

in land underneath and the right of user of common areas, parts, facilities and amenities within the said building.

1.18 **DEVELOPER'S ALLOCATION** shall mean the remaining built up area saleable residential area and other commercial spaces in the building to be constructed in the said land /premises together with the car parking space and covered spaces, commercial spaces etc except Owners allocation share other than areas foregone by the landowners together with the proportionate right, title interest in land underneath the said building and right of user of common areas, parts, facilities and right of user of common areas, parts facilities and amenities thereof upon construction of the building together with absolute right on the part of the developer to enter into agreement for sale.

ARTICLE -II: TITLE AND INDEMNITY

1. The Owners hereby declare that they have good and absolute right, title, interest and possession of the said premises to enter into this agreement with the Developer.
2. The Owners hereby declare that the said premises is free from all and any manner of lispdens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgages whatsoever and the Owners hereby agreed to indemnify and keep the Developer indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.
3. The Owners hereby also undertake that the Developer shall be entitled to construct the proposed building on the said land as agreed by and between the parties hereto according to the sanctioned building plan or revised plan if any.

ARTICLE- III: DEVELOPMENT RIGHTS

1. The Owners grants exclusive rights to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained.

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2. The Owners shall at the costs of the Developer from time to time and at any time submit and/or join with the Developer as the Owners of the said land in submitting the revised building plan, applications, forms, petitions and writings to the appropriate authority for sanction and/or approval of the revised plans and/or materials and otherwise as may or shall be required for the construction of the proposed building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid.

3. The Owners and Developer shall take all such permission, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.

4. All applications, plans and other papers and documents referred to above shall be prepared by the Developer at his own costs and submitted by or in the name of the Owners and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction of the building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

5. The Owners shall render the Developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions, clearances and approvals in terms thereof and shall have the discretion to submit the applications, plan and other papers and documents or any of them and/or to do any other act deed matter and things envisaged herein as agent for and/or on behalf of or in the name and with the consent of the Owners and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits may be the Developer for which purpose the Owners shall grant the Developer and their nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.

6. That after obtaining sanction building plan this Developer shall be allowed by the Owners in writing to have the constructive possession of the said land with the view to achieving the purpose and object envisaged herein. The Owners will release the existing structure and shift their accommodation provided by Developer after getting sanction building plan in

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order to demolish the existing structures for new construction. The demolition proceeds shall be taken over by the developer and utilize the same for paying rents of the alternative accommodations to be provided to the Landowners.

7. The Developer shall exclusively be entitled to receive, realize and appropriate the sale proceeds and/or the construction cost with regard to the Developer's allocation which the Developer become entitled to receive from the intending purchaser or purchasers of flats and other saleable space or spaces in the said proposed building. The Developer has paid all the expenditures towards gift deeds, mutation and amalgamation of the aforesaid properties of the owners and shall be entitled to realize the same by sale of the Developers' allocation.

ARTICLE -IV: CONSIDERATION

In consideration of the Owners have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot in the proposed building in accordance with the sanction building plan which shall be sanctioned by the Kolkata Municipal Corporation.

ARTICLE -V: BUILDING

1. The Developer shall at their own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner they consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from the prospective transferees from transfer out of the total built up area excepting the Owner's portion in the building to be constructed on the land comprised in the said premises in accordance with the plan approved by the architect and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not be below as mentioned in the Third Schedule hereunder written and also in good workman like manner within a period of 36 (thirty six) months from the date of Sanction Plan.

2. The Developer shall also install and provide in the said building at their own costs the pumps, water storage tanks, overhead reservoirs, inside

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electrifications and/or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Third Schedule hereunder written.

3. The Owners shall be entitled to transfer or otherwise deal with only the Owner's allocation in the building.

4. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to grant general power of attorney in favour of the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners.

6. The Developer shall be authorized in the name of the Owners in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, powers and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the Owners shall execute power of attorney in favour of the Developer and other authorities as shall be required by the Developer, for which the Owners shall not be liable in any manner whatsoever.

7. The Developer shall at his own costs and expenses and without creating any financial or other liability on the Owners construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modifications thereof made or caused to be made by the Developer.

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8. All costs, charges and expenses including Planners/Architects Fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context.

ARTICLE -VI: AUTHORITY

1. The Developer shall be entitled in their allocation to transfer or otherwise deal with the Flat/flats and or apartment/apartments and/or any other saleable space or spaces of the building including proportionate share of land along with right to use the common areas and facilities to be transferred to the prospective transferees.

2. In so far as necessary all dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owners for which the Owners hereby irrevocably nominate, constitute and appoint the Developer or it's nominee as attorney of the Owners herein to do execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign letters, correspondences and to apply to the authorities, to sign and execute all applications to the Government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyance in favour of the prospective transferees to make affidavits and declaration to apply for allotment of cement, iron and steel and other materials, to apply for electrical connection, sewerage and drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises, to make payment of all taxes, rates, impositions in respect of the said premises, to commence proceeding to settle any suit or proceedings, to sign complaints, verification, written statements, petition, to swear affidavit, to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiation for and/or sale flat /flats or apartment/ apartments and/or any other saleable space or spaces or any portion of the Owner's allocation in the said building which the Developer agreed to make delivery of possession to the Owners as consideration of the said land.

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ARTICLE - VII: COMMON FACILITIES

1. The Developer shall pay and bear all municipal taxes, other dues and outgoing in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession thereof.

2. After completion of the Owner's allocated portion of the said building the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owner's allocation in the said building agreed to be provided as consideration of the land as per terms of this agreement and the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates" payable in respect of the Owner's allocation, and the said rates are to be apportioned pro-rata basis with reference to the saleable space in the building.

3. The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and shall keep the Developer or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses against all proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the Developer or such authorities or paid by either of them to it as the case may be consequent upon default by the Owners of the Developer in this behalf.

ARTICLE -VIII: OWNER'S OBLIGATIONS

1. The Owners doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment/apartments and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises of the Developer's allocation.

2. The Owners or any person or persons claiming through him shall not in any way cause any interference or obstruction whereby the Developer or

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any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.

3. The Owners shall handover the copy of the Original Title Deed of Conveyance, and K.M.C tax bills and or any other documents or documents in respect of the schedule property as per requirement of the Developer after signing Agreement and register power of Attorney in case of necessities. The owners shall produce the original documents inspection as and when required by the Developer prior to signing of these presents.

4. The Owners doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer.

ARTICLE -IX: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenant with the Owners to complete the construction of the said building in terms of this Agreement and in accordance with sanction plan or revised one to be sanctioned by the Kolkata Municipal Corporation within 36 (Thirty six) months from the date of sanction of building plan unless prevented by any circumstances beyond the control or by force majeure.

2. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate from any of the provisions or Rules applicable for construction of the said building.

3. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners is prevented from enjoying, selling, assigning and/or disposing of the Owner's allocation or any portion thereof of the said building in the said premises. The Developer will hand over the possession to the Owners at first then to the intending purchasers.

ARTICLE -X: MISCELLANEOUS

1. The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of force

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majeure with a view to obligation of the party affected by the force majeure shall suspended during the duration of the period of force majeure exists.

2. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed which specific provisions may not have been mentioned herein, the Owners hereby undertakes to do all such acts, deeds, matters and things which do not in any way infringe the rights of the Owners and/or go against the spirit of these presents.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owners or if delivered by hand (acknowledgement is required) or sent by prepaid Registered post to the Owners and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid Registered post to the office of the Developer.

4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof, the Owners hereby agrees to abide by all the rules and regulations to be framed by any Society/Association/Holding Association and/or any other organization will be in charge of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give their consent to abide by such Rules and Regulations.

5. Nothing in these presents shall be construed a demise or assignment or conveyance in law of the Owner's allocation in the said building on the plot or as part of the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive license to the Developer or commercially exploit the same in terms hereof.

6. After completion of the construction of the building the Owners shall at the request of the Developer execute and register appropriate transfer deeds/conveyances of the proportionate share of land in favour of the Developer or their nominee and/or the Transferee or Transferees in respect

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of developer's allocation. The stamp duty including the registration charges and all other legal expenses payable for the transfer shall be borne by the transferee or transferees.

ARTICLE -XI: FORCE MAJEURE

1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labor unrest and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel etc.
2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' shall be suspended from the obligation during the period of this "Force Majeure".
3. In the event of the Owners committing breach of any of the terms and conditions herein contained or delay in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the Owners shall be liable to pay such losses and compensation as shall be settled between the parties PROVIDED HOWEVER if such delay shall continue for a period of six months then and in that event in addition to any other right which the Developer may have against the Owners and the Developer shall be entitled to sue the Owners for specific performance of this Agreement or to rescind or cancel this agreement and claim refund of all the monies paid and/or incurred by the Developer with interest and such losses and damages which the Developer may suffer.

ARTICLE - XII: ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms and conditions or any part thereof herein confined or touching these presents or determination of any liability the same shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two arbitrators one to be nominated by each party and in case of difference of opinion between them, by the Umpire selected by them at the commencement of the reference shall be binding upon the parties and this clause shall be deemed to be a submission within the meaning of the

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Arbitration & Conciliation Act, 1996 including its statutory modification and re-enactment.

ARTICLE -XIII: JURISDICTION

The Learned Court/Courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of total land measuring 7 cottahs 6 chittaks 5 Sq.ft. more or less together with structure thereon comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja - Dakkhin Behala Gram, Pargana- Balia, P.S- Sarsuna (formerly Thakurpukur), Sub Registry Office at Alipore, District 24 Parganas (South) being Premises No. 159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata- 700061 under K.M.C. Ward No.126, Sub Registry office at Alipore, District 24 Parganas South, together with all easement right thereto butted and bounded by:-

On the North: By partly 5'-0" and partly 6'-0" wide Common Passage.

On the South: By 10'-0" wide KMC Road.

On the West: By 12'-0" wide KMC Road.

On the East: By Land and building of Sri Taposh Nag and Sri Mohini Das.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(A) Owner's Allocation and (B) Developer's Allocation.

A. OWNER'S ALLOCATION- The Developer its own cost and expenses shall construct, finish, complete and make available to the Owners in tenantable condition and according to the Building Plans, to (a) **Shri Ashim Kumar Mukherjee** :- (1) One Flat measuring approximately 900 sft Covered

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area (approximately 1125 sft Super Built Up area) comprising of 3 (three) Bed Rooms, One Kitchen, One Living cum Dining Room, One Toilet, One W.c and a Balcony on the South West side of the Second Floor and (2) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.c on the First Floor; and (3) One car parking space measuring approximately 120 sft each under the building together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed multi storied building to be built on the amalgamated Schedule-A property of the Owners. (b) **Shri Ashish Kumar Mukherjee** :-

(1) One Flat measuring approximately 900 sft Covered area (approximately 1125 sft Super Built Up area) comprising of 3 (three) Bed Rooms, One Kitchen, One Living cum Dining Room, One Toilet, One W.c and a Balcony on the South West side of the First Floor and (2) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.c on the Second Floor; and (3) One car parking space measuring approximately 120 sft each under the building together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed multi storied building to be built on the Schedule-A property of the Owners. (c) **Shri Alope Kumar Mukherjee** :-

(1) One Flat measuring approximately 500 sft Covered area (625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.c on the ^{Second} Third Floor (2) One car parking space measuring approximately 120 sft each under the building together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed multi storied building to be built on the Schedule-A property of the Owners. The above Owner's allocation shall be provided to the Owners by the Developer free of cost free from all encumbrances in lieu of the value of land of the Owners. The Developer herein shall pay refundable/adjustable deposit of Rs. 4, 00,000/- (Rupees Four Lakhs) only to the landowners herein on the date of Signing of these presents. That after the plan sanction, if the landowners decide to sell or forego any portion of their allocation as aforesaid then the Developer shall be given first priority to take over the said allocation of the Landowners for which the landowners shall retain the sum paid earlier by the Developer (i.e. Rs. 4,00,000/-). And the Developer shall further pay the balance amount of the total consideration payable to the Landowners as full and final settlement of areas under their allocation and areas foregone. Under the

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changed circumstances a supplementary agreement incorporating the terms of such sale shall be signed between the parties on receiving the entire balance amount of from the Developer herein and the Landowners shall sign, present and execute a registered general power of attorney in favour of the Developer herein for fullest enjoyment of areas foregone by the landowners to the Developer as agreed.

B. DEVELOPER'S ALLOCATION shall mean the remaining saleable residential area and other commercial spaces in the building to be constructed in the said land /premises together with the car parking space and covered spaces, commercial spaces etc except Owners allocation share other than areas foregone by the landowners together with the proportionate right, title interest in land underneath the said building and right of user of common areas, parts, facilities and right of user of common areas, parts facilities and amenities thereof upon construction of the building together with absolute right on the part of the developer to enter into agreement for sale.

THE THIRD SCHEDULE ABOVE REFERRED TO

BUILDING	: R.C.C. and brick structure.
WALLS	: 200 mm (8") thick for outer and 75 mm (3") thick for partition wall with 1 st class brick.
WINDOW	: Aluminum sliding window including grill work of Stair case & verandah up to 1 meter height.
DOOR	: All door frames shall be Malaysian Salwood except toilet/w.c. Main entrance door shall be laminated Commercial Flush Door, Godrej brand single bolt six lever mortice lock shall be provided for safety and other doors shall be Commercial Flush door thoroughly painted fitted with hatch bolt & tower bolt and handle. Doors & frames for toilets and w.cs will be PVC make.
PLASTER	: Cement plastered wall and ceiling primed with plaster of Paris, cement plaster outside with weather coat.

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- FLOOR** : Glossy Vitrified Tiled floor with 100mm (4") skirting & Dado of Toilets/w.cs shall be provided with digital ceramic tile up to door height and dado of kitchen counter up to 600 mm (2'-0") height.
- BATHROOM** : White porcelain E.W.C in each toilet and w.c. One porcelain basin shall be provided in each flat and ESSCO brand C.P. fittings shall be used.
- KITCHEN** : black Granite cooking counter shall be provided along with a stainless steel sink.
- ELECTRIC** : Concealed wiring with two light points, one fan point, one 5 Amp Plug point for every room plus one 15 Amp. Plug point in living cum dining room, Kitchen and Toilet.
- WATER** : Underground reservoir with pump and overhead R.C.C Tank.

NOTE: Out of this general specification of the new building, the owners of the flat may be required any work, the extra charge will be made by the Owners.

The FOURTH SCHEDULE
(COMMON AREAS & AMENITIES)

The common areas and amenities mentioned in this Agreement shall include:

1. The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stair, stair ways, entrance to and exit from the building constructed on the said land and intended for common use.
2. Installation of common services such as water, sewerage line, septic tank etc.
3. Pump, motor, pipes, ducts and all appurtenances and installations in the said building for common uses.
4. Electric meter box adjacent to the stairs in the ground floor of the building, electrical wiring and fixtures etc meant for common use.

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5. Under ground water reservoir and the over head water tank.
6. The ultimate Roof.
7. Lift, lift duct, lift machine & room, lift carriage and apparatus and fittings and fixtures etc.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or around the said building as are necessary for passage user and occupation of the flat/s in common as are specified by the vendor expressly to be the common part, except the covered spaces and car parking spaces.

The FIFTH SCHEDULE

(PERIODICAL COMMON EXPENDITURES)

Cost expenses, outgoings and obligations for which all the Flat/Space owners are to contribute proportionately:-

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity to all common areas mentioned in the Fourth Schedule hereto.

The expenses of repairing, maintaining, painting, white washing or colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Fourth Schedule above written.

The periodical expenditure for sweeping and cleaning of the common areas like lobbies, stairs, landings, car parking areas, pavements, roof, stair head room, together with maintenance and upkeep of main gates, payment of electrical bills for consumption of electricity for illumination or lighting systems fixed in common areas, operation of lift.

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Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day month and year first mentioned above

SIGNED SEALED AND DELIVERED

by the within named parties at
Kolkata, in the presence of:



WITNESSES:

1.

Ashis Kumar Mukherjee

Ashis Kumar Mukherjee

Signature of the Owners

2.

Signature of the Developer

Ratan Pal

Drafted by:

Ratan Pal, Advocate
High Court, Calcutta.

RECEIVED from and within named Developer being an amount of Rs.4, 00,000/- (Rupees Four Lakhs) only as refundable / adjustable amount as per Memo below:-

Rs 4,00,000/-

: M E M O :

By Cash on _____

Rs 4, 00,000/-

Total:

Rs. 4, 00,000/-

(RUPEES FOUR LAKHS) ONLY



WITNESSES:-

1.

Ashis Kumar Mukherjee

Ashis Kumar Mukherjee

Signature of the Owners

2.