Offices, Garages and other constructed spaces capable of being held and/or enjoyed as independent Units/Flats as per the sanctioned Plans and for the purpose of allocation, the Owner's area and the Developer's area shall be apportioned in the New Buildings to be constructed on the Premises in the manner stated hereinafter.

- i. The Parties hereto shall allocate/demarcate and identify their respective areas/units shops/flat/office space/car parking spaces/ roofs/open terraces, if any attached to any unit including **RESERVED AREA** mutually at the time of the Owners approving the draft Plans. In case the Plans, did not get sanctioned the Owners and the Developer shall repeat this exercise within 15 days from the date of the Owners/Developer receiving the information that the Plan to be changed. However, in case the Plans are sanctioned exactly as per the draft plans, then and in such event, the parties shall within 15 days from the date of the Owners receiving a copy of the sanctioned Plans re-confirm the allocations mutually made prior to the sanction. The first mutual allocation and the subsequent re-confirmation shall be in writing to be signed by the Owners and the Developer. The respective areas shall be demarcated and allotted in such a manner that the Owners and the Developer shall be entitled to the covered areas in each Floor and parking spaces and other spaces on the Ground Floor and open spaces around or near the New Buildings, in the ratio of 50 : 50.
- ii. All open and covered areas (including the common portions, installations and facilities) comprised in the premises and the New Buildings to be constructed thereon and not being exclusively allocated/allotted to any of the parties hereto shall belong to the Owners and the Developer jointly, the Developer having 50% undivided share therein and the Owners having 50% undivided share therein.

8. The Developer at their own cost will construct and complete the construction of the premises including the Owners' allocations therein in accordance with the Building Plan to be sanctioned by the Howrah Municipal Corporation and with such specifications more fully and particularly mentioned in the **SECOND SCHEULDE** hereinafter mentioned.
 - a) Simultaneously with the execution of these presents the Owners herein shall execute and registered General Power of Attorneys separately with the necessary powers and authorities in favour of the Developer or its nominee or nominees for complying with the matters and things as mentioned in this Agreement, Construction of the Building/Buildings at the cost of the Developer, execution of all agreements and/or other documents of transfer for sale and/or otherwise, Flat or flats Garage or Garages shop or shops together with the proportionate share of Land and common areas comprising in the said Premises and its appurtenant by the Developer and the said Power will not be rescinded or revoked prior to lawful cancellation of this Agreement. These powers, which are coupled with interest and are created for valuable consideration, shall be irrevocable until the contract is lawfully rescinded and will remain in force during the period the project continues.
9. For the purposes of construction of the Building or Buildings and making the same habitable, the Developer shall be authorized in so far as it is necessary to apply for and obtaining quotas, entitlements and

other allocations of Steel, Cement, Bricks and other materials as allocable to the Developer and/or its nominee or nominees or purchaser or Purchasers for construction of the Building or Buildings and also to apply for and obtain temporary and permanent connection of water electricity drainage gas and sewerage to the Building or Buildings and other inputs and facilities required for construction and enjoyment of the Building or Buildings in the said Premises at his own cost.

10. The Developer shall be entitled/authorized to enter into Agreement to sell or transfer or otherwise deal with the Developer's allocation constructed Floor space at any point of time after getting Plan sanction from Howrah Municipal Corporation without taking any permission from the Owners. All amounts payable under said Agreement for the construction and also for the sale of proportionate share of Land shall be received by the developer for its own use, and Owners shall execute a conveyance of the undivided proportionate interest in the Land of the said Premises in favour of the said Buyer and Developer will also sign the said Conveyance as Confirming Party. Be it mentioned herewith the prior to delivery of possession or deemed possession of Owners agreed 50% allocation save and except reserved area in proposed project the Owners shall not execute and register any deed of sale in favour of any prospective buyer though it have full right to enter into agreement for sale and execute and register the same at any time after obtaining sanction plan from H.M.C. It is clearly understood by the Parties herein that the Developer will issue notice to take delivery of the Owner's

allocation by the Owners within 15 days from the date of receipt of the notice. If any of the Owners fails to take delivery of the possession then it will be deemed that he or they taken possession i.e. deemed possession.

11. The Owners at their own discretion to enter into agreement of sale or transfer or otherwise deal with Owners allocated constructed Floor space at any point of time after getting Plan sanctioned from Howrah Municipal Corporation without taking any permission from the Developer save and except **RESERVED AREA**. All amount so received/receivable under said Agreement for sale of the said floor space together with proportionate share of Land shall be received by the owners and shall belong to the Owners who shall execute a conveyance of the said area along with undivided proportionate interest in the Land of the said Premises in favour of prospective Buyer and Developer will also signing the said conveyance as Confirming Party.
12. The Developer shall be at liberty to deal with or dispose of the Developer's allocation in such manner and on such terms and conditions, as the Developer may deem fit and proper. The Developer is authorized to raise fund or advance from the intending Purchaser or Purchasers and/or from other for such purposes.

13. Though the Owners have undertaken that they will execute and Register Power of Attorney in favour of Developer or its nominee or nominees the Owners shall execute the Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees or Purchaser/Purchasers as may be required by the Developer or its nominee or Purchaser or Purchasers of Flats/Units belonging to their respective allocations as well as those belonging to the allocations of the owners. All cost and expenses for execution of such conveyance shall be borne by the respective Purchaser or Purchasers of Flat/Flats in respect of all allocations of all the Parties hereto. But the Owners as Vendors in Conveyances in respect of Developers allocation shall not claim or be entitled to receive any amount on account or proportionate Land value.
14. The Owners covenant with the Developer inter-alia as follows :
- I. Not to cause any interference or hindrance in the construction of the said Building or Buildings at the said Premises by the said Developer.
 - II. Not to do any act deed or thing whereby the Developer may be prejudicially affected from the right of selling transferring dealing with and disposing of their allocation.
 - III. The Owners undertakes that at their own cost and expenditure make the Property free from all encumbrances with clear marketable title

mutate the Owners names at the Office of the Howrah Municipal Corporation and also B.L. & L. R.O. Government of West Bengal.

- IV. Not to let out grant lease mortgage and/or charge the said Premises or any portion, which falls under Developer's allocation without the consent in writing of the Developer during the subsistence of this Agreement.
- V. All rates and taxes and other out-goings in respect of the said premises till the date of handing over possession of the said Property or date of sanction of Plan which ever is earlier shall be for and to the account of the Owners and those accruing hereafter shall be for and to the account of the Developer till the completion of the New Building and thereafter shall be for and to the account of Purchaser or Purchasers or Occupier of the Flat/Flats.
- VI. It is also clarified that upon delivery of the possession of the Owners' allocation, the Owners have received total consideration price cost of the proportionate Land comprised in the said Premises and shall acknowledge the receipt thereof in favour of the Developer in full and final settlement of their respective consideration money as per terms and conditions contained in this Agreement.
- VII. The management, maintenance and providing services and amenities for the entire Complex in the said Premises will be carried out by the Owner and the Developer jointly till an Association of all the

occupants of the proposed Flats garage and shops is formed. After formation of the Association the responsibility of management and maintenance will be that of the proposed Association.

15. It is, however, clarified that nothing contained herein shall prevent the Developer to enter into the Agreement for sale of Flat/Flats in respect of Developers allocation.
16. As regards the day to day regular maintenance of the Building/Buildings is concerned, the Owners will hold their respective allocations on the same terms and conditions as the intending Flat Purchaser or purchasers assignee or assignees of the Developer area and the Developers for their unsold area would hold and shall pay maintenance charges and other outgoings in respect of their respective Flat/Flats proportionately only after and from the date of Owners get their area.
17. In case any additional area, any time in future can be constructed on the existing Building/Buildings in the said Premises, all rights and benefits thereof shall be for and to the account of the Owners and the Developer in accordance to their respective shares of allocation as specified herein.
18. The Developer shall complete the said Building complex in the said premises as per sanctioned plan within a period of 36 (Thirty Six)

months with a grace period of six months, from the date of obtaining the sanctioned Plan from the Howrah Municipal Corporation or from the date of obtaining vacant and peaceful possession of the said Property which ever is later. If the said Building is not completed within the above mentioned period then the Developer shall bound to pay Rs.1,00,000/= (Rupees One Lakh) only per month to the Owners towards compensation for stop gap period to be counted the same only after completion of the above mentioned 42 months, subject to force majeure.

- i. In the event of any party hereto committing breach of any of the terms and/or conditions herein contained the other party shall be entitled to compensation and/or damages.
19. The Developer or its nominee/nominees or Purchaser/ Purchasers after completion of the Building/Buildings shall punctually and regularly pay taxes to the authority concerned and shall keep the Owners indemnified against all claims, demand, actions, cost, charges and expenses and proceedings, whatsoever, directly and indirectly instituted against or suffered or incurred or paid by the owners in case of any default by the Developer and/or its nominee or nominees or purchaser or Purchasers in relation to their allocation.
 20. From the date of completion of the Building/Buildings under the project the Developer and/or it's nominee or nominees or Purchaser or Purchasers shall also be responsible and/or liable in the Building with

the Owners or the Purchaser or Purchasers or nominee or nominees in relation to the Flat/Flats belonging to their respective allocations proportionately for all common expenses.

21. It is expressly agreed and understood that in no event, the Owners shall be responsible and liable for payment of any dues of the Developer and the Developer shall keep the owners indemnified against all actions, suits, proceedings, cost charges and expenses in respect thereof.
22. The name of the Building or Buildings and/or the complex under the project will be decided by the Developer and the Owners jointly.
23. The Construction work shall be at sole risk and responsibility of the Developer. It is agreed that the Owners shall not be in any way responsible for technical and/or engineering defect in construction and/or other defects in workmanship and the Developer shall be solely responsible in this regard. It is specifically mentioned herein that in no event the Owners would be liable in any manner in connection of proposed project and it is further specifically mentioned that the Developers shall only be responsible for any construction in respect of proposed project. Be it mentioned hereto that the Developers shall always look after and responsible about the qualities of raw materials required for said construction and it also liable to any structural and engineering defect if to be occurred during or after the construction of the proposed project.

24. All the existing structures shall be demolished by the Owners at their own cost and entitled to sale all the Building materials and debris coming out from the above mentioned structures and the Owners alone is entitled to get above mentioned sale proceeds.

25. In case of acquisition or requisition of the Premises prior to the commencement of construction of the New Building, this Agreement shall come to an end and the Owners shall forth with pay to the Developer all the money taken by them as security deposit advance or otherwise without interest and also reimburse all the expenditure made by the Developer, certified by the Architect.
 - i. In case of acquisition or requisition of the Premises after the commencement of construction of the New Buildings, certified by the Architect of the Owner and prior to completion thereof, the Parties may accept the same and in such a case this Agreement shall come to an end and the Owners shall forthwith on receipt of the compensation money from the concerned authorities reimburse all costs of construction incurred by the Developer till then for construction of the New Buildings, and also refund the advance money received by them from the Developer. However, the Developer shall be at liberty to make efforts jointly with the Owners in objecting to acquisition and/or requisition and/or for enhancement and/or realization of the compensation money. In such a case this Agreement shall continue to

subsist until such objection is finally set aside by judicial pronouncement.

- ii. In case of acquisition or requisition of the Premises after construction and completion of the New Building, the Parties may accept the same and in such a case this Agreement shall come to an end and out of the total compensation awarded, the Owners shall be entitled to the entire compensation in respect of the Owners area. However the Developer shall be entitled to the entire compensation in respect of the Developers area. However, the Developer shall be at liberty to make efforts jointly with the Owners in objecting to the acquisition and/or requisition and/or for enhancement and/or realization of the compensation money. In such a case this agreement shall continue to subsist until such objection is finally set aside by judicial pronouncement.

26. **MAINTENANCE & HOLDING ORGANISATION :**

- i. The Owners and the Developer shall maintain at their Own respective costs their respective allotted areas upon the construction of same being completed and shall keep the same in good and habitable condition and shall not do or suffer to be done any thing in or to the Premises and/or the common portions of the New Buildings, which may be against the law or which will cause obstruction or interference to the user of such common portions. In this regard it is clarified that the

Owners liability shall arise only upon the Owners receiving possession of the Owners are.

- ii. For the purpose of maintenance, management and administration of the New Buildings and the Premises and rendition of the services in common to the Unit Owners of the New buildings and doing all other acts, deeds and things for the common purposes, the parties hereto shall jointly form or cause to be formed an Association or Society or Syndicate or Company hereafter called "THE HOLDING ORGANISATION" of the Unit owners. All the Unit Owners shall be obligated to become and shall be made the members of such Holding Organization, as early as possible. After the completion of the Project, the Developer and the and Owner shall hand over all deposits (after deducting there from all dues and/or all the amounts spent by them on behalf of the Unit Owners jointly and/or severally) and all matters arising in respect of the management of the Premises and particularly the common portions to the Holding Organization.
- iii. All the Unit Owners (including the Owners and the Developer herein) shall be made to agree to bear and pay proportionate share of the common expenses, maintenance charges, municipal rates and taxes and other outgoings in respect of the respective units to such Holding Organization or the persons or agency for the time being given the responsibility for the same by the Owners and the Developer, with

effect from the date of delivery of possession of the Unit Owners of their respective.

- iv. Upon completion of the New Building and/or Floors therein, from time to time, the Developer/Owners shall maintain and manage the same in accordance with such rules as may be framed by the Owners and the Developer and as be in conformity with other Buildings containing Ownership Flats. The Developer and the Owners and/or their respective nominees/transferees shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and putting in respect of the maintenance and management. Until such times the Holding Organization is formed, the Developer/Owners shall continue to remain responsible for maintenance of the common portions, amenities and facilities and rendition of the common services PROVIDED THAT the costs of maintenance are paid by all the Unit Owners in respect of their respective Units.
27. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration of two Arbitrators one each to be appointed by the respective Parties and shall be subject to arbitration as per Indian Arbitration and Conciliation Act, 1996 and statutory enactment or modification there under.

28. The original deeds and documents in respect of demise properties shall always remain with the Owners but they shall be liable to show or present those documents before the respective authority or person as and when the same will be required to show before them. Be it mentioned herewith that the Developer shall have no right to mortgage or pledge the demise land before any financial institution for taking loan of proposed project.
29. That the Owners shall have full right to sell, transfer or mortgage their allocation save and except reserved area at such rate to be fixed by them for that purpose and in such case developers shall have no right to say anything.
30. That from the date of agreement promoter/developer shall have full responsibility to pay all sorts of taxes, sanction fee, license fee inclusive of GST in respect of Developer's Allocation or any other government taxes if applicable for that project till the date of delivery of possession and Owners shall be liable for Income Tax, GST in respect of Owner's Allocation and all other taxes which is applicable on Owner's Allocation.
31. That the Second Party developer hereby indemnified the owners that from the date of taking the vacant position on the demise property till delivery of Owner's Allocation after completion of project the Developers shall have full responsibility and/or liability in respect of any kind of

incident, accident or injury of persons and properties in any manner whatsoever.

32. That the Developer hereby undertakes that they shall obtain all sort of requisite license, permission and sanction from the concerning authorities, required for starting and/or continuing proposed project in the demise property.

THE PART-I OF THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel revenue free land measuring 16 Cottahs 4 Chittacks as per physical possession shown in the Map annexed together with Building and structures thereon or on part thereof situate lying at being Premises No.22, Burnt Salt Gola Lane, in the town of Howrah, P.S. Golabari, Dist. Howrah butted and bounded as follows :-

ON THE NORTH : By Premises No. 21, Dobson Road, Howrah

ON THE EAST : By Burnt Salt Gola Lane.

ON THE SOUTH : By 7, Hardutt Rai Chamaria Road,

ON THE WEST : Partly by Premises No. 21, Dobson Road, Howrah

THE PART-II OF THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Land measuring more or less 3 Cottahs 2 Chittacks being 16 ft. wide strip of Land, being part of Premises No. 20, Dobson Road, Howrah-711001, P.S. Golabari, P.O. Howrah, and butted and bounded in the manner following, that is to say :

ON THE NORTH : By Premises No.21,Dobson Road, Howrah
ON THE SOUTH : By Premises No. 22,Dobson Road, Howrah
ON THE EAST : By Premises No. 22,Dobson Road, Howrah
ON THE WEST : By Dobson Road, Howrah

THE PART-III OF THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Land measuring more or less 19 Cottahs 6 Chittacks 16 ft. TOGETHER WITH 1400 Sq.ft. structure standing thereon at and being Premises No.22/1, Burnt Salt Gola Lane, Howrah-711001, P.S. Golabari, P.O. Howrah, and butted and bounded in the manner following, that is to say :

ON THE NORTH : By Premises No.21,Dobson Road, Howrah
ON THE SOUTH : By 7, Hardutt Rai Chamaria Road
ON THE EAST : By Hardutt Rai Chamaria Road (Burnt Salt Gola Lane)
ON THE WEST : By Dobson Road

**THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF WORK)**

1. **FOUNDATION** : RCC foundation and R.C.C. framed structure.
2. **BRICK WORK** : Brick work with specified plaster with plaster of paris.
3. **FLOORING** : Marble/Tiles.
4. **DOOR** : Frames of good quality sal wood and flush doors of commercial quality.
5. **WINDOWS** : All windows will be made of Aluminium sections fitted with glass panes and handles.
6. **KITCHEN** : Ceramic Tile over working Top upto 2',adequate storage space and sink. Black stone on working Top, Marble/Tiles Flooring.
7. **TOILET** : Cermic Tile (upto 5 feet height), Marble/Tiles Flooring, concealed piping for water, shower point, W.C. with cistern point. All the fittings will be of C.P. bras of genuine makes one wash basin in wach Flat.
8. **ELECTRICAL WIRING**: All wiring will be concealed with copper wire, 17 points of 5 AMP (which include points for geyser, refrigerator, telephone, exhaust and T.V.)
9. **WATER SUPPLY** : All Flats will have water, made available from overhead tanks, underground reservoirs have been provided for storage Deep tube-well have also been provided.
10. **COMMON PASSAGE** : In the Building shall be with flooring as in item 3 above.
11. **COMMON AREAS** : In the Building shall be with flooring of cemented checkered tiles.
12. **ROOF** : With water proofing treatment.
13. **DEEP TUBEWELL** : As approved by the Howrah Municipal Corporation.
14. **ALL OTHER FACILITIES** : If any, shall be provided at extra cost.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the days, month and year first above written.

SIGNED AND DELIVERED by the OWNERS at Howrah in the presence of :

1. *Surojit Ghosh*
Howrah Court

2. *Gour Basu*
Howrah Court

Surojit Ghosh
Gour Basu
Surojit Ghosh
Pran Kumar Ghosh
...

SIGNED AND DELIVERED by the DEVELOPER at Howrah in the presence of :

1. *Surojit Ghosh*
Howrah Court

2. *Gour Basu*
Howrah Court

TOPCON & COMPANY

Kamunir Partner.
TOPCON & COMPANY
Kumar Partner
TOPCON & COMPANY
Rakesh Jaiswal Partner.
TOPCON & COMPANY
Ranchi Dubey Partner
TOPCON & COMPANY
Nandan Jomani Partner
TOPCON & COMPANY
Banwari Lal Shawar Partner.

Drafted by me

Debabrata Banerjee

DEBABRATA BANERJEE
ADVOCATE

W.B./1167/1981
12/1, Lindsay street, Kolkata-700001

Received from the Developer a sum of Rs.1,00,00,000/= (Rupees One Core) only as per memo below.

MEMO OF CONSIDERATION


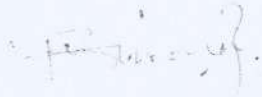






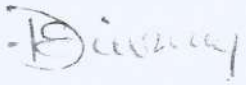






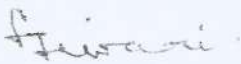










Date	Ch.No	Bank	In favour of	Amount
26.03.18	765360	CORPORATION BANK	BIRENDRA KUMAR TIWARY	10'00'000/=
26.03.18	835330	STATE BANK OF INDIA	BIRENDRA KUMAR TIWARY	10'00'000/=
26.03.18	765358	CORPORATION BANK	KRISHNA KUMAR TIWARY	10'00'000/=
26.03.18	528527	STATE BANK OF INDIA	KRISHNA KUMAR TIWARY	10'00'000/=
26.03.18	528526	STATE BANK OF INDIA	SORENDRA KUMAR TIWARI	10'00'000/=
26.03.18	765359	CORPORATION BANK	SORENDRA KUMAR TIWARI	10'00'000/=
26.03.18	359500	AXIS BANK	PREM KUMAR TIWARY	10'00'000/=
26.03.18	000002	KOTAK BANK	PREM KUMAR TIWARY	10'00'000/=
26.03.18	765361	CORPORATION BANK	DEVENDRA KUMAR TIWARI	4'00'000/=
26.03.18	359499	AXIS BANK	DEVENDRA KUMAR TIWARI	10'00'000/=
26.03.18	000003	KOTAK BANK	DEVENDRA KUMAR TIWARI	6'00'000/=

W1. - Surojit - shop
Howrah court























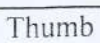




W2. - Gous Basmi
Howrah court

o ~~Prasenjit~~
o ~~Devendra~~
o ~~Prasen~~
o ~~Prasen Kumar Tiwary~~
o ~~Prasen~~


































Page No.

Signature of the executants/ Presentants					
 					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
 					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
 					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little







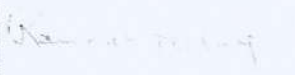























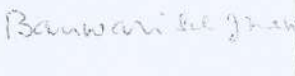





Page No.

Signature of the executants/ Presentants					
 <p><i>Dr. Ram Subramanian</i></p>					
	(Left Hand)				
					
	(Right Hand)				
 <p><i>Aswathi</i></p>					
	(Left Hand)				
					
	(Right Hand)				
	(Left Hand)				
					
	(Right Hand)				

Page No.

<p>Signature of the executants/ Presentants</p>  <p><i>K. Anand</i></p>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
 <p><i>K. Anand</i></p>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
 <p><i>Rakesh Jainwal</i></p>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

Page No.

Signature of the executants/ Presentants					
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little

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

GRN: 19-201718-020519493-1

Payment Mode Online Payment

GRN Date: 26/03/2018 10:57:23

Bank : Indian Bank

BRN : IB26032018057322

BRN Date: 26/03/2018 10:55:21

DEPOSITOR'S DETAILS

Id No. : 05011000085707/3/2018
[Query No./Query Year]

Name : Kamlesh Kumar Ray

Contact No. :

Mobile No. : +91 9831180074

E-mail :

Address : Golabari Howrah

Applicant Name : Mr Kamlesh Kumar Ray

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	05011000085707/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	75011
2	05011000085707/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	100046

Total

In Words : Rupees One Lakh Seventy Five Thousand Fifty Seven only

175057

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ABWPT3410C



नाम /NAME

BIRENDRA KUMAR TIWARY

पिता का नाम FATHER'S NAME

KESHO PRASAD TIWARY

जन्म तिथि DATE OF BIRTH

15-08-1951

हस्ताक्षर SIGNATURE

Birendra

Birendra

आयकर अधिकारी प.सं. 111

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

Birendra

आयकर विभाग
INCOME TAX DEPARTMENT



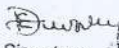
भारत सरकार
GOVT. OF INDIA

SHRI KRISHNA KUMAR TIWARY

KESHO PRASAD TIWARY

15/01/1953
Permanent Account Number

ADBPT2017Q


Signature



In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटाए :
आयकर पैन सेवा यूनिट, UTIISL
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABUPT3975C



नाम /NAME
PREM KUMAR TIWARY

पिता का नाम /FATHER'S NAME
KESHO PRASAD TIWARY

जन्म तिथि /DATE OF BIRTH
18-01-1963

हस्ताक्षर /SIGNATURE

Prem Kumar Tiwary

K.P.Tas

आयकर आयुक्त, प.अं.-XI

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

Prem Kumar Tiwary

इस कार्ड के खो / गिन जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / यापस कर दें
संबुद्ध आयकर आयुक्त(पन्द्रह एच तकनीकी),
पी-7,
चीवंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax(Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

आई. टी. लेखा संख्या / PERMANENT ACCOUNT NUMBER
ABIPT5227B



नाम / NAME
DEVENDRA KUMAR TIWARY

पिता का नाम / FATHER'S NAME
KESHO PRASAD TIWARY

जन्म तिथि / DATE OF BIRTH
19-01-1965

हस्ताक्षर / SIGNATURE
Devendra

आयकर आयुक्त, पी. 7
COMMISSIONER OF INCOME-TAX, P-7.



Devendra

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
सहायक आयकर आयुक्त,
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the Issuing authority :
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 069.

Devendra

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KAMLESH KUMAR RAY

RAMA KANT RAY

17/05/1970

Permanent Account Number

AGLPR2080C


Signature



In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTIISL

Plot No. 3, Sector 11, CBD Belapur,

Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें / लौटाये :

आयकर पैन सेवा यूनिट, UTIISL

प्लॉट नं. ३, सेक्टर ११, सी.बी.डी. बेलपुर,

नवी मुंबई-४०० ६१४.

आयकर विभाग
INCOME TAX DEPARTMENT
MANOJ KUMAR



भारत सरकार
GOVT. OF INDIA

SHYAM NANDAN SHARMA

18/11/1967
Permanent Account Number
AKRPK5277A

Manoj Kumar

Signature



19022010

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजील, सफायर चेंबर्स,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAKESH KUMAR JAISWAL

BANWARI LAL JAISWAL

01/03/1979

Permanent Account Number

ACRPJ8687P

Rakesh Kumar Jaiswal

Signature

177
3
M/77



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

RAMESH DUBEY

GUPTESHWAR DUBEY

10/12/1967

Permanent Account Number

AGKPD3200D

Ramesh Dubey

Signature



आयकर विभाग

INCOME TAX DEPARTMENT

NANDAN SOMANI

GOVINDRAM SOMANI



भारत सरकार

GOVT. OF INDIA

18/11/1971

Permanent Account Number

AKUPS2059R

Nandan Somani
Signature



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 Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटारें :

आयकर पैन सेवा यूनिट, UTIITSL

प्लॉट नं: ३, सेक्टर ११, सीबीडी बेलपुर,

नवी मुंबई-४०० ६१४

आयकर विभाग
INCOME TAX DEPARTMENT

BANWARI LAL JHAWAR
SOHAN LAL JHAWAR

07/01/1960
Permanent Account Number

ABJPJ7311F

B.L. Jhawar
Signature



भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SURENDRA KUMAR TIWARI
KESHU PRASAD TIWARI
01/01/1957



Permanent Account Number
ABQPT6902F



Tiwari
Signature

Tiwari

Major Information of the Deed

Deed No :	I-0501-02130/2018	Date of Registration	28/03/2018
Query No / Year	0501-1000085707/2018	Office where deed is registered	
Query Date	20/03/2018 5:51:59 PM	D.S.R.-I HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Kamlesh Kumar Ray Thana : Golabari, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. : 9831180074, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
Rs. 4,000/-	Rs. 6,81,74,190/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,061/- (Article.48(g))	Rs. 1,00,046/ (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Golabari, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Burn Salt Gola Lane, Premises No 22

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1			Bastu		16 Katha 4 Chatak	1,000/-	2,25,31,601/-	Property is on Road

District: Howrah, P S - Golabari, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Dobson Road, Premises No 20

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
2			Bastu		3 Katha 2 Chatak 16 Sq Ft	1,000/-	1,77,27,988/-	Property is on Road

District: Howrah, P S:- Golabari, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Burn Salt Gola Lane, Premises No 22/1

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
13			Bastu		19 Katha 6 Chatak	1,000/-	2,68,64,601/-	Property is on Road
Grand Total :					63.9742Dec	3,000 /-	671,24,190 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq Ft.	1,000/-	10,50,000/-	Structure Type: Structure



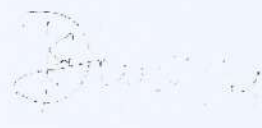
Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Total :	1400 sq ft	1,000 /-	10,50,000 /-
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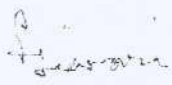
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Mr Birendra Kumar Tiwary Son of Late Keshaw Prasad Tiwary Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office	 28/03/2018	 LTI 28/03/2018	 28/03/2018




22/1, Hardutt Rai Chamaria Road, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABWPT3410C, Status :Individual, Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office

2	Name	Photo	Fingerprint	Signature
	Mr Krishna Kumar Tiwary Son of Late Keshaw Prasad Tiwary Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office	 28/03/2018	 LTI 28/03/2018	 28/03/2018




22/1, Hardutta Rai Chamaria Road, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADBPT2017Q, Status :Individual, Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office

3	Name	Photo	Fingerprint	Signature
	Mr Surendra Kumar Tiwary Son of Late Keshaw Prasad Tiwary Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office	 28/03/2018	 LTI 28/03/2018	 28/03/2018

22/1, Hardutta Rai Chamaria Road, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABQPT6902P, Status :Individual, Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office

Name	Photo	Fingerprint	Signature
Mr Prem Kumar Tiwary Son of late Keshaw Prasad Tiwary Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office			
	28/03/2018	LTI 28/03/2018	28/03/2018

22/1, Hardutt Rai Chamaria Road, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN : 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ABUP13975C, Status :Individual, Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office










Name	Photo	Fingerprint	Signature
Mr Devendra Kumar Tiwary Son of late Keshaw Prasad Tiwary Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office			
	28/03/2018	LTI 28/03/2018	28/03/2018

22/1, Hardutt Rai Chamaria Road, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN : 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ABPI1522/B, Status :Individual, Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office



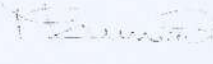
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Topcon And Company 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O:- Shibpur, P.S:- Shripur, Howrah, District:-Howrah, West Bengal, India, PIN - 711102 , PAN No.: AGLPR2080C, Status :Organization, Executed by: Representative



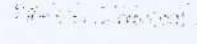
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Kamlesh Kumar Ray (Presentant) Son of Mr Ramakant Ray Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of : execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Mar 28 2018 3:03PM</td> <td>LTI 28/03/2018</td> <td>28/03/2018</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Kamlesh Kumar Ray (Presentant) Son of Mr Ramakant Ray Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of : execution: Office					Mar 28 2018 3:03PM	LTI 28/03/2018	28/03/2018
Name	Photo	Finger Print	Signature										
Mr Kamlesh Kumar Ray (Presentant) Son of Mr Ramakant Ray Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of : execution: Office													
	Mar 28 2018 3:03PM	LTI 28/03/2018	28/03/2018										



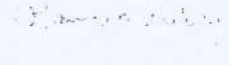
19, Kings Road, P.O:- Howrah, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGLPR2080C Status: Representative, Representative of: Topcon And Company (as partner)

2	Name	Photo	Finger Print	Signature
	Mr Manoj Kumar Son of Mr. Snyam Nandan Sharma Date of Execution 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office	 Mar 28 2018 3:04PM	 LTI 28/03/2018	 28/03/2018




106, Kiran Chandra Sinha Road, P.O:- Shibpur, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKRPK5277A Status: Representative, Representative of: Topcon And Company (as partner)

3	Name	Photo	Finger Print	Signature
	Mr Rakesh Kumar Jaiswal Son of Mr. Banwari Lal Jaiswal Date of Execution 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office	 Mar 28 2018 3:07PM	 LTI 28/03/2018	 28/03/2018




59, Kings Road, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACRPJ8687P Status: Representative, Representative of: Topcon And Company (as partner)

4	Name	Photo	Finger Print	Signature
	Mr Ramesh Dubey Son of Late Gupteswar Dubey Date of Execution 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office	 Mar 28 2018 3:07PM	 LTI 28/03/2018	 28/03/2018

19, Kings Road, P.O:- Howrah, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGKPD3200D Status: Representative, Representative of: Topcon And Company (as partner)

5	Name	Photo	Finger Print	Signature
	Mr Nandan Somani Son of Late Govind Ram Somani Date of Execution 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office	 Mar 28 2018 3:05PM	 LTI 28/03/2018	 28/03/2018

56/11, Kings Road, P.O:- Howrah, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKUPS2059R
 Status: Representative, Representative of: Topcon And Company (as partner)

6 Name	Photo	Finger Print	Signature
Mr Banwari Lal Jhawar Son of Late: Sonan Lal Jhawar Date of Execution: 28/03/2018, Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office	 Mar 28 2018 3:01PM	 LTI 28/03/2018	 28/03/2018

10, Dr. Anani Dutta Road, P.O:- Howrah, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABJPJ7311F Status: Representative, Representative of: Topcon And Company (as partner)

Identifier Details :

Name & address

Mr Gour Barui
 Son of Late: Upananda Barui
 Howrah Court, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, Identifier Of Mr Birendra Kumar Tiwary, Mr Krishna Kumar Tiwary, Mr Surendra Kumar Tiwary, Mr Prem Kumar Tiwary, Mr Devendra Kumar Tiwary, Mr Kamlesh Kumar Ray, Mr Manoj Kumar, Mr Rakesh Kumar Jaiswal, Mr Ramesh Dubey, Mr Nandan Somani, Mr Banwari Lal Jhawar

28/03/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Birendra Kumar Tiwary	Topcon And Company 5.3625 Dec
2	Mr Krishna Kumar Tiwary	Topcon And Company-5.3625 Dec
3	Mr Surendra Kumar Tiwary	Topcon And Company-5.3625 Dec
4	Mr Prem Kumar Tiwary	Topcon And Company-5.3625 Dec
5	Mr Devendra Kumar Tiwary	Topcon And Company-5.3625 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Birendra Kumar Tiwary	Topcon And Company-1.03858 Dec
2	Mr Krishna Kumar Tiwary	Topcon And Company-1.03858 Dec
3	Mr Surendra Kumar Tiwary	Topcon And Company-1.03858 Dec
4	Mr Prem Kumar Tiwary	Topcon And Company-1.03858 Dec
5	Mr Devendra Kumar Tiwary	Topcon And Company-1.03858 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Birendra Kumar Tiwary	Topcon And Company-6.39375 Dec
2	Mr Krishna Kumar Tiwary	Topcon And Company-6.39375 Dec
3	Mr Surendra Kumar Tiwary	Topcon And Company-6.39375 Dec
4	Mr Prem Kumar Tiwary	Topcon And Company-6.39375 Dec
5	Mr Devendra Kumar Tiwary	Topcon And Company-6.39375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Birendra Kumar Tiwary	Topcon And Company-280.00000000 Sq Ft
2	Mr Krishna Kumar Tiwary	Topcon And Company-280.00000000 Sq Ft
3	Mr Surendra Kumar Tiwary	Topcon And Company-280.00000000 Sq Ft
4	Mr Prem Kumar Tiwary	Topcon And Company-280.00000000 Sq Ft
5	Mr Devendra Kumar Tiwary	Topcon And Company-280.00000000 Sq Ft

On 20-03-2018

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 6 81 74,190/-

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

On 28-03-2018

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 14:24 hrs on 28-03-2018, at the Office of the D.S.R.-I HOWRAH by Mr Kamlesh Kumar Ray .

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

Execution is admitted on 28/03/2018 by 1. Mr Birendra Kumar Tiwary, Son of Late Keshaw Prasad Tiwary, 22/1, Hardutt Rai Chamaria Road, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 2. Mr Krishna Kumar Tiwary, Son of Late Keshaw Prasad Tiwary, 22/1, Hardutta Rai Chamaria Road, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 3. Mr Surendra Kumar Tiwary, Son of Late Keshaw Prasad Tiwary, 22/1, Hardutta Rai Chamaria Road, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 4. Mr Prem Kumar Tiwary, Son of Late Keshaw Prasad Tiwary, 22/1, Hardutt Rai Chamaria Road, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 5. Mr Devendra Kumar Tiwary, Son of Late Keshaw Prasad Tiwary, 22/1, Hardutt Rai Chamaria Road, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-03-2018 by Mr Ramesh Dubey, partner, Topcon And Company (Partnership Firm), 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O:- Shibpur, P.S:- Shibpur, Howrah, District:Howrah, West Bengal, India, PIN - 711102

Identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-03-2018 by Mr Nandan Somani, partner, Topcon And Company (Partnership Firm), 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O:- Shibpur, P.S:- Shibpur, Howrah, District: Howrah, West Bengal, India, PIN - 711102

Identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-03-2018 by Mr Banwari Lal Jhawar, partner, Topcon And Company (Partnership Firm), 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O:- Shibpur, P.S:- Shibpur, Howrah, District:Howrah, West Bengal, India, PIN - 711102

Identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-03-2018 by Mr Kamlesh Kumar Ray, partner, Topcon And Company (Partnership Firm), 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O:- Shibpur, P.S:- Shibpur, Howrah, District: Howrah, West Bengal, India, PIN - 711102

Identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O. Howrah, Thana Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-03-2018 by Mr Manoj Kumar, partner, Topcon And Company (Partnership Firm), 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O:- Shibpur, P.S:- Shibpur, Howrah, District: Howrah, West Bengal, India, PIN - 711102

Identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O. Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-03-2018 by Mr Rakesh Kumar Jaiswal, partner, Topcon And Company (Partnership Firm), 106 Kiran Chandra Sinha Road Block D1 D2, Block/Sector: Connector Ground Floor, P.O.- Shibpur, P.S:- Shibpur, Howrah, District: Howrah, West Bengal, India, PIN - 711102

Identified by Mr Gour Barui, , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,046/- (B = Rs 1,00,000/- ,E = Rs 14/- ,H = Rs 28/- ,M(o) = Rs 4/) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,046/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/03/2018 10:55AM with Govt. Ref. No: 192017180205194931 on 26-03-2018, Amount Rs: 1,00,046/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB26032018057322 on 26-03-2018, 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 75,011/

Description of Stamp

1. Stamp. Type: Impressed, Serial no 361458, Amount: Rs.50/-, Date of Purchase: 19/03/2018. Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/03/2018 10:55AM with Govt. Ref. No: 192017180205194931 on 26-03-2018, Amount Rs: 75,011/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB26032018057322 on 26-03-2018, Head of Account 0030-02-103-003-02

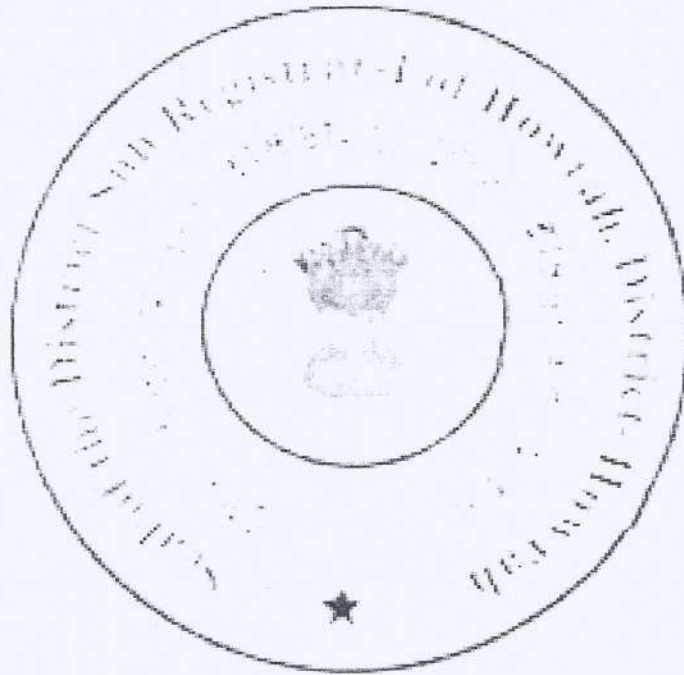
Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0501-2018, Page from 65616 to 65676

being No 050102130 for the year 2018.



Digitally signed by TAPAS DUTTA
Date: 2018.03.29 17:44:08 -07:00
Reason: Digital Signing of Deed.

Tapas Dutta

(Tapas Dutta) 3/29/2018 5:43:53 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
West Bengal.

(This document is digitally signed.)