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> Assittenal District Sub-Registrat Rejerhal, New Tewn, North 24-Pgs

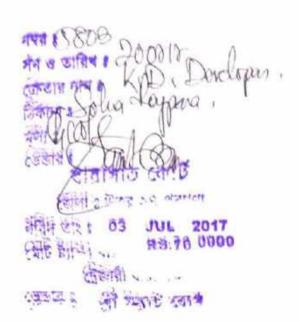
4 AUG 2017

# DEVELOPMENT AGREEMENT

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- 1 Date:28.07.2017 WHEN PAY WE CHOOSE IN THE PAY
- Place : Kolkata 2
- 3 Parties:

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- Radhe Shyam mondal



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Additional District Sub-Registrar Rejarket, New Trwn, North 24-Pes

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3.1RADHE SHYAM MANDAL, (PAN BDEPM9989C) son of Hasya Badan Mondal, by faith-Hindu, by occupation-Business, residing at Jattragachi, Post Office - Ghuni, Police Station - New Town, Kolkata - 700157, District - North 24 Parganas, West Bengal, hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their, heirs, administrators, executors, representatives and assigns and nominee or nominees) of the ONE PART.

#### AND

M/S K. D. DEVELOPER (PAN. AAOFK3221D), a partnership firm having its office at Salua Roypara, Post Office - R. Gopalpur, Police Station - Airport Kolkata - 700136, District - North 24 Parganas, West Bengal, represented by its Partners DEBASIS BISWAS (PAN No AJHPB 3184 C), Son of Late Sadhan Chandra Biswas, by faith - Hindu, by occupation -Business, by Nationality - Indian, residing at Bajetaraf, Post Office - Sikharpur, Police Station - Rajarhat, District-North 24 Parganas, West Bengal, & TAPASI BISWAS (PAN: AKEPB8585F) wife of Sri Debasis Biswas, by faith Hindu, by occupation- Business, residing at Village Bajetaraf, Post office- Shikharpur, P.S. Rajarhat, Kolkata- 700135, District - North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "<u>DEVELOPERS</u>"(which expression Shall unless repugnant to the context be deemed to mean and include their, administrators, executors, representatives and assigns of the <u>OTHER PART</u>.

Owner and the Developer collectively Parties and individually Party.

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## NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

- Subject Matter of Development:
- 4.1 Development Project & Appurtenances:
- 4.1.1 Project Property: ALL THAT piece and parcel of (1) Bastu land measuring 2 (two) decimal comprised in C.S. Dag No. 1281, R.S./L.R. Dag No. 1399, under C.S. Khatian No. 291, (2) Bastu land measuring 11 (cleven) decimal out of 35 decimal comprised in C.S. Dag No. 1283, R.S./L.R. Dag No. 1401 under C.S. Khatian No. 423, and (3) Bastu land measuring 38 (thirty eight) decimal out of 56 decimal comprised in C.S. Dag No. 1286, R.S./L.R. Dag No. 1405 under C.S. Khatian No. 143 all are under L.R. Khatian No. 1036 in Mouza Jattragachi, J.L. No. 24 Police Station New Town (formally Rajarhat), Additional District Sub-Registration Office at Rajarhat within the local limits of Jyangra-Hatiara 2No. Gram Panchayet, in the District North 24 Parganas totaling to land measuring 51 (fifty one) decimal morefully described in First Schedule bellow.
- Background, Representation, Warranties and Covenants:
- 5.1 Representation and Warranties Regarding Title: The owner have made the following representation and given the following warranty to the Developer regarding title.
- 5.1.1 Absolute Ownership of Hasyabadan Mondal: By a Deed of Gift 15th February' 1966, registered in the Office of the Sub Registrar Cossipore Dum Dum in Book No. I, Volume No. 28, at Pages from 259 to 263, being Deed No. 1371 for the year 1966, one Punnya Moni Naskar gift (1) Bastu land

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measuring 2 (two) decimal comprised in C.S. Dag No. 1281, R.S./L.R. Dag No. 1399, under C.S. Khatian No. 291, (2) Bastu land measuring 11 (eleven) decimal out of 35 decimal comprised in C.S. Dag No. 1283, R.S./L.R. Dag No. 1401 under C.S. Khatian No. 423, and (3) Bastu land measuring 38 (thirty eight) decimal out of 56 decimal comprised in C.S. Dag No. 1286, R.S./L.R. Dag No. 1405 under C.S. Khatian No. 143 lying and situated at Mouza - Jattragachi, J.L. No. 24 Police Station - New Town (formally Rajarhat), Additional District Sub-Registration Office at Rajarhat within the local limits of Jyangra-Hatiara 2No. Gram Panchayet, in the District - North 24 Parganas totaling to land measuring 51 (fifty one) decimal to Hasyabadan Mondal (which is morefully and particularly described in the Schedule A herein under and herein after called as the "Said Land").

- 5.1.2 Record by Hasyabadan Mondal: After getting the same the said Hasyabadan Mondal recorded his name in the record of the L.R Settlement in L.R Khatian No.1036 in respect of the aforesaid property.
- 5.1.3 Absolute ownership of Hasyabadan Mondal: After the above mention deed of gift and L.R Settlement the said Hasyabadan Mondal become the absolute owner of the said land and started peacefully enjoying the said property.
- 5.1.4 Gift by Hasyabadan Mondal: the said Hasyabadan Mondal being the absolute owner of the Said Property gifted the same to his son namely Radhe Shyam Mandal by virtue of a Deed of Gift, which was registered at the office of the A.D.S.R Newtown and recorded in the Book No. I, being no. 152307178 of 2017.

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- 5.1.5 Ownership of Radhe Shyam Mandal: after the abovesaid gift the said Radhe Shyam Mandal (the Owner herein) become the sole and absolute owner of the Said Property.
- Desire of Development of the Land & Acceptance: The said Radhe Shyam Mandal, owner herein express his desire to develop the aforesaid plot of land morefully described in the First Schedule hereunder written by Constructing a multi-storied building thereon, and the present Developer accepted the said proposal and the present Owner have decided to enter into this present Development Agreement with the Developer herein for the for the land mentioned above and explain the First Schedule herein under written.
- Registered General Power of Attorney: For the smooth running of the said project, the owner herein agreed to execute a registered Power of Attorney, by which the Owner herein have appointed and nominated the said Debasis Biswas and Tapasi Biswas Partners of M/S K. D. Developer herein, as their Constituted Attorney to act on behalf of the Landlord.

#### 8 Definition:

- 8.1 **Building:** Shall mean multi storied building so to be constructed on the project property.
- 8.2 Common Facilities & Amenities: Shall mean entrance of the building, Pump Room, overhead water tank, water pump & Motor, lift and lobby area (if Any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 Saleable Space: Shall mean the space within the building, which is to be available as unit/flat/shop/garage for independent use and occupation in

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respect of owners' Allocation & Developer's Allocation as mentioned in this Agreement.

- 8.4 Owners Allocation: Shall mean the consideration against the Project by the Owner morefully described in Second Schedule hereunder written.
- 8.5 Developer's Allocation: Shall mean all the remaining area of the proposed multistoried building excluding Owners Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 Architect/Engineer: Shall mean such person or persons being appointed by the Developer.
- 8.7 Transfer: With its grammatical variations shall include transfer by possession and by any other means of adopted for effecting what is under the Owners as a transfer of space in the said building to intending purchasers thereof.
- 8.8 **Building Plan:** Shall mean such plan or revised sanctioned plan for construction of the multi storied building, which will be sanctioned by the concerned authority.
- 8.9 Buit up Area (For any Individual Unit): Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

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- 8.10 Covered Area (For any Individual Unit): Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift and lift area (if any).
- 8.11 Super Built Up Area: (For any Individual Unit): Here super built up area means the total covered area plus 25% service area

#### 9 OWNERS RIGHT & REPRESENTATIONS:

- 9.1 Indemnification regarding possession & Delivery: The Owners is now seized and processed of and /or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physically as well as identical possession to the developer to develop the project property.
- 9.2 Free from Encumbrances: The Owner also indemnify the project property is free from all encumbrances and the Owner has marketable little in request of the Said premises.

# 10 DEVELOPERS RIGHT

- 10.1 Authority of the Developer: The Developer shall have the authority to deal with the property in terms of this present Agreement or negotiate with any person or persons or enter into any contract or Agreement or borrow money or take advance against their allocation or acquired right under these agreement.
- 10.2 Right of Construction: The Owners hereby grant permission an exclusive right to the Developer to build new building upon the project property.
- 10.3 Construction Cost: The Developer shall carry total construction work of the present building at their own cost and expenses. No liability on account of Construction cost will be charged from the Owners Allocation.

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- 10.4 Sale Proceeds of Developers Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- Developer's Allocation as per terms of Development Agreement the said possession area will be taken by the Development and the agreement with the intending purchaser will be signed by the Developer and on behalf of the Owners as a Registered Power of Attorney holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own name but without creating any liability on the Owners.
- 10.6 Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Owners.
- 10.7 Profit & Loss: The profit & Loss earned by the project will be entirely received or bourn by the Developer and no amount will be adjusted from the Owner's Allocation on account of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 Possession to the Owner: On competition of the project the developer will handover undisputed possession of the Owner's Allocation. Together with all rights of the common facilities and amenities to the Owners with Possession Letter and will take release from the Owners by executing a registered Deed of release.
- 10.9 Possession to the Intending Purchaser On competition of the project the Developer will handover Possession to the intending Purchaser, possession letter will be signed by the Developer as the representative and power of attorney holder of the Owner.

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10.10 Deed of Conveyance: The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney holder of the Owner.

# 11. CONSIDERATION:

11.1 Permission against Consideration: The Owner grants permission for exclusive right to construct the proposed building in consideration of Owners' Allocation to the Developer.

# 12 DEALING OF SPACE IN THE BUILDING

- 12.1 Exclusive Power of Dealings of Owners: The Owner shall be entitled to transfer or otherwise deal with Owner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the owner's Allocation.
- 12.2 Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusively right to transfer any right, claim, interest therein irrespective of the Owners and the Owners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

## 13. POWER AND AUTHORITY:

13.1 Power of Attorney for Building Plans Sanction: The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.

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- 13.2 Power of Attorney for Construction and Sale of Developer's Allocation: The Owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation described in Third Schedule bellow.
- 13.3 Amalgamation and Extension of Project: Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 13.4 Further Acts: Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

## 14 NEW BUILDING:

- 14.1 Completion of Project: The Developer Shall at their own cost constructs and complete the proposed building with good and slandered materials may be specified by the Engineer of the developer from time to time.
- 14.2 Installation of common Amenities: The Developer Shall install and erect in the building at Developer's own cost and expenses, pump water, Storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd/ WBSEDCL and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

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- 14.3 Architect Fee Etc: All cost charges and expenses including Architects Fee, Engineer's Fee, Plan/revised Plan charges, Supervision charges etc shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context and in this respect as well as in this account.
- 14.4 Panchayet Taxes & Other taxes of the Property: The Owners shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement and after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of competition of the construction and allocation.

From the date of completion and allocation of the floor area between the Owner and the Developer, the Panchayat taxes payable for the said property shall be bourne in proportionate of area of Developer and area of Owner, by the Developer and/or their nominees and the Owner and /or his nominee/nominees respectively.

14.5 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply, sanitation and other fittings and fixtures ,storage and rendering common service to the buyer and occupiers of the said premises or any part or portions thereof.

# 15 PROCEDURE OF DELIVERY OF POSSESSION TO OWNER:

15.1 Delivery of Possession: As soon as the building will be completed, the Developer shall give written notice to the Owner requiring the Owner to take possession of the Land owner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet being provided to that effect.

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- 15.2 Payment of Panchayet Taxes: Within 30 days of possession of Owner's Allocation and at all times there after the Owner shall be exclusively responsible for payment of all Panchayet and property Taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owner's Allocation only.
- 15.3 Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Owner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owner's Association, the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurance of the building, water, fire, and damaging charges and taxes ,light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installation ,appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

#### 16 COMMON RESTRICTION:

16.1 Restriction of Owner and Developer in common: The Land owner's Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building which shall include as follows:-

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- 16.1.1 Neither Party shall use or permit to be used the respective Allocation in the building or any portion thereof for carrying on any obnoxious .Illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s)such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n)the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1:4Both parties shall abide by all laws, bylaws, rules and regulations of the Government statuary bodies and /or local bodies as the case may and shall attend to answer and be responsible for any deviation ,violation and/or breach of any of the said laws bylaws and regulations
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes, and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.

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16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other places of common use in the building.

16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in compound corridor or any other portion or portions o the building.

16.1.8 The Owner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lightening and keeping in order the purpose of pulling down repairing, maintaining, and testing drainage and pipes electric wires and for any similar purpose.

## 17 OWNER'S OBLIGATIONS

#### 17.1 No Interference:

The Owner hereby agrees and covenants with the Developer:

Not to cause any interference or hindrance in the construction of the building by the Developer.

Not to do any act, deed of thing, whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the building.

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Not to let out, grant, lease, mortgage and /or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

## 18 DEVELOPER'S OBLIGATIONS :

- 18.1 Time Schedule of Handling Over Owner's Allocation: The Developer hereby agrees and covenants with the Owner to handover Owner's Allocation (more fully described in the second schedule hereunder written) within 60 (Sixty) months from the date of Registration of this Agreement. The Owner also permit the Developer a grace period of 6 (Six) months more to handover the Owner's Allocation.
- 18.2 No Violation: The Developer Hereby agree and covenant with the Owner not to violate or contravene any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Owner is prevented from enjoying, selling assigning and/or disposing of any Owner's Allocation in the building at the said premises vice versa.

## 19 OWNER'S INDEMNITY:

Indemnity: The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbance provided the Developer perform and fulfill the terms and conditions herein contained and /or its part to be observed and performed.

#### 20 DEVELOPER'S INDEMNITY:

The Developer hereby undertake to keep the Owner

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Indemnified against third party claiming and actions arising out of anyn sort of act of occupation commission of the Developer in relation to the construction of the said building.

Against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

## 21 MISCELLANEOUS:

- 21.1 Contract Not Partnership: The Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Owner and the developer in any manner nor shall the parties hereto be constituted as association of persons.
- 21.2 Not specified Premises: It is understood that from time to time to facilitate the construction of the building by the Developer various deeds ,matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner related to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such legal acts, deeds, matters, and things as and when required and the Owner shall execute any such additional power of attorney and/or authorization as may be required by the developer for any such purposes and the Owner also undertakes to sign and execute all such additional application, and other documents as the cause may be provided that all acts, deeds, matters, and things do not in

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any way infringe on the rights of the Owner and /or against the spirit of these presents.

- 21.3 Not Responsible: The Owner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payments of the same and keep the Owner indemnified against all actions, suits, proceedings costs, charges and expenses in thereof.
- 21.4 Process of Issuing Notice: Any notice required to be given by the developer to the Owner shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the Developer by the Owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the Developer.
- 21.5 Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Owner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 Name of the Building: The Name of the building shall be given by developer in due course.

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- 21.7 Right to borrow Fund: The Developer shall be entitled to borrow money at his/their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Owner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Owner nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 Documentation: The Owner delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Owner will bound to produce documents in original before any competent authority for inspection.

#### 22. FORCE MAJEURE

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure

Force Majeure shall mean flood, earthquake, riot war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

# 23 DISPUTES:

Dispute or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach

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or enforceability of this Agreement (Collectively Disputes) shall be referred to the arbitral Tribunal and finally resolved by arbitration under the arbitration & conciliation Act, 1996, with modification made from time to time. In this regard, the parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an advocate, to be nominated jointly by the Legal Advisor of the Developer and Owner.

Place: The Place of arbitration shall be under the absolute Jurisdiction

Binding Effect: The Tribunal shall have summery power and be entitled to give interim awards /directions regarding the disputes and shall have further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the Law. The interim /final award of the Arbitral Tribunal shall be binding on the Parties.

#### 24 JURISDICTION:

In Connection with the aforesaid arbitral or legal proceeding under the District Judge's court, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all action and proceedings.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

#### (Description of Land)

ALL THAT piece and parcel of (1) Bastu land measuring 2 (two) decimal comprised in C.S. Dag No. 1281, R.S./L.R. Dag No. 1399, under C.S. Khatian No. 291, (2) Bastu land measuring 11 (eleven) decimal out of 35 decimal comprised in C.S. Dag

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No. 1283, R.S./L.R. Dag No. 1401 under C.S. Khatian No. 423, and (3) Basta land measuring 38 (thirty eight) decimal out of 56 decimal comprised in C.S. Dag No. 1286, R.S./L.R. Dag No. 1405 under C.S. Khatian No. 143 all are under L.R. Khatian No. 1036 in Mouza - Jattragachi, J.L No. 24 Police Station - New Town (formally Rajarhat), Additional District Sub-Registration Office at Rajarhat within the local limits of Jyangra-Hatiara 2No. Gram Panchayet, in the District - North 24 Parganas, totaling to land measuring 51 (fifty one) decimal. The plot of Land is butted and bounded as follows:

ON THE NORTH : Panchayet Road of 12 ft metal road & Owner's Land.

ON THE SOUTH : R.S. Dag Nos. 1405 & 1731.

ON THE EAST : Khagendra Naskar & Ors. and R.S. Dag Nos. 1398, 1406.

**ON THE WEST**: Owner's Land and R.S. Dag Nos. 1402, 1401, 1731.

# THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER'S ALLOCATION: The Owner hereto in consideration of allowing the Developer to developer the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:

## The Owner's Allocation will be allotted as follows:

 The Owner will get 46% (Forty Six Percent)of the Constructed area in form of self contained flats/garages including proportionate share of common area, common facilities and common amenities in the proposed building including advertisements ,neon sign boards, hoardings, logos and others.

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Later on, after preparation of the floor Plan ,the flats & garage will be demarcated in the Floor Plan will be supplied to the Owner along with a Supplementary Development Agreement (if any) denoting the flat & garages within the purview of their Owner's Allocation.

2. The Owner will also get Rs. 16,00,000/- (Rupees one lacks) only as refundable/adjustable security deposit out of which Rs. 1,00,000/- (Rupees one lacks) only payable by the Developer at the time of signing and executing of this present Agreement and simultaneously at the time of signing and executing Registered Power of Attorney in favour of the Developer and rest of Rs. 15,00,000/- (Rupees fifteen lacks) only payable by the Developer after obtaining the Sanction Plan.

It is settled that the afore noted security deposit will be refunded by the Owner before receiving his Owner's Allocation.

- 3. It is also settled that except the Owner's Allocation as described above, the Owner will not get any area for the construction for the multi storied building, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the Developer.
- 4. The flat will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
- The Owner will also give permission to amalgamate the land with his neighbor's plot of land. The area of Owner's allocation receivable by the

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Owner as described above will be calculated on the basis of the proportionate holding by the owner on the project land.

#### THE THIRD SCHEDULEABOVE REFERRED TO

# (Developer's Allocation)

DEVELOPER'S ALLOCATION: Shall mean all the remaining portion of the entire constructed building (excluding Owner's Allocations described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser /purchasers teamsters, by and mode of Transfer of property Act and /or lease, let out, or in any manner may with the same as the absolute owner there of.

## THE FOURTH SCHEDULE ABOVE REFERRED TO

## (Specifications)

#### STRUCTURAL WORKS:

- STRUCTURE: Building designed with R.C.C Frame structure which rest on individual column, design approved by the competent authority.
- 2 EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar.
- 3 INTERNAL WALL: 5"/ 3" thick brick wall and plastered with cement mortar.

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- 4 FLOORING: Flooring is of Marble/Floor Tiles.
- 5 BATHROOM: Bath room fitted upto 5'-6" height with white glazed tiles of standard brand.
- 6 KITCHEN: Cooking platform and sink with tap will be of Black Stone 2'-6" height glazed white standard, tiles above the platform to protect the oil spot.
- 7 TOILET: Toilet of Indian type/commode, all with PVC Cistern .All fittings are in standard type One White Wash basin will be fixed in dining space of flat.
- 8 DOORS: All Doors are wooden frame & flush doors. .Standard lock and peep hole on main entrance door.
- 9 WINDOWS: Aluminum channel window with full glass panel and good quality grill will be provided in the windows.
- 10 WATER SUPPLY: Water supply around the clock is assured for which necessary Submersible Pump will be installed.
- PLUMBING: Toilet Concealed wiring with two bibcock, one shower in toilet, all fittings are standard quality.
- 12 VARANDAH: Verandah grill (half) will be fully covered.
- 13 LIFT: Four persons capacity lift will be provided in the project.

#### ELECTRICAL WORKS:

1 Full concealed wiring with copper wire.

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- In Bed Room: two light points, only one 5 amp plug, one fan point and one AC Point.
- 3 Living /Dinning Room: two light points, one fan points, one 15 amp plug points, one 5 amp plug point, (as per required location)
- 4 Kitchen: One light point, one exhaust fan point and one 15 amp plug point.
- 5 Toilet: One light point, one exhaust fan point, one Geyser point in one toilet.
- 6 Varandah: One light point and one 5 amp plug point.
- 7 One light point at main Entrance.
- 8 Calling bell: Calling bell points at the main Entrance.

#### PAINTING:

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

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**IN WITNESS WHEREOF** The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

## SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of

1 Sauthty t Mahah halkulli, Punbayon

2 Soumo deep Bishors Nawporra. Chinespork.

Radhe Shyom Mondal
Owner

DEVELOPER

Developers

Samaresh Ghosh
Advocate, High Court at Calcutta
Reg-1995/2010

# MEMO OF CONSIDERATION

Received Rs. 1,00,000/- (Rupees one lac) only from the Developer on this day of execution of this Agreement to be adjustable from and within my/Owner's Allocation to be constructed mentioned in this Agreement.

Bank	Cheque No	Amount	Dated
Axis Bank, Baguiati Branch	384778	1,00,000/-	20.07.2017

Radhe Shyam mondal

Owner

Witnesses:-

1. Subhajil Malato Lalkuthi, Punbagam

2. Soumo deep Bismon Namport. Chinas park.

# आयकर विमाग INCOMETAX DEPARTMENT

क्कं मारत सरकार, GOVT. OF INDIA

RADHESHYAM MANDAL HASYABADAN MANDAL 14/06/1977

Fetrahelt Country Nurses

BDEPM9989C

Super Wendel e Springer



In case this card is lett/jound, kindly inform / teture to .
Become Tex PAN Services Unit, UTITSL.
Plot No. 3, Sector 11, CRD Belague,
Navi Mumbai - 400 614. इस कई के कोचे/परते का कृपना स्थित करें/लोटारं । कायकर पेन क्षेत्र पूनीत, शहरतकी, एवर है ३, वेकर सं, बी.के.बी. बेलपूर,

तारी मूंबई ४०० ६३%

Radhe Shyan mandal



In case the cond is birt found, houly inform / secure to: Secure Tex PAN Services Unit. (\* UITINI. Pho No. 3, Secure 11, CBD Betspur, No. 3, Mumbel - 490 614.

हम कर्म क स्वयं/ मार पर कृष्ण गर्नेस्ट करें/ सैटार् अवस्थित सेता कृष्टें, UTIFINE प्रकार 1, संक्ष्य ११ , सोती क्ष्रिक्तानुः, सो कृष्टें कर में हम् आयकर विभाग

INCOME TAX DEPARTMENT DEBASIS BISWAS

SHADHAN CHANDRA BISWAS

13/11/1976

AJHPB3184C

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भारत सरकार GOVT OF INDIA





इस वार्थ के को जाने पर / कोंचा हुआ कवाँ मितने पर इसका मुक्ति को / औरावें अपका कैंद लेगा हवाई, एक एक जो एक मीलारी चींकेल, ट्रेंक कराई, ए विष, वसका किस्स कम्पारंज एस को मार्ग, लोजार चरेंक, मुख्य - 400 015.

Effect and in loss / monomer's hist cord in femal, places inform. resure to: Income Tax PAN Services Unit, NSDL Jul Floor, Fusic World, A. Wing, Karnals Mills Compound, S. & Maig, Lower Paral, Marnhol. 400 013.

Tel: 91-23-2499-4559, Fax: 91-22-2495-9664, condit trinfoligand/confit

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आयकर विभाग INCOMETAX DEPARTMENT TAPASI BISWAS MOHIT CHANDRA BISWAS

28/0171961 AKEPB8585F

Tapasi Biswas

भारत सरकार GOVT OF INDIA



इस करते के कोर्न । माने पर क्षणमा सुमित कर्षे । मीटाएं कारक पेन सेमा इकाई, एन एस बी एस ती सरी भणीतः स्थानक वेसते बानेट देखिलोन एक्सीज ने नजदीक बानेट पुना — 211045

H this card in lost / summone's last eard or found, please inform / return to Income Tax PAN Services Unit, NSDL 3rd Floor, Sapphire Chambers, Near Baner Telephone Exchange, Banez, Pane - 411 045

Tel. 91-20-2721 8080, Fax: 91-20-2721 8081 e-mad turning-saft to the

Tapani Biswas

# ELECTION COMMISSION OF INDIA

তারতের নির্বাচন কমিশন IDENTITY CARD GGC2249449

পরিচয় পত্র





lector's Name

Radheshyam Mandal

র্বাচকের নাম

রাধেশ্যাম মন্ডল

ther's Name

Hasyabadan

তার নাম

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UNDER RULE 44A OF THE LR. ACT 1908 Signature of the N.B. - LH BOX - SMALL TO THUMB PRINTS Presentant/Executant/ R.S. BOX - THUMB TO SMALL PRINTS Seller/Buyer/Claimant with photo THUNB LEFTHAND LITTLE AHDORE THUMB RIGHT HAND Radhe Shyom mandal Radhe Styanmardel SIGNATURE LITTLE RING MIDDLE FORE THUMB LEFT HAND THUMB FORE MIDDLE RING LITTLE RIGHT HAND Odlin my may SIGNATURE IFFIY LATTLE RING MIDDLE THUMB LEFT HAND THUMB FORE MIDDLE RING LITTLE RIGHT HAND Tapani Binnos Tapani Binwas SIGNATURE:

# Guvi, ur vvest berigar

# Diractorate of Registration & Stamp Revenue e-Challan Form

GRN:

19-201718-004565520-2

Payment Mode

Counter Payment

GRN Date: 28/07/2017 13:41:01

Bank:

AXIS Bank

# DEPOSITOR'S DETAILS

Id No.: 15231000267289/8/2017

[Query No./Query Year]

Name:

K D DEVELOPER

Contact No.:

Mobile No.:

+91 9073219212

E-mail:

SUBHAJIT931@GMAIL.COM

Address:

SALUA ROY PARA

Applicant Name:

Mr SAMARESH GHOSH

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 7

# PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15231000267289/8/2017	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	15231000267289/8/2017	Property Registration-Registration Fees	0030-03-104-001-16	1021

Total

40942

In Words:

Rupees Forty Thousand Nine Hundred Forty Two only



# Major Information of the Deed

Deed No :	1-1523-07632/2017	Date of Registration	04/08/2017
Query No / Year	1523-1000267289/2017	Office where deed is r	egistered
Query Date	27/07/2017 2:50:36 PM	ADSR RAJARHAT, D	District: North 24-Parganas
Applicant Name, Address & Other Details	SAMARESH GHOSH CHHOTO CHANDPUR, Thana: F PIN - 700135, Mobile No.: 98742		rganas, WEST BENGAL.
Transaction		Additional Transaction	
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Proper 1,00,000/-]	aration : 2], [4311] Other
Set Forth value		Market Value	
Rs. 3/-		Rs. 2,60,54,752/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (Article:48(g))		Rs. 1,021/- (Article:E, E	, B)
Remarks			

## Land Details:

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Jatragachhi

Sch	Plot Number	Khatian Number	Land Proposed	4 2 7 2 7 1 7 1 7 1	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-1399	LR-1036	Bastu	Shali	2 Dec	1/-	10,21,755/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-1401	LR-1036	Bastu	Shali	11 Dec	1/-	56,19,652/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L3	LR-1405	LR-1036	Bastu	Shali	38 Dec	1/-	1,94,13,345/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
		TOTAL :		-15	51Dec	3/-	260,54,752 /-	
	Grand	Total :		T. In .	51Dec	3 /-	260,54,752 /-	

# Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Mr RADHE SHYAM MANDAL Son of Mr HASYA BADAN MONDAL JATTRAGACHI, P.O:- GHUNI, P.S:- New Town, District:-North 24- Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BDEPM9989C, Status Individual, Executed by: Self, Date of Execution: 28/07/2017  Admitted by: Self, Date of Admission: 28/07/2017 ,Place: Pvt. Residence  Admitted by: Self, Date of Admission: 28/07/2017 ,Place: Pvt. Residence

# Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	K D DEVELOPER SALUA ROY PARA, P.O R GOPALPUR, P.S Airport, District -North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AAOFK3221D, Status: Organization, Executed by: Representative

# Representative Details:

SI	Name,Address,Photo,Finger print and Signature
1	Mr DEBASIS BISWAS (Presentant) Son of Late SADHAN CHANDRA BISWAS BAJETARAF, P.O:- SIKHARPUR, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJHPB3184C Status   Representative, Representative of : K D DEVELOPER (as PARTNER)
2	Mrs TAPASI BISWAS Wife of DEBASIS BISWAS BAJETARAF, P.O:- SIKHARPUR, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKEPB8585F Status: Representative, Representative of : K D DEVELOPER (as PARTNER)

#### Identifier Details

Name &	& address
Mr SUBHOJIT MAHATO Son of Late SAMSUNDAR MAHATO LALKUTHI, P.O:- R GOPALPUR, P.S:- Airport, District:-Nor Male, By Caste: Hindu, Occupation: Others, Citizen of: India BISWAS, Mrs TAPASI BISWAS	rth 24-Parganas, West Bengal, India, PIN - 700136, Sex: a, , Identifier Of Mr RADHE SHYAM MANDAL, Mr DEBASIS
*	

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr RADHE SHYAM MANDAL	K D DEVELOPER-2 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr RADHE SHYAM MANDAL	K D DEVELOPER-11 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mr RADHE SHYAM MANDAL	K D DEVELOPER-38 Dec

# Land Details as per Land Record

District, North 24-Parganas, P.S.- Rajarhat, Gram Panchayat, JANGRAHATIARA-II, Mouza, Jatragachhi

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1399(Corresponding RS Plot No:- 1399), LR Khatian No:- 1036	Owner হাসাবদৰ মবল. Gurdian শীত্ৰৰ মবল. Address ৰিজ. Classification শাৰি. Area:0.02000000 Acre.
L2	LR Plot No:- 1401(Corresponding RS Plot No:- 1401), LR Khatian No:- 1036	Owner হাসাবদন মঙল, Gurdian শ্ৰীভূষন মঞ্ল, Address নিজ, Classification বাস্ত, Area 0 11000000 Acre,
L3	LR Plot No:- 1405(Corresponding RS Plot No:- 1405), LR Khatian No:- 1036	Owner হাসাবদন মওল, Gurdian শণীভূষন মওল, Address:নিজ, Classification শালি, Area:0.38000000 Acre,

Endorsement For Deed Number : 1 - 152307632 / 2017

#### On 27-07-2017

## 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 2.60.54.752/-



Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

#### On 28-07-2017

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

Presented for registration at 17:30 hrs on 28-07-2017, at the Private residence by Mr DEBASIS BISWAS ...

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

Execution is admitted on 28/07/2017 by Mr RADHE SHYAM MANDAL, Son of Mr HASYA BADAN MONDAL, JATTRAGACHI, P.O: GHUNI, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business

Indetified by Mr SUBHOJIT MAHATO, , , Son of Late SAMSUNDAR MAHATO, LALKUTHI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

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

Execution is admitted on 28-07-2017 by Mr DEBASIS BISWAS, PARTNER, K D DEVELOPER, SALUA ROY PARA, P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700136

Indetified by Mr SUBHOJIT MAHATO, , , Son of Late SAMSUNDAR MAHATO, LALKUTHI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

Execution is admitted on 28-07-2017 by Mrs TAPASI BISWAS. PARTNER, K D DEVELOPER, SALUA ROY PARA, P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700136

Indetified by Mr SUBHOJIT MAHATO... Son of Late SAMSUNDAR MAHATO, LALKUTHI, P.O. R GOPALPUR, Thana Airport. North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

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# Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

#### On 31-07-2017

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021/- (B = Rs 1,000/- ,E = Rs 21/- ) and Registration Fees paid by by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/07/2017 12:00AM with Govt. Ref. No: 192017180045655202 on 28-07-2017, Amount Rs: 1,021/-, Bank: AXIS Bank (UT/B0000005), Ref. No. 02628072017SST4976423631 on 28-07-2017, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 39,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/07/2017 12:00AM with Govt. Ref. No: 192017180045655202 on 28-07-2017, Amount Rs: 39.921/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 02628072017SST4976423631 on 28-07-2017, Head of Account 0030-02-103-003-02

Die

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

#### On 04-08-2017

# 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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 5803, Amount: Rs.100/-, Date of Purchase: 20/07/2017, Vendor name: SAMRAT BOSE

De

Debasish Dhar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 218941 to 218981 being No 152307632 for the year 2017.



Shan

Digitally signed by DEBASISH DHAR Date: 2017.08.10 11:11:51 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 10-08-2017 11:11:50 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)