D.S.R. II Alipore I-VIII/1602/2018 Reg — Index no. 3204 year 2018

भारतीय गैर न्यायिक

भारत

दस रुपये

रु.10

TEN RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

20AB 603295

1426

Date 02-04-18

F(I) 2-00

F(II) 2-00

G(i) 142-00

G(ii) .....

Plan Computing Charge .....

Scan Charge .....

Miscellaneous 20-00

Total Rs. .....

Dist. Sub-Register-II
South 24-Parganas Alipore

02 APR 2018

212741

Sl. No. .....
Name : P. DAS, Advocate
Address : High Court, Kolkata

Rs. .....
Kolkata Co...
11, N... Kr. Saha
Kolkata - 1
26 FEB 2018

04074/18

I 03204/18

भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

V 842811

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

District Sub-Registrar-II
Alipore, South 24 Parganas

19 MAR 2018

AGREEMENT

This agreement is made on 31st day of Oct ,2017

MR. TUSHAR KANT MALL, (PAN- AJEPM0259J), son of late Raj Prakash Mall, residing at 2, Palm Avenue, May fair Towers, P.O.- Ballygunge, P.S.- Karaya, Kolkata- 700019, being Co-owner of the property and hereinafter referred to as the **FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns)

AND

4341 12 OCT 2017.

No.....Rs.-50/- Date.....
Name:-B. C. LAHIRI
Advocate
Address:-Alipore Judges' Court, Kol-27
Alipore Collectorate [illegible] (S)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27
Vendor .....

976

THUMB - IMPRESSION
PERMENSED WITH

MERLIN PROJECTS LTD
Director

D.S.R.-II
District Sub-Registrar-II
Alipore, South 24 Parganas

22 FEB 2018

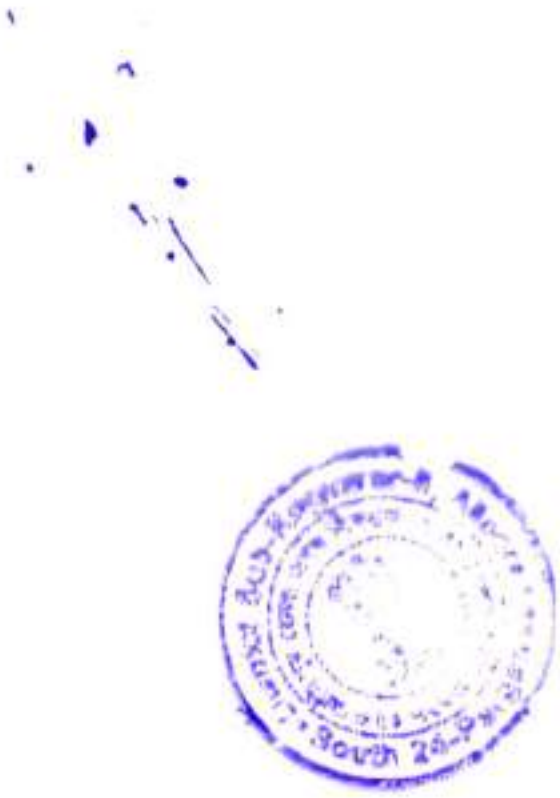
Subhankar Das
Subhankar Das
Alipore Police Court

MERLIN PROJECTS LIMITED, (PAN- AACCM0505B), a company within the meaning of the Companies Act 1956, having its registered office at 22, Prince Anwar Shah Road, Police Station-Charu Market, Kolkata-700033, represented by its Director **Sri Dilip Choudhary, (PAN- ACNPC6581F)**, son of Late Chhedi Lal Choudhary, being the **DEVELOPER** and hereinafter referred to as the **SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office/interest and assigns).

AND WHEREAS Vishnu Prakash Mall was the Co-owner to the extent of 1/32 share in all that the premises no. 1, No. Raja Ram Mohan Roy Road, Kolkata- 700041, morefully and particularly mentioned in Schedule I. The said Mr. Vishnu Prakash Mall along with other Co-Owners of the property agreed to develop the same with M/s Merlin Projects Ltd., the Developer herein. The said Mr. Vishnu Prakash Mall entered into a Development Agreement dated 3rd day of September, 2014 recorded in Book No. I, CD Vol. No. 25, Page from 1986 to 2038 duly registered before the District Sub Registrar II, South 24 Parganas, Alipore being no. 7719 for the year 2014.

AND WHEREAS the said Vishnu Prakash Mall was entitled to assign his rights, assigned and transferred his share to Tushar Kant Mall, in his place and stead subject to assignee shall abide by the terms and conditions of the aforesaid development agreement dated 3rd day of September, 2014.

AND WHEREAS the said Vishnu Prakash Mall subsequently has assigned his 1/32 share in the property mentioned in Schedule I to Tushar Kant Mall by a Deed of Gift being registered no. 7797 of 2016 dated 2nd day of August, 2016 recorded in Book No. I, CD Vol. No.1602-2016, Page from 228429 to 228447 before the DSR-II, South 24 Parganas, Alipore for natural love and affection/ as a close family member.it has been agreed conditions with the said Vishnu Prakash Mall, the assignee would



be bound by the terms and conditions in the development dated 3rd day of September 2014, similarly Vishnu Prakash Mall further agreed to abide by all the terms and conditions and fulfill all the obligations as mentioned in the said development agreement and thereby stepped into the shoes of the said Vishnu Prakash Mall for the aforesaid 1/32th share in the property.

AND WHEREAS The said Tushar Kant Mall, also got one more share, which is 1/32 share, as assignment from other co-owner Smt. Kalpana Devi Mall and Smt Santosh devi Mall, mother of Sri Tushar Kant Mall is also co-owner in the property having 1/32 share. Each 1/32 share is having same amount of area as entitlement with same type of rights and obligation.

Subsequent to the development agreement, M/s Merlin Projects Ltd. has prepared a building plan and has obtained sanction of the same. The area statement along with entitlement of owners share is calculated and mentioned in the allotment letter dated 30th day of June, 2017.

Subsequent to the aforesaid Assignment and sanction plans, it is agreed between the parties to record the aforesaid Assignment and allocation of the 1st Party in the proposed scheme and it is hereby therefore recorded by and between the parties as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the said Tushar Kant Mall has now stepped in the shoes of the Assignor and it is hereby recorded that the said Tushar Kant Mall shall be entitled to the benefits of the aforesaid development agreement.

2. The said Tushar Kant Mall has further agreed to abide by all the terms and conditions as mentioned in the development agreement.

3. In the aforesaid development agreement, the parties agreed to allocate the respective areas of their share. Under the Development Agreement, Shri Tushar Mall, party hereto of the 1st Part was entitled to an area of 4162.77 sft. Built up Area and 352.93 sft. Terrace Area as described in the Schedule-II of this agreement, subject to adjustment of the pro-rata cost of vacating occupiers from the said premises and other payments. Further an area of 83.65 sft is also allocated to to 1st party out of commercial area. Further the first party is also being allotted as 4.66 nos. covered car parking slots.

4. Further, the Developer is paying Security Deposit of Rs.20,00,000/- (Rupees Twenty Lacs) only out of which Rupees 10,00,000/- paid earlier and now Rupees 10,00,000/-(Rupees Ten Lacs) only is paid which will be refunded by the owner to the developer after completion of the construction.

Therefore, the net receivable area is being given as per the table given below:

DESCRIPTION	FLAT BUILT UP AREA WITH CUP BOARD (In Sq.ft)	TERRACE AREA (FULL) (In Sq.ft)
DETAILS OF ENTITLEMENT (1/32TH SHARE)	4162.77	352.93
commercial area entitlement Plus car parking slots	83.65 4.66 nos (Covered)	

5. The Developer has allotted 4 Nos. of flats and respective terrace Area, 5 nos covered car parking and commercial areas as described in in the letter of allotment dated 30th day of June, 2017.

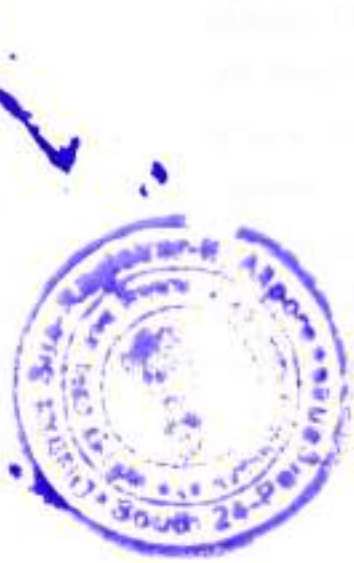
6. In the circumstances, the Developer has further provided 403.17 sqft area, which is residual of entitlement of 1st Party being 368.17 sqft Built-up area and 35 sqft Terrace Area as undivided share in Flat No. 9F measuring 801 sqft Built-up Area and 70 sqft terrace Area, for residual car park share being 0.66 no., total 2 nos covered car-parking is being allotted jointly share of Sri Tushar Kant mall and share of Smt Santosh Devi Mall.

7. The balance Area of the said flat number 9F will be adjusted against the entitlement of share owned by Smt. Santosh Devi Mall, mother of 1st Party.

8. That an area of 65.19 sqft for residential flat and 55.93 sqft of terrace area(50% salable) still remains unallocated and as such for that the Developer will compensate the 1st party by sale consideration to be calculated at Rs. 7315/sqft amounting to Rs. 6,81,441/-. Further the 1st party shall also get the actual net sales value (less 4% marketing cost) of its undivided share in commercial area.

9. In the circumstances, the Flat No. 9F and 2 covered car-parks is being jointly allotted to Shri Tushar Kant Mall and Smt. Santosh Devi Mall.

10. That as mentioned in the Development agreement Article-XVII, Clause no. 17.1, the Developer shall be entitled to collect proportionate charges for CESC Transformer/ HT services, Generator connection to the flat, recreational facilities including CLUB membership, forming of holding organization/ Associations, maintenance charges esteemed for one year etc. (Collectively EDC) from the customers of allocations of space of owners as well as Developer. As such the owners shall on or before possession shall ensure payments of aforesaid amount to be made to Developer by the ultimate customers of flats/commercial space. In case the Owners decide to retain some space in the project, the payment for such portion shall be made by Owners for such retained area.



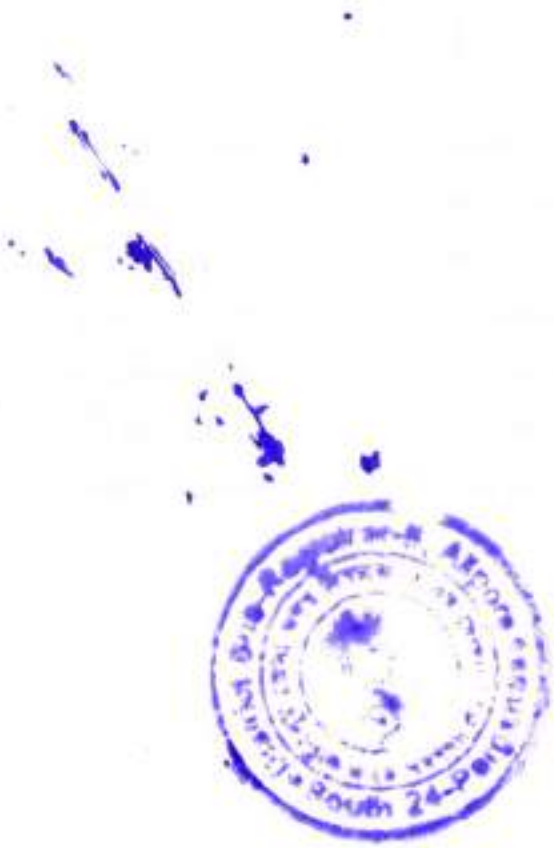
11. The said Tushar Kant Mall has also agreed to execute a Power of Attorney in favour of the Developer like manner as the co-owner has earlier executed.

12. The Developer shall be entitled to take a project loan by creating a charge on the property. However, it is agreed that there will be no charge or mortgage on area sharing receivables by the Co-owner.

In consideration of the aforesaid assignment and further consideration of the co-owner agreeing to abide by all the terms and conditions as mentioned in the earlier development agreement, the said co-owner shall be entitled to the benefits of the development agreement as mentioned in those development agreements and the developer shall handover constructed area as per the specifications agreed in the Third Schedule of the aforesaid Development Agreement, consists of the flats and other areas.

SCHEDULE

ALL THAT undivided share of the piece and parcel of land containing by estimation an area of 6 Cottahs 2 Chattaks (more or less) equals to **10.367** Decimals out of total land area 3 acres 32 Decimals (more or less) comprised in R.S. Dag Nos. 472,473,474,475 and 476 under Khatian Nos. 411, 412 and 420 in Mouza Siriti J.L. No.11 being Premises No.1, Raja Ram Mohan Roy Road (formerly 2 and 4 Biren Roy Road and also 135, Raja Ram Mohan Roy Road), Police Station Behala, Kolkata 700 041, under ward No. 121, Borough No.14 of Kolkata Municipal Corporation, together with structures standing thereon.



IN WITNESS WHEREOF the parties have set and subscribed its hand and seals the day, month and year first above written

SIGNED AND DELIVERED BY THE PARTIES at Kolkata

in the presence of:

1. Sanjoy Kumar Ram
Alipore Police Court
Kol-27

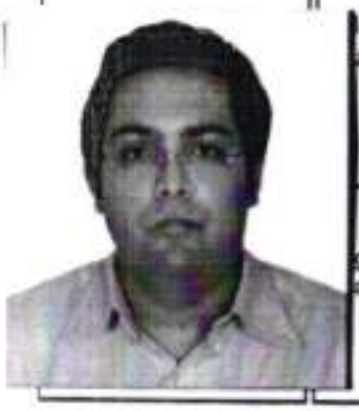
First Party

2. Suraj Chakraborty
22, Prince Anwar Shah
Road, Kol - 33

MERLIN PROJECTS LTD
Director

Second Party

Drafted by me
Advocate
W.B. 451 of 2004
Calcutta High Court



	Thumb	Index Finger	Mid Finger	Ring Finger	Little Finger
left hand					
right hand					

Name: .....

Signature: .....

	Thumb	Index Finger	Mid Finger	Ring Finger	Little Finger
left hand					
right hand					

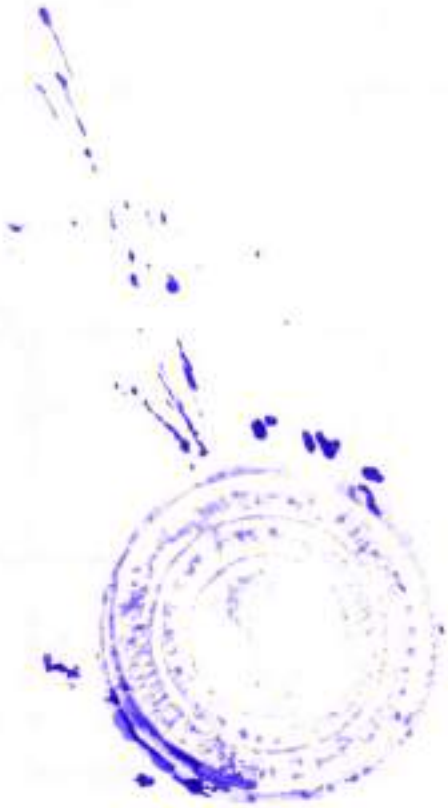
Name: .....

Signature: .....

		Thumb	Index Finger	Mid Finger	Ring Finger	Little Finger
PHOTO	left hand					
	right hand					

Name: .....

Signature: .....




आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
TUSHAR KANT MALL
RAJ PRAKASH MALL
05/01/1978
Permanent Account Number
AJEPM6259J
Signature


ACNPC6561F


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
MERLIN PROJECTS LIMITED
11/10/1984
Permanent Account Number
AACCM0505B
Signature

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

GRN: 19-201718-018256613-1
GRN Date: 22/02/2018 17:35:13
BRN : IB22022018051277

Payment Mode Online Payment
Bank : Indian Bank
BRN Date: 22/02/2018 17:35:32

DEPOSITOR'S DETAILS

Id No. : 16020000184919/5/2018
[Query No./Query Year]

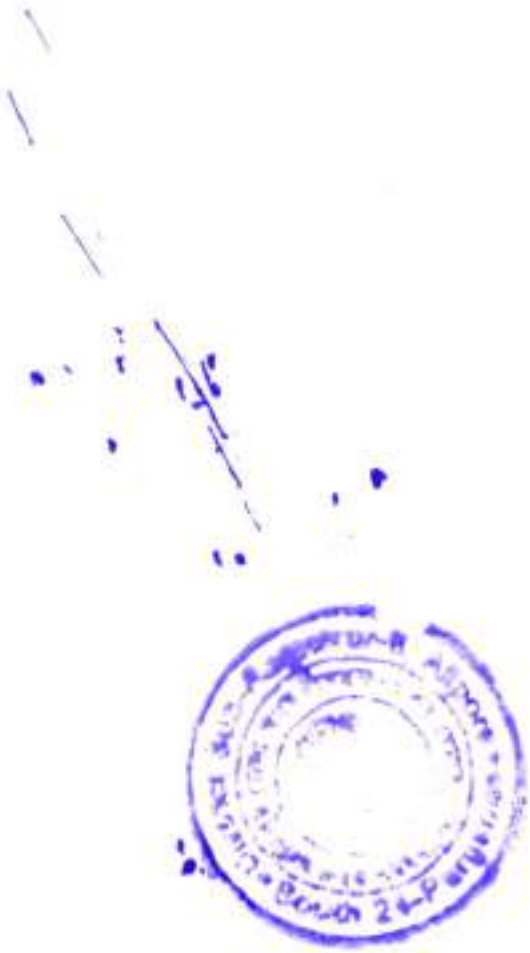
Name : Mr Tushar Kant Mall
Contact No. :
Mobile No. : +91 9830614446
E-mail :
Address : 2 Palm Avenue May Fair Ballygung Kolkata 700019
Applicant Name : Mr Bapi Das
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAID

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16020000184919/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	16020000184919/5/2018	Property Registration- Registration Fees	0030-03-104-001-16	10053
		Total		30074

In Words : Rupees Thirty Thousand Seventy Four only



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1602-0000184919/2018	Office where deed will be registered
Query Date	05/02/2018 3:58:17 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24 -Parganas
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830373677, Status :Advocate	
Transaction		Additional Transaction
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]
Set Forth value		Market Value
Rs. 2/-		Rs. 1,12,91,092/-
Total Stamp Duty Payable(SD)		Total Registration Fee Payable
Rs. 20,021/- (Article 48(g))		Rs. 10,053/- (Article:E, E, B, M(b), H)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)	

Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani -- Netaji Sarak Crossing Premises located on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Premises No. 1, Ward No: 121

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 2 Chatak	1/-	1,12,01,092/-	Property is on Road
	Grand Total :				10.1063Dec	1/-	112,01,092 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	300 sq ft	1 /-	90,000 /-	

Major Information of the Deed

Deed No :	I-1602-03204/2018	Date of Registration	19/03/2018
Query No / Year	1602-0000184919/2018	Office where deed is registered	
Query Date	05/02/2018 3:58:17 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830373677, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,12,91,092/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,071/- (Article:48(g))		Rs. 10,053/- (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: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani -- Netaji Sarak Crossing Premises located on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Premises No. 1, Ward No: 121

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L1			Bastu		6 Katha 2 Chatak	1/-	1,12,01,092/-	Property is on Road
	Grand Total :				10.1063Dec	1 /-	112,01,092 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	300 sq ft	1 /-	90,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**TUSHAR KANT MALL (Presentant)** Son of Late Raj Prakash Mall 2 No. Palm Avenue, May Fair Towers, P.O:- Karaya, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AJEPM0259J, Status :Individual, Executed by: Self, Date of Execution: 31/10/2017 , Admitted by: Self, Date of Admission: 22/02/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 31/10/2017 , Admitted by: Self, Date of Admission: 22/02/2018 ,Place : Pvt. Residence

Major Information of the Deed :- I-1602-03204/2018-19/03/2018

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**MERLIN PROJECTS LIMITED** 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr Dilip Choudhary** Son of Late Chhedi Lal Choudhary 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACNPC6581F Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Director)

Identifier Details :

Name & address
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of TUSHAR KANT MALL, Mr Dilip Choudhary

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	TUSHAR KANT MALL	MERLIN PROJECTS LIMITED-10.1062 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	TUSHAR KANT MALL	MERLIN PROJECTS LIMITED-300.00000000 Sq Ft

Endorsement For Deed Number : I - 160203204 / 2018

Major Information of the Deed :- I-1602-03204/2018-19/03/2018

On 05-02-2018

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 1,12,91,092/-

Rina Chaudhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 22-02-2018

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

Presented for registration at 15:30 hrs on 22-02-2018, at the Private residence by TUSHAR KANT MALL ,Executant.

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

Execution is admitted on 22/02/2018 by TUSHAR KANT MALL, Son of Late Raj Prakash Mall, 2 No. Palm Avenue, May Fair Towers, P.O: Karaya, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Others

Indetified by Mr Saroj Kumar Ram, , , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

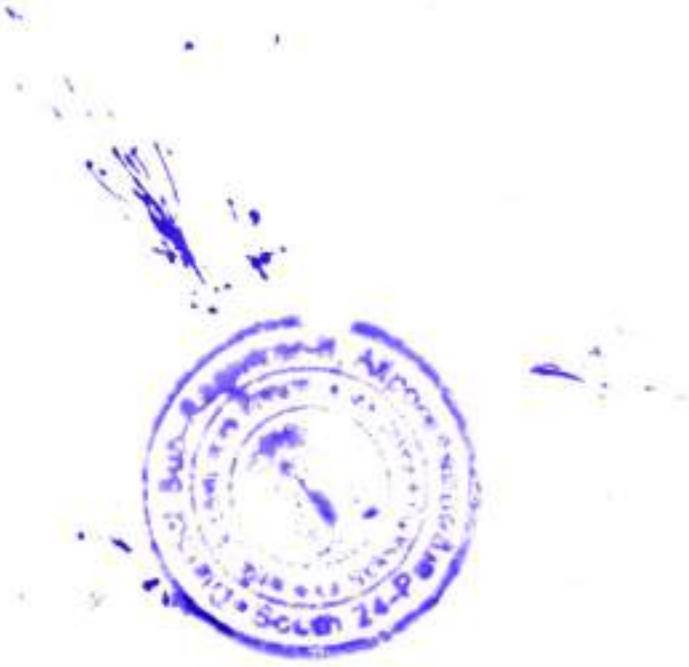
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 22-02-2018 by Mr Dilip Choudhary, Director, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Indetified by Mr Saroj Kumar Ram, , , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Rina Chaudhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1602-03204/2018-19/03/2018



On 19-03-2018

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2018 5:35PM with Govt. Ref. No: 192017180182566131 on 22-02-2018, Amount Rs: 10,053/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB22022018051277 on 22-02-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 20,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 4341, Amount: Rs.50/-, Date of Purchase: 12/10/2017, Vendor name: Subhankar Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2018 5:35PM with Govt. Ref. No: 192017180182566131 on 22-02-2018, Amount Rs: 20,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB22022018051277 on 22-02-2018, Head of Account 0030-02-103-003-02

Rina Chaudhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1602-03204/2018-19/03/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2018, Page from 112656 to 112674

being No 160203204 for the year 2018.

Digitally signed by RINA CHAUDHURY
Date: 2018.03.20 17:09:57 +05:30
Reason: Digital Signing of Deed

(Rina Chaudhury) 20/03/2018 17:09:45

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

West Bengal.

Checked by me

02 APR 2018

(This document is digitally signed.)

Certified to be a true copy

District Sub-Registrar-II

Alipore, South 24 Parganas

02 APR 2018