1-6467/15 1824 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 ₹.5000 पाँच हजार रुपये **FIVE THOUSAND RUPEES** e registration, the signature sheets and পশ্চিমবঙ্গ पश्चिम बंगाल WEST 197724

the endorsement sheets attached with his document are part of this documen

Registration Act 1908
Registration 24 Pargana
Allpore, South 24

INDENTURE

THIS INDENTURE OF SALE made this the 26 day of August Two Thousand

FIFTEEN BETWEEN

1 1 AUG 2019 Santosh Kr. Dey ALIPUR POLICE COURT

Registration Act 1908

Mukhopadhyay by faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at 119. Bhupen Roy Road, P.S. Behala, Kolkata – 700 034 hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or Context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART. The Vendor herein is represented by her Constituted Attorney SRI ASHUTOSH MUKHOPADHYAY PAN ADTPM5416A, son of Late Prafulla Kumar Mukhopadhyay by faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at 119, Bhupen Roy Road, P.S. Behala, Kolkata – 700 034.

AND

PITAYA REALTY PRIVATE LIMITED (Pan AAICP1950D) a Company duly incorporated under the Companies Act, 1956, having its registered office BL-B, Flat No. A4, 1st Floor, 12, Banamali Ghoshal Lane, P.S. and Post Office: Behala, Kolkata – 700 034 and represented by its Authorised Signatory/Representative SRI BARUN PURKAIT son of Sri Prahallad Purkait by faith: Hindu, by Occupation: Business, by Nationality: Indian residing at Village: Daulatpur, Sardarpara, P.S. Bishnupur, District South 24 Parganas hereinafter referred to as the PURCHASER (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the OTHER PART.

WHEREAS ALL THAT piece and parcel of Sali land containing an area of 235 Decimals (153 Decimals of Sali land in Dag No. 33 and 82 Decimals of Land in Dag No. 34) be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R.



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Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas was originally belonged to one Sri Tarini Charan Mondal and his name was correctly published in the R.S. record of Rights.

AND WHEREAS the said Sri Tarini Charan Mondal died intestate leaving behind him surviving his three sons namely Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal and three daughters namely Smt Kamini Bor, Smt Durga Bor and Smt Tarangini Dhara nee Mondal as his heirs and legal representatives who became the joint owners of ALL THAT piece and parcel of Sali land containing an area of 235 Decimals (153 Decimals of Sali land in Dag No. 33 and 82 Decimals of Land in Dag No. 34) be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas.

AND WHEREAS the said Smt Kamini Bor died intestate leaving behind her surviving her husband Sri Sudhyana Kumar Bor and one son namely Sri Palan Chandra Bor and one daughter namely Smt Bijalibala Mal nee Bor as her heirs and legal representatives who became the joint owners of ALL THOSE 1/6th share in ALL THAT piece and parcel of Sali land containing an area of 235 Decimals (153 Decimals of Sali land in Dag No. 33 and 82 Decimals of Land in Dag No. 34) be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79 comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228,



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Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas.

AND WHEREAS by a Bengali Danpatra dated 4th day of March 1986 made between Sri Palan Chandra Bor and Smt Bijalibala Mal nee Bor therein referred to as the Donors of the One Part and Sri Digambar Mondal. Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal therein referred to as the Donees of the Other Part at and for the consideration therein mentioned the said Sri Palan Chandra Bor and Smt Bijalibala Mal nee Bor gifted, transferred, conveyed, assigned and assured unto and in favour of Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal ALL THAT piece and parcel of their share in total area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganasmore fully and particularly mentioned in the Schedule written therein. The said Bengali Danpatra was registered with the Sub-Registrar at Bishnupur and recorded in Book No. 1, Volume No. 16, Pages 459 to 464, Being No. 1397, for the year 1986.

AND WHEREAS by another Bengali Danpatra dated 4th day of March 1986 made between Smt Tarangini Dhara nee Mondal therein referred to as the Donor of the One Part and Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal therein referred to as the Donees of the Other Part at and for the consideration therein mentioned the said Smt Tarangini Dhara nee Mondal gifted, transferred, conveyed, assigned and assured unto and in favour of Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra



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Mondal ALL THAT piece and parcel of Sali land of their share in the total area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganasmore fully and particularly mentioned in the Schedule written therein. The said Bengali Danpatra was registered with the Sub-Registrar at Bishnupur and recorded in Book No. 1, Volume No. 16, Pages 471 to 475, Being No. 1399, for the year 1986.

AND WHEREAS by a Bengali Kobala dated 5th day of March 1986 made between Sri Sudhayana Kumar Bor therein referred to as the Vendor of the One Part and Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal therein referred to as the Purchasers of the Other Part at and for the consideration therein mentioned the said Sri Sudhayana Kumar Bor sold, transferred, conveyed, assigned and assured unto and in favour of Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal ALL THAT piece and parcel of Sali land containing an area of 13.05 Decimals out of the total area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganasmore fully and particularly mentioned in the Schedule written therein. The said Bengali Danpatra was registered with the Sub-Registrar at Bishnupur and recorded in Book No. I, Volume No. 17, Pages 321 to 328, Being No. 1455, for the year 1986.



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AND WHEREAS by a Deed of Gift dated 3rd day of June, 1986 made between Smt Durga Bor nee Mondal therein referred to as the Donor of the One Part and Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal therein referred to as the Donees of the Other Part at and for the consideration therein mentioned the said Smt Durga Bor nee Mondal gifted, transferred, conveyed, assigned and assured unto and in favour of Sri Digambar Mondal. Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal ALL THAT piece and parcel of Sali land in respect of her share in the total area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganasmore fully and particularly mentioned in the Schedule written therein. The said Deed of Gift was registered with the Sub-Registrar at Bishnupur and recorded in Book No. 1, Volume No. 44, Pages 369 to 377, Being No. 3722, for the year 1986.

AND WHEREAS thus the said Sri Digambar Mondal, Sri Balai Chandra Mondal and Sri Dayal alias Doyal Chandra Mondal became the owners of and/or are seized and possessed of and/or otherwise sufficiently entitled to ALL THAT piece and parcel of Sali land containing an area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas having the share of that the said Sri Dgambar Mondal became the owner of 84.86 Decimals of land, the said Sri Balai Chandra Mondal became the owner of 65.28 Decimals of land and Sri



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Dayal alias Doyal Chandra Mondal became the owner of 84.86 Decimals of land in the said Two Dags.

AND WHEREAS the said Sri Digambar Mondal, who during his life time was Hindu Governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his widow Smt Chandi Bala Mondal and four sons namely Sri Monoranjan Mondal, Sri Niranjan Mondal, Si Sudarshan Mondal and Sri Madhusudan Mondal and seven daughters namely Smt Maru Bala Dolui, Smt Astami Bala Mondal, Smt Saptami Rang, Smt Shasthi Mondal, Smt Panchami Bor, Smt Shyama Mondal and Smt Anima Bodhak as his heirs and legal representatives who became the joint owners of ALL THAT piece and parcel of Sali land containing an area of 84.86 Decimals of land out of the total area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas.

AND WHEREAS by a Indenture of Conveyance dated 11th day of March, 1998 made between Smt Chandi Bala Mondal, Sri Monoranjan Mondal, Sri Niranjan Mondal, Si Sudarshan Mondal, Sri Madhusudan Mondal, Smt Maru Bala Dolui, Smt Astami Bala Mondal, Smt Saptami Rang, Smt Shasthi Mondal, Smt Panchami Bor, Smt Shyama Mondal and Smt Anima Bodhak therein collectively referred to as the Vendors of the One Part and Smt Bratati Mukhopadhyay therein referred to as the Purchaser of the Other Part at and for the consideration therein mentioned the said Smt Chandi Bala Mondal, Sri Monoranjan Mondal, Sri Niranjan Mondal, Si Sudarshan Mondal, Sri Madhusudan Mondal, Smt Maru Bala Dolui, Smt Astami Bala Mondal, Smt



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Saptami Rang, Smt Shasthi Mondal, Smt Panchami Bor, Smt Shyama Mondal and Smt Anima Bodhak sold, transferred, conveyed, assigned and assured unto and in favour of Smt Bratati Mukhopadhyay ALL THAT piece and parcel of Sali land measuring an area of 18 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 and 48 Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganasmore fully and particularly mentioned in the Schedule written therein. The said Indenture of Conveyance was registered with the Additional District Sub-Registrar at Bishnupur and recorded in Book No. 1, Volume No. 2, Pages 401 to 416, Being No. 176, for the year 2001.

AND WHEREAS by another Indenture of Conveyance dated 11th day of March, 1998 made between Smt Chandi Bala Mondal, Sri Monoranjan Mondal, Sri Niranjan Mondal, Si Sudarshan Mondal, Sri Madhusudan Mondal, Smt Maru Bala Dolui, Smt Astami Bala Mondal, Smt Saptami Rang, Smt Shasthi Mondal, Smt Panchami Bor, Smt Shyama Mondal and Smt Anima Bodhak therein collectively referred to as the Vendors of the One Part and Smt Bratati Mukhopadhyay therein referred to as the Purchaser of the Other Part at and for the consideration therein mentioned the said Smt Chandi Bala Mondal, Sri Monoranjan Mondal, Sri Niranjan Mondal, Si Sudarshan Mondal, Sri Madhusudan Mondal, Smt Maru Bala Dolui, Smt Astami Bala Mondal, Smt Saptami Rang, Smt Shasthi Mondal, Smt Panchami Bor, Smt Shyama Mondal and Smt Anima Bodhak sold, transferred, conveyed, assigned and assured unto and in favour of Smt Bratati Mukhopadhyay ALL THAT piece and parcel of Sali land containing an area of 18 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 and 48 Police Station: Bishnupur, under



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Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganasmore fully and particularly mentioned in the Schedule written therein. The said Indenture of Conveyance was registered with the Additional District Sub-Registrar at Bishnupur and recorded in Book No. I, Volume No. 2, Pages 417 to 432, Being No. 177, for the year 2001.

AND WHEREAS the said Sri Dayal Chandra Mondal alis Doyal Chandra Mondal, who during his life time was Hindu Governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his widow Smt Behula Mondal and six sons namely Sri Hemanta Mondal, Sri Jayanta Mondal, Sri Bishnupada Mondal, Sri Ananta Mondal, Sri Prasanta Mondal, and Sri Sushanta Mondal, and three daughters namely Smt Kanan Bala Mondal, Smt Renuka Bar and Smt Supriya Patra as his heirs and legal representatives who became the joint owners of ALL THAT piece and parcel of Sali land containing an area of 84.86 Decimals of land out of the total area of 235 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag Nos. 33 and 34 appertaining to R.S. Khatian No. 228, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas.

AND WHEREAS by another Indenture of Conveyance dated 26th day of August, 2003 made between Smt Behula Mondal, Sri Hemanta Mondal, Sri Jayanta Mondal, Sri Bishnupada Mondal, Sri Ananta Mondal, Sri Prasanta Mondal, Sri Sushanta Mondal, Smt Kanan Bala Mondal, Smt Renuka Bar and Smt Supriya Patra therein collectively referred to as the Vendors of the One Part and Smt Bratati Mukhopadhyay therein referred to as the Purchaser of the Other Part at and for the consideration therein mentioned the said Smt Behula Mondal, Sri Hemanta



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AND WHEREAS the Vendor herein has mutated his name in L.R. record of Rights in L.R. Khatian No. 2902 in respect of Dag Nos. 33 and 34.

AND WHEREAS on approach of the Purchaser, the Vendor herein has agreed to sell and the Purchaser has agreed to purchase ALL THAT piece and parcel of Sali land containing an area of 10 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag No. 33 appertaining to L.R. Khatian No. 2902, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas at and for the consideration money of Rs.20,000/- (Rupees Twenty Thousand) only to the Vendor herein.

AND WHEREAS the Purchaser is a Company engaged in the business of development of real estate and is in the lookout for suitable land in and around the area where the land of the Vendor



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///situates and offers to the Vendor about their intention to purchase the said land form the Vendor partly against valuable consideration and partly against their promise to reconvey/allot/provide 29.5% of the total super built up constructed area to be erected by the Purchaser on such plot of land either severally or jointly with other companies or persons without making any demand for consideration from the present vendor and in that event such future re-conveyance/allotment/provisions shall constitute the final passing of consideration. So hereby purchasers proposed to make part payment of consideration and promised to make remaining part of consideration in future making the proposed transaction of sale as ostensible sale.

AND WHEREAS the Purchaser has also expressed its intention to the Vendor to Purchase the Scheduled property from the Vendor.

AND WHEREAS being satisfied with the proposal of the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase the scheduled property free from all encumbrances, charges, liens, lispendence, acquisitions, requisitions trusts of whatsoever nature at and for the consideration of Rs. 20,000/- (Rupees Twenty Thousand) only paid by the Purchaser to the Vendor and upon promise to re-convey/allot/provide 29.5% of the total super built up constructed area to be erected by the Purchaser on such plot of land including 29.5% of the Covered Car Parking Space (herein after be referred to as the Vendor's allocation) either severally or jointly with other companies or persons without making any demand for consideration from the present vendor making instant sale as an ostensible sale, within 5(Five) years from the date of obtaining the sanction of the building plan for the said total land to be sanctioned by the South 24 Pargnas Zila Parisad subject to force majeure and on the terms and



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conditions contained in an Agreement for Construction executed alongwith failing which the entire developed property upon the land hereby sold shall remain as a lien to the present Vendor as "VENDOR'S LIEN FOR UNPAID CONSIDERATION".

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the said Agreement and further in consideration of the said sum of Rs.20,000/- (Rupees Twenty Thousand) only, of the lawful money of the Union of India well and truly paid by the Purchaser to the VENDOR at or before the execution of these presents, (the receipt whereof the VENDOR do hereby admit and acknowledge to have received as per Memo of Consideration herein below and of and from the same and every part thereof the VENDOR do hereby for ever release discharge and acquit the Purchaser and the said property conveyed) and upon the Purchaser constructing and erecting the residential project comprising of multi-storied buildings together with open and covered car parking spaces on the said total land (hereinafter referred to as the said project) within 5(Five) years and an extension of time of 12 months from the date of obtaining the sanction of the building plan to be sanctioned by the South 24 Parganas Zila Parisad subject of force majeure and subject to promise to re-convey/allot/provide 29.5% of the total super built up constructed area to be erected by the Purchaser on such plot of land including 29.5% of the Covered Car Parking Space (herein after be referred to as the Vendor's allocation) either severally or jointly with other companies or persons without making any demand for consideration from the present vendor making instant sale as an ostensible sale, within 5(Five) years from the getting the sanctioned plan from the competent authority, without making any demand for consideration from the present vendor which shall constitute the future and final consideration of the instant sale, making the instant sale as an ostensible sale, the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser absolutely



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and forever ALL THAT piece and parcel of Sali land containing an area of 10 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag No. 33 appertaining to L.R. Khatian No. 2902, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas more fully and particularly described in the SCHEDULE hereunder written and hereinafter as well as hereinbefore referred to as "the SAID PROPERTY" with entirety of the VENDOR' right title and interest, whatsoever, in respect of the said property TOGETHER WITH all the structures and the things of whatsoever nature permanently attached to the said property or standing thereon pertaining to the said property and all areas sewers drains and water courses appertaining thereto and all the privileges, easements, profits, advantages, rights, and appurtenances, whatsoever, belonging or anywise appertaining thereto and usually held or enjoyed or reputed as part thereof, (more fully and particularly described in the SCHEDULE hereunder written) free from all encumbrances and charges whatsoever AND TOGETHER WITH the right to use all pathways and/or passage ways and/or entrances and exist for free ingress in and egress from the said property AND all the estates, rights, title, interest, inheritance, possession, use, trust, property, claim and demand whatsoever at law or otherwise of the VENDOR into or upon or in respect of the said Property or any and every part thereof hereby granted, sold, conveyed, assigned, assured and transferred TOGETHER WITH all deeds or pattahs and monuments, evidences of title, whatsoever exclusively relating to or concerning the said Property or any part thereof, which now are or hereafter shall or may be in the custody possession power or control of the VENDOR or any other person or persons from whom the VENDOR can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Property hereby granted



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sold, conveyed, transferred, assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever from all encumbrances and charges, whatsoever, and further subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Gram Panchayat other Public Body or Local Authority or Authorities in respect thereof.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:

- THAT NOTWITHSTANDING any act deed matter or thing by the VENDOR done executed
 or knowingly suffered to the contrary by the VENDOR or any of his predecessor-in-title, the
 VENDOR has now in himself good right, full and absolute power and authority to grant, convey
 and confirm the said property hereby granted, sold, conveyed, confirmed assigned, assured and
 transferred or expressed or intended so to be unto and to the use of the Purchaser.
- 2. THAT NOTWITHSTANDING any act deed or thing or committed by the Vendor or any of his predecessor-in-interest and the Vendor has good right full power and absolute authority to sell, grant, convey, transfer, assign and assure the said Scheduled Property and the rights, properties, appurtenances, thereto and the said Scheduled Property hereby sold transferred and conveyed unto and the Purchaser in the manner aforesaid;
- AND THAT the said Scheduled Property hereby sold, granted and conveyed or expressed so
 to be is now free from all encumbrances including but NOT limited charges, liens, lispendens,



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liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, right of pre-emption, exchange, trusts, adverse possession, debutter or any type of encumbrances whatsoever or howsoever made or suffered by the Vendor or any persons having or lawfully or equitably, claiming any estate or interest therein through under or in trust, for the vendor in the said Scheduled Property hereby sold conveyed in the manner aforesaid.

- 4. AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same every part thereof and Develop the said land by constructing and erecting the residential project comprising of multi-storied buildings together with open and covered car parking spaces on the said total land (hereinafter referred to as the said project) within 5(Five) years and an extension of time of 12 months from the date of obtaining the sanction of the building plan to be sanctioned by the South 24 Parganas Zila Parisad subject of force majeure and subject to promise to re-convey/allot/provide 29.5@ of the total super built up constructed area to be erected by the Purchaser on such plot of land including 29.5% of the Covered Car Parking Space (herein after be referred to as the Vendor's allocation) either severally or jointly with other companies or persons without making any demand for consideration from the present vendor (herein after be referred to as the Vendor's allocation) to the Vendor.
- 5. AND THAT the Vendor and all persons having or lawfully or equitably claiming any right title estate or interest in the said property or any part thereof by, from, through under or in trust



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for the Vendor or his legal representatives, executors, administrators and assigns or any of them or any of his predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such further and other lawful acts, deeds and things whatsoever for better and more perfectly effectually and absolutely gaining and assuring the said Scheduled Property unto and to the use and benefit of the said Purchaser forever in the manner as aforesaid, as the said Purchaser shall or may reasonably require.

6. AND THAT the Vendor or his predecessor-in-title had not at any time done or executed or knowingly suffered or been part to any act deed or things whereby and where under the said Scheduled Property hereby sold, granted, transferred, and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise.

AND THE PÜRCHASER DOTH HEREBY COVENANT WITH THE VENDOR

as follows:

- THAT the cost, charges and expenses for completion of the Project shall be borne and paid by the Purchaser.
- THAT the Purchaser shall at its own cost and expenses and without creating any financial
 or other liability on the Vendor construct, erect and complete the project in pursuant to
 the final plans to be sanctioned by the South 24 Parganas Zila Parisad.



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Registration Act 1908
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- 3. THAT the Purchaser shall complete the Project according to the sanctioned plan within 5(Five) years from the date of receiving the sanction plan with a grace period of twelve months, subject o the force majeure.
- 4. As per the Agreement dated \$26. \$2.15 between the Vendor and the Purchaser that the Purchaser shall develop the said land by constructing and erecting the residential project comprising of multi-storied buildings together with open and covered car parking spaces on the said total land (hereinafter referred to as the said project) within 5(Five) years and an extension of time of 12 months from the date of obtaining the sanction of the building plan to be sanctioned by the South 24 Parganas Zila Parisad subject of force majeure and subject to promise to re-convey/allot/provide 29.5% of the total super built up constructed area to be erected by the Purchaser on such plot of land including 29.5% of the Covered Car Parking Space (herein after be referred to as the Vendor's allocation) either severally or jointly with other companies or persons without making any demand for consideration from the present vendor. In case the Purchaser joins land with other companies or persons in developing the plot of land or in case the present plot of land gets amalgamated with other plots of land and becomes a part of a larger project in that case before doing such amalgamation the Purchaser shall settle the Vendor's allocation in writing.
- 5. As per the Agreement dated \$\mathcal{L}\ell, 8.15\$ between the Vendor and the Purchaser after completion of the said project the Purchaser shall at first demarcate and handover Vendor's allocation even before disposing its own allocation and re-transfer/reconvey/allot the same to the Vendor and shall not, under any circumstances encumber



Platfirst Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Registration 24 Parganas
Alpure, South 24 Parganas

and/or alienate the said portion. Any transfer from the Purchaser's allocation before retransfer/re-conveyance/handing over allotment of vendor's allocation shall be considered as invalid transfer.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Sali land containing an area of 10 Decimals be the same a little more or less situate lying at Mouza: Daulatpur, J.L. No. 79, comprised in R.S. Dag and L.R. Dag No. 33 appertaining to L.R. Khatian No. 2902, Police Station: Bishnupur, under Sub-Registry Office at Additional District Sub-Registrar at Bishnupur, within the local limits of the Kulerdari Gram Panchayat, District South 24 Parganas.



methot Sub-Registrar-1v Registrar U/S 7(2) of Registration Act 1908 Registration Act 1908 Alignate, South 24 Parganas Alignate, South 24 Parganas IN WITNESS WHEREOF the PARTIES hereto put and subscribe their respective hands and Seals the day month and year written above.

SIGNED, SEALED AND DELIVERED

in presence of:-

1. Rami Coung Date 33/4. on. B. Reed, Kal- 60

Ashutosh Mukhopadhyay
For Self and Constituted Attorney
of Bratati Mukhopadhyay

Signature of the VENDOR

2. Sk. Golam Rosuf 522, D.H. ROad 1 col-34

Authorised Signatory

Bourn prospert.

PITAYA REALTY PV TO.

Signature of the PURCHASER

Drafted by me

Alangir Roza Advocate

Alipore Judges Court

Kolkata - 700 027.

ALAMGIR REZA
Advocate
Alipare Judges Court,
teem No.-8 (New Shed)
Kolkate-27
Enroll. No.-F/119493



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Planting Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Registration Act 1908
Registration Act 24 Parganas
Registration 24 Parganas

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.20,000/-(Rupees Twenty Thousand) only being the full and final consideration of this Deed and upon completion of the said project the Purchaser shall at first demarcate and handover Vendor's allocation i.e. 29.5% of the total super built up area constructed and/or erected by the Purchaser and 29.5% of the Covered Car Parking Space or such additional or alternative benefits or portion, that the parties herein shall agree in writing in future, be handed over by the Purchaser herein to the Vendor herein without making any demand for consideration from the present Vendor, shall constitute the final and future transfer of consideration, per Memo below :-

MEMO:

By cheque

Z 20,000/-

TOTAL Rs. 20,000/-

(Rupees Twenty Thousand) only

of Bratati Mukhopadhyay

Signature of the VENDOR

1. Ram(Council Latte
2. En. Golam Rosuf
2.



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PISTRICE SUB-Registrar-1V
Registrar U/S 7(2) of
Registration Act 1908
Registration Act 1908
Alipered South 24 Parganas
Alipered South 24 Parganas

PAGE NO. SPECIMEN FORM FOR TEN FINGERPRINTS

[LITTLE FINGER	RING FINGER	MIDDLE	FINGER I	FORE FINGER	Тнимв
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L	Signature_				_		
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Signature Barun Rurkent.



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pastrict Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Registration Act 1908
Registration 24 Parganas
Rippere South 24 Parganas

TRUE COPY

FORM 60

(See third provise to of rule 114B)

Form of Declaration to be filed by a person who does not have either permanent account number or general index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 1148

1	. Full name and address of the declarant BARUN PORKATT
	DAULATPOR SARDARPARA, BISHNUPUR, KOLKAT
	Partinulars of transaction. Sale
3	Amount of the transaction 20,000
4	. Are you assessed to tax?
5	. If yes,
	1) Details of ward/Circle/Range where the last return of income was filed ?
	ii) Reasons for not having permanent account number / General Index Register
6	Details of the document being produced in support of address in column (1)
	BARUN PURKATT do hereby declare that what is seed above is true to the best of my knowledge and belief.
Ve	rifled today, theday of20
	u 26.08.2015
-	Barum purkait.
	Signature of the declarate.
ins	tructions : Documents which can be produced in support of the address are ;
•1	Ration Card b) Passport c) Oriving Lisence
4	Identity Card Issued by any Institution.
4)	Copy of the electricity bill or telephone bill'showing residential address,
n	Any document or communication issued by any authority of Central Government or local bodies showing residential address.
Z)	Any other documentary evidence in support of his address given in the declaration,





ELECTION COMMISSION OF INDIA -

ভারতের নির্বাচন ভামিশন

IDENTITY CAND পরিচয় পত্র

WB / 18 / 110 / 000 176



Elector's Name निवाहरकत नाप

Purakait Barun পুরকাইত বরুন

Father/Mother/ Husband's Name পিতা/মাতা/দামীর নাম

Prahallad প্রাধ্য

Sux Tiller

M

Age as on 1.1.1995

qt. 21

१८५८केक व्याप

23

Daviatpur Sardar Fara Daviatpur, Biahnupur, S.24 Pgs.

विकाना

भोजवर्व अवस्त लाखा,भोजवर्व, विकृष्ट,मा २६ जनगा ।

Facsimile Eignature Electoral Registration Officer निर्वादकनिरन्युत् आविकादिक

Für 110,-Bishnupur East(SC)

Assembly Constituency

১১०, विकृत्व वृद्(जना)

विश्वासम्बद्धाः निर्वाहतः । यस

Place,

Alipore

No.

আলিপুর

Date

06.09.95

ভায়িখ

24.60.00





Government of West Bengal Directorate of Registration & Stamp Revenue

0	e-A	ssessment Slip					
Query No / Year	16041000230256/2015						
Office where deed will be registered		PARGANAS, District: South 24	21/08/2015 11:15:03 AM				
Applicant Name	Alamgir Reza		34.00				
Address							
Applicant Status	Advocate	Alipore, Thana: Alipore, District: South 24-Parganas, WEST BENGAL					
Other Details	Mobile No. : 9874196499						
Transaction	[0101] Sale, Sale Docum						
Additional Transaction Details	[4308] Agreement [No of Agreement : 2]						
Set Forth value	Rs. 20,000/-						
		Total Market Value:	Rs. 13,47,500/-				
Stampduty Payable	Rs. 67,395/-	Stampduty Article:-	23				
egistration Fee Payable	Rs. 14,863/-						
	113. 14,003/-	Registration Fee Article:-	A(1), E, M(b), H				
xpected date of the resentation of Deed							
mount of Stamp Duty to be	Paid by Non Justice and						
utation Fee Payable	DLRS server done	Imp	Rs. 5,000/-				
emarks	DLRS server does not retur	n any Information					



1		L	and Details	5			
Sch No.	Property Location	Plot No & Khatian No Road Zone	0/	Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KULERDARI, Mouza: Daulatpur	RS Plot No 33 , RS Khatia No:- 2902			20,000/-	13,47,500/-	Proposed Use: Industrial Purpose, ROR: Shali
		S	eller Detail:	s			
SI No.	Name & Address		Status	0.33	xecution And mission Details	Other Details	
1	Smt Bratati Mukhopadhyay Wife of Mr Ashutosh Mukhopadhy 119 Bhupen Roy Rd, P.O:- Behala Behala, Kolkata, District:-South 24 Parganas, West Bengal, India, PII 743312	a, P.S:-	Individual	1	cuted by: rney,	Sex: Female, Hindu, Occupa Business, Citiz PAN No. AESI	ation: zen of: India,
31-		Atte	orney Deta	ils			
SL No.	Attorney Name & Address	Oth	Other Details		Execution And Imission Details	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	ney of
1	Mr Ashutosh Mukhopadhyay Son of Late Prafulla Kr Mukhopad 119 Bhupen Roy Rd, P.O:- Behala P.S:- Behala, Kolkata, District:-Sou 24-Parganas, West Bengal, India, I 700034	hyay Caste: Occup th Busine PIN - of: Ind	Male, By : Hindu, pation: ess, Citizen ia, PAN No. M5416A,			Smt Bratati Mu	khopadhyay
		В	yer Details			The residence	
SI No	. Name & Address (Organiza	ation)	Status	0.00	xecution And mission Details	Other Details	
1	Pitaya Realty Pvt Ltd BI B 12 Banamali Ghoshal Lane, F A4, P.O:- Behala, P.S:- Behala, Ko District:-South 24-Parganas, West India, PIN - 700034	lat No: olkata,	Organizatio n		cuted by: resentative,	PAN No. AAIC	P1950D,



SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr Barun Purkait, Designation: Authorized Signatory Son of Mr Prahallad Purkait Daulatpur Sardarpara, P.O:- Bishnupur, P.S:- Bishnupur, District:-South 24- Parganas, West Bengal, India, PIN - 743312	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. FORM 60,		Pitaya Realty Pvt Ltd
		Identifier Detail	s	
	Identifier Name & Address	Othe	r Details	Identifier of
Son o 28/1 . Alipor	amgir Reza of Mr Jahangir Reza Judges Court Rd, P.O:- Alipore, P.S:- re, Kolkata, District:-South 24-Parganas, Bengal, India, PIN - 700027	Sex: Male, By Cast Occupation: Advoc	e: Muslim, ate, Citizen of: India,	Mr Ashutosh Mukhopadhyay, Mr Barun Purkait

For Information only

Note:

- 1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
- 2. Query is valid for 30 days for e-Payment only. Assessed market value is valid for 44 days.
- Standard User charge of Rs. 175/-(Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
- Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
- This e-Assessment report is to be signed by all Sellers and Buyers.

the particulars of such transaction.

- 6. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
- Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
 If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein
- 8. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area)
- If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

(Tridip Misra)
DISTRICT SUB-REGISTRAR



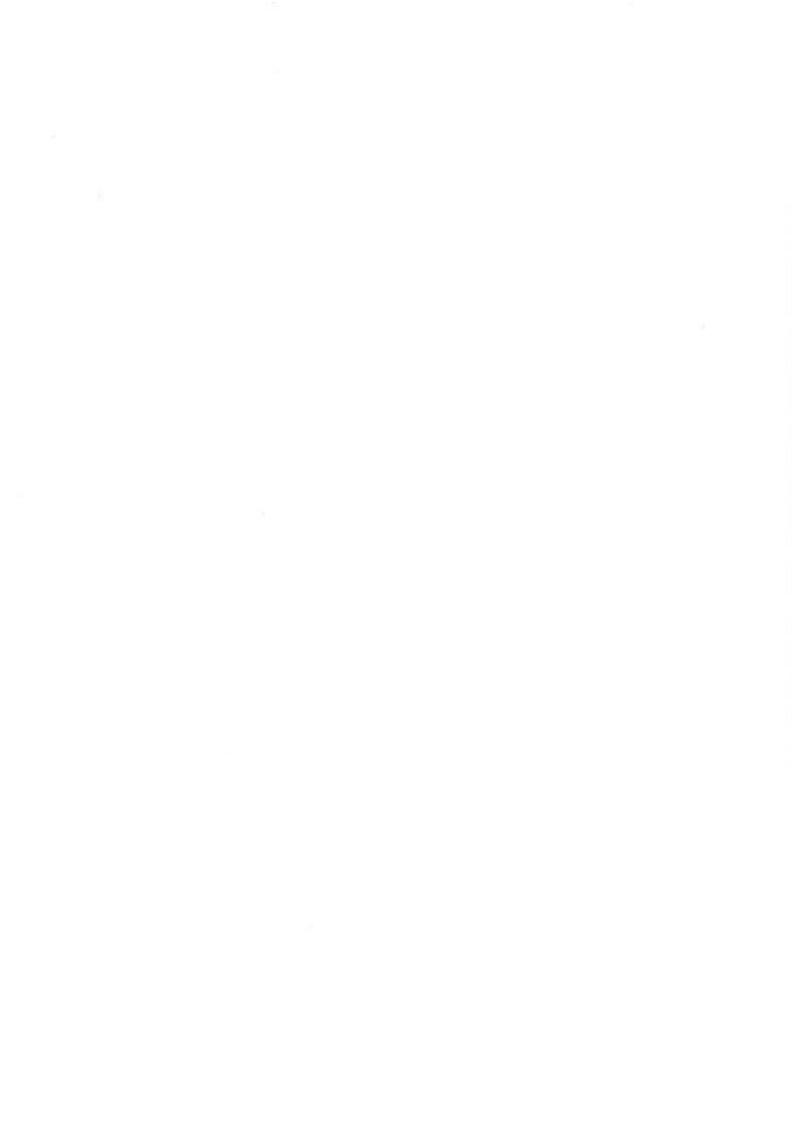
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS South 24-Parganas, West Bengal



Seller, Buyer and Property Details

A. Seller & Buyer Details

	Seller Details			
SL No.	Name, Address, Photo, Finger pri	nt and Signature		
1	Smt Bratati Mukhopadhyay Wife of Mr Ashutosh Mukhopadhyay 119 Bhupen Roy Rd, P.O:- Behala, P.S:- Behala, Kolkata, Dist PIN - 743312 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen Status: Self Represented by her constituted attorney as given below:-			
1(1)	Mr Ashutosh Mukhopadhyay Son of Late Prafulla Kr Mukhopadhyay 119 Bhupen Roy Rd, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADTPM5416A, Status: Attorney	8/26/2015 2:11:21 PM hrs	LTI 8/26/2015 2:11:26 PM hrs	
A Ch. co.	Date of Execution : 26/08/2015 Date of Admission : 26/08/2015 Place of Admission of Execution : Office	Shitad Interpretyry	:11:47 PM hrs	



	Buyer Details		
SL No.	Name, Address, Photo, Finger prin	at and Signature	
1	Pitaya Realty Pvt Ltd BI B 12 Banamali Ghoshal Lane, Flat No: A4, P.O:- Behala, P.S Parganas, West Bengal, India, PIN - 700034 PAN No. AAICP1950D, Status: Organization Represented by representative as given below:-	S:- Behala, Kolkata, Dist	rict:-South 24-
1(1)	Mr Barun Purkait, Authorized Signatory Son of Mr Prahallad Purkait Daulatpur Sardarpara, P.O:- Bishnupur, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 743312 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. FORM 60, Status: Representative Date of Execution: 26/08/2015 Date of Admission: 26/08/2015	8/26/2015 2:11:53 PM hrs	LTI 8/26/2015 2:11:58 PM hrs
	Place of Admission of Execution : Office		12:21 PM hrs

B. Identifire Details

	Identifier Details				
SL No.	Identifier Name & Address	Identifier of	Signature		
1	Mr Alamgir Reza Son of Mr Jahangir Reza 28/1 Judges Court Rd, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Muslim, Occupation: Advocate, Citizen of: India,	Mr Ashutosh Mukhopadhyay, Mr Barun Purkait	Hamy Roff Adv 8/26/2015 2:12:36 PM hrs		

C. Transacted Property Details



		Land De	tails			D-tella
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)		Other Details
L1	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KULERDARI, Mouza: Daulatpur	RS Plot No:- 33 , RS Khatian No:- 2902	10 Dec	20,000/-	13,47,500/-	Proposed Use: Industria Purpose, ROR: Shali

D. Applicant Details

Det	ails of the applicant who has submitted the requsition form
Applicant's Name	Alamgir Reza
Address	Alipore, Thana: Alipore, District: South 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number: I - 160406467 / 2015

Query No/Year

16041000230256/2015

Serial no/Year

1604006824 / 2015

Deed No/Year

1 - 160406467 / 2015

Transaction

[0101] Sale, Sale Document

Name of Presentant

Mr Barun Purkait

Presented At

Office

Date of Execution

26-08-2015

Date of Presentation

26-08-2015

Remarks

On 21/08/2015

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 13,47,500/-

(Tridip Misra)

DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS**

South 24-Parganas, West Bengal

On 26/08/2015

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: 23 of Indian Stamp Act 1899.

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

Presented for registration at 13:27 hrs on: 26/08/2015, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Barun Purkait ,.

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

Execution is admitted on 26/08/2015 by

Mr Barun Purkait, Authorized Signatory, Pitaya Realty Pvt Ltd , BI B 12 Banamali Ghoshal Lane, Flat No: A4, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034 Indetified by Mr Alamgir Reza, Son of Mr Jahangir Reza, 28/1 Judges Court Rd, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Muslim, By Profession Advocate

Executed by Attorney

Execution by

Mr Ashutosh Mukhopadhyay, 119 Bhupen Roy Rd, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034

as the constituted attorney of

1. Smt Bratati Mukhopadhyay, 119 Bhupen Roy Rd, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 743312

Indetified by Mr Alamgir Reza, Son of Mr Jahangir Reza, 28/1 Judges Court Rd, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Muslim, By

Profession Advocate

is admitted by him

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,863/- (A(1) = Rs 14,817/-, E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 14,863/-

Description of Draft

1. Rs 14,863/- is paid, by the Draft(8554) No: 810876000426, Date: 25/08/2015, Bank: STATE BANK OF INDIA (SBI), BEHALA.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 67,395/- and Stamp Duty paid by Draft Rs 62,395/-, by Stamp Rs 5,000/-

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 3697, Purchased on 11/08/2015, Vendor named Santosh Kr Dey.

Description of Draft

1. Rs 62,395/- is paid, by the Draft(other) No: 810884000426, Date: 26/08/2015, Bank: STATE BANK OF INDIA (SBI), BEHALA.

(Tridip Misra)

DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-

PARGANAS

South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2015, Page from 64660 to 64688 being No 160406467 for the year 2015.



Digitally signed by TRIDIP MISRA Date: 2015.08.27 17:27:00 -07:00 Reason: Digital Signing of Deed.

(Tridip Misra) 27/08/2015 17:26:59 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)