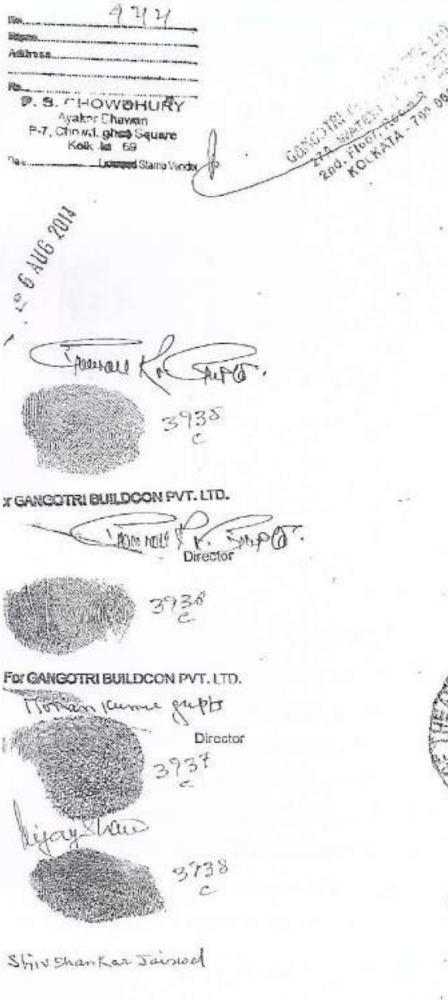


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10. Late R.N. Mondal. 10. Late R.N. Mondal. 106/28, R.R. M.S. Kal. 9 Business Street, Kolkata 700 006, hereinafter jointly called and referred to as 'the Owners' (which term or expression shall, unless excluded by or repugnant to or inconsistent with the subject or context, be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the <u>FIRST PART</u>.

-AND-

M/S. GANGOTRI BUILDCON PRIVATE LIMITED, PAN No.

a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 27A, Waterloo Street, 2nd Floor, Room No. 205, Kolkata – 700 069, duly represented by its directors, Mr. Mohan Kumar Gupta, Son of Late Lacchu Gupta, residing at 37, Hern Chandra Naskar Raod, Kolkata – 700 010 & Sri Gourav Kumar Gupta, Son of Sri Mohan Kumar Gupta, residing at 37, Hern Chandra Naskar Raod, Kolkata – 700 010, hereinafter called and referred to as 'the Developer' (which term or expression shall, unless excluded by or repugnant to or inconsistent with the subject or context, be deemed to mean and include its successors-in-office, successors-in-interest, administrators, legal representatives and/or assigns) of the OTHER PART.

WHEREAS:

A. One Panchu Gopal Pal was the original owner in respect of a plot of land measuring an area of about 2 (two) bighas 13 (thirteen) Cottahs 7 (seven) chittaks and 21 (twenty one) square feet, be the same a little more or less, lying and situates at Holding no.59-K, G.T. Road in Mouza Kotrung, under the local limits of Uttarpara Kotrung Municipality, Police Station – Uttarpara, in the District of Hooghly (hereinafter referred to as the 'said property') free from all encumbrances.



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- B. The said Panchu Gopal Pal died intestate leaving behind his wife, Smt. Provabati Pal, two sons, Ashoke Kumar Pal, Ajit Kumar Pal and one daughter, Arati Pal, as his legal heirs and representatives.
- C. After the demise of the said Panchu Gopal Pal, the said Smt. Provabati Pal, Ashoke Kumar Pal, Ajit Kumar Pal and Arati Pal, being the legal heirs and representatives of the said Panchu Gopal Pal, became the joint owners in respect of the said property having undivided, impartible, proportionate 1/4th (one-fourth) share and/or portion each, free from all encumbrances.
- D. The said Ashoke Kumar Pal, Ajit Kumar Pal, Arati Pal and Provabati Pal, while in possession of the said property, by virtue of a registered deed of sale dated 9th June, 1964 registered with the office of the Sub-Registrar, Serampore, Hooghly and recorded in Book No. I, Volume No. 66, Pages 122 to 128, being no.5143 for the year 1964, sold, transferred and conveyed the said property unto and in favour of Vijay Kumar Shaw, Bechu Ram Shaw and Shiv Sankar Jaiswal for valuable consideration free from all encumbrances.
- E. After the purchase as aforesaid, the said Vijay Kumar Shaw, Bechu Ram Shaw, Shiv Sankar Jaiswal became the joint owners in respect of the said property, each being entitled to undivided, impartible and proportionate 1/3rd share and/or portion of the said property.
- F. While being absolutely well seized and possessed of the aforesaid property and being otherwise sufficiently entitled thereto, the said Bechu Ram Shaw, one of the co-owners of the said property, having undivided, impartible and proportionate 1/3rd share and/or portion of the said property, under and by

virtue of a registered indenture dated 12th February, 1974 sold, transferred and conveyed to and in favour of Narendra Kumar Jaiswal and Chandra Sekhar Jaiswal, the purchasers therein and the owner nos.3 and 4 herein, all that the undivided and proportionate 1/3rd share and/or portion of the said property, which was registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 48, Pages 220 to 229, being no.727 for the year 1974, for valuable consideration free from all encumbrances.

- G. By virtue of the purchase as aforesaid effected vide Indenture dated 12th February, 1974, the said Narendra Kumar Jaiswal and Chandra Sekhar Jaiswal, became the joint owners in respect of 1/3rd share and/or portion of the said property and started using and occupying the same being well selzed and possessed thereof free from all encumbrances.
- H. As a consequence of the aforesaid, the said Vijay Kumar Shaw, Shiv Sankar Jaiswal, Narendra Kumar Jaiswal and Chandra Sekhar Jaiswal thus jointly became the owners of the entirety of the said property in different shares and/or portions, free from all encumbrances being well seized and possessed thereof.
- I. While so enjoying the joint possession and ownership of the said property, the Owners herein, became desirous of developing the same and approached M/s. Gangotri Bulldcon Pvt. Ltd., the developer herein, with the proposal of developing the said property and erecting and/or constructing a multistoried building(s) thereon as per and in accordance with the building plan to be sanctioned by the Uttarpara Kotrung Municipality,

- Hooghly or any other competent authority under such terms and conditions as might mutually be agreed by and between the parties hereto.
- J. Upon such approaches and requests made on the part of the Owners to the Developer herein, the developer, in good faith, believing in the representations and assurances made by the owners with regard to the genuineness and marketability of the unencumbered title over the said property, the Developer accepted such proposal of the Owners herein and agreed to develop the said property on certain terms and conditions as mutually agreed by and between the parties herein and recorded hereunder.
- K. The consideration(s) payable as well as benefit(s)/arrangement(s) to be made for such offer inasmuch as the terms and conditions for such construction, promotion, erection, building and development of the property and providing the allotted portions and advance money to the owners herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the developer herein consisting of units, flats, car parking space etc. at and under the said multistoried building/s of the residential/commercial and/or residential-cum-commercial complex thereof by the developer to the intending purchaser(s) and/or buyer(s) have been agreed upon by and between the parties herein.
 - L. In order to reduce in writing the terms, conditions, enumerations, provisions, covenants and others for the developer providing owners' allocation and advance money to the owners herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted

portions of the developer herein consisting of units, flats, space, car parking space etc. at and under the said multistoried building(s) of the said residential/commercial and/or residential-cum-commercial complex thereof by the developer to the intending purchaser(s) and/or buyer(s) and others as under, the owners herein and the developer herein are entering into these presents amongst themselves.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-I: DEFINITIONS

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING SHALL HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:-

- OWNERS shall mean (1) SRI VIJAY KUMAR SHAW, son of Kristo Lal Shaw, by faith Hindu, by occupation business, residing at 4B, Mahendra Srimani Street, Kolkata 700 009, (2) SRI SHIV SANKAR JAISWAL, son of Lochan Ram Jaiswal alias Shaw, by faith Hindu, by occupation business, residing at 7, Simla Street, Kolkata 700 006 (3) SRI NARENDRA KUMAR JAISWAL and (4) SRI CHANDRA SEKHAR JAISWAL, both sons of Lochon Ram Jaiswal alias Shaw, by faith- Hindu, by occupation business, residing at 7, Simla Street, Kolkata 700 006, including their respective representatives, successors, successors-in-interests, administrators, executors and assigns.
- 1.2 DEVELOPER shall mean M/s. Gagotri Buildcon Private Limited, a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at 27A, Waterloo Street,

- 2nd Floor, Room No. 205, Kolkata 700 069, and its directors, officers, successor or successor-in-interest or assignee.
- 1.3 TITLE DEED shall mean the various title deeds in favour of the owners and other documents concerning the title of the said property.
- 1.4 PROPERTY shall mean ALL THAT piece and parcel of land measuring an area of about 2 (two) bighas 13 (thirteen) Cottahs 7 (seven) chittaks and 21 (twenty one) square feet, be the same a little more or less, lying and situates at Holding no.59-K, G.T. Road in Mouza Kotrung, under local limits of Uttarpara Kotrung Municipality, Police Station Uttarpara in the District of Hooghly, more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIRST SCHEDULE hereunder written and/or given.
- 5.5 SAID PROJECT/BUILDINGS shall mean and include the proposed building or buildings forming parts of the residential/commercial and/or residential-cum-commercial complex to be constructed and completed by the Developer herein in accordance with the map or plan to be sanctioned by Uttarpara Kotrung Municipality on the said property with or without modification/s thereof.
- 1.6 ADVOCATE shall mean S.K. Banerjee & Associates, Advocates of 6, Old Post Office Street, Room nos.17A & 17F, Basement, Kolkata 700 001 as the Advocate of the Parties herein as appointed by the Developer to act on their behalf for the entire project. However, the owners shall be at liberty to appoint any advocate or advocates of their own.
- 1.7 COMMON FACILITIES AND AMENITIES shall mean and include all areas and utilities in the said project which have not been specifically

allotted or sold and shall be common for all the unit/flat/car parking and space holders and at its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit/flat/car parking and space in the complex proportionately.

- SALEABLE SPACE shall mean all the constructed and/or open space of the area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said property available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.
- area (i.e. open and covered area) including the total saleable and/or transferable area in the new multistoried building/s to be constructed over the said property morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given which are allocable to the owners herein in terms of these presents comprising of various Flats/units/Apartments/shops/roof/ constructed space/ open spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said property and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities including location,

SECOND SCHEDULE herein. The developer herein shall cause the owners' allocation in the proposed building to be divided into three equal portions, as far as practically be possible, to be allocated in favour of the owners herein proportionate to their respective shares in the said property as mentioned hereinabove. It is to be cleared that the developer will get the names of the owners mutated in the local municipality in respect of their individual allocation at his own and expenses.

- In addition to the aforesaid allocation, the developer shall pay a sum of Rs.30,00,000/- (Rupees Thirty Lac) only to the owners herein as and by way of interest free security deposit in the manner as follows, which amount shall be refunded by the owners herein to the developer herein upon completion of the project and/or handing over owners' allocation by the developer pursuant to and in terms of these presents, whichever is earlier:
 - i) A sum of Rs.21,00,000/- (Rupees Twenty One Lakh) shall be paid by the developer to the owners simultaneously with the execution of this agreement.
 - ii) The balance amount of Rs.9,00,000/- (Rupees Nine Lakh) shall be paid by the developer to the owners after obtaining necessary sanctioned building plan from the Uttarpara Kotrung Municipality.
- 1.11 DEVELOPER'S ALLOCATION shall mean the remaining 63% of the total constructed area i.e., open and covered area including total saleable area in the said project to be constructed over the said property morefully and particularly mentioned, described, explained, enumerated, provided and

given at and under the FIRST SCHEDULE hereunder written and/or given which are applicable to the developer herein in terms of these presents comprising of various flats/units/apartments/shop/roof constructed specific spaces, open spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said property and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value morefully and particularly described under THIRD SCHEDULE herein.

- 1.12 ARCHITECT shall mean the person or persons who may be appointed by the Developer for designing and planning of the said project.
- 1.13 BUILDING PLAN would mean such plan or plans prepared by the Architect for the construction of the said Project to be sanctioned by the Uttarpara Kotrung Municipality togetherwith any modifications and/or alterations which may be necessary and/or required.
- 1.14 PROJECT shall mean the Project undertaken by the developer herein on the said property to be constructed erected and completed in the buildings to have various self-contained flats/units/apartments/shop/roof constructed specific spaces, open spaces and/or car parking spaces both open and covered capable of being held and/or enjoyed independently of each other.
- 1.15 SPECIFICATION shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multistoried building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be decided by the Architect as morefully and particularly mentioned,

- described, explained, enumerated, provided and given in the **FOURTH SCHEDULE** hereunder written and/or given.
- 1.16 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said multistoried building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project to the intending purchaser/s/buyer/s/tenant/s.
- 1.17 TRANSFEREE shall mean a person firm, limited company, association of persons to whom any space in the said project has been transferred, allenated, granted, demised, devised, provided and given.
- 1.18 Words importing singular shall include plural and vice versa.
- 1.19 Words importing masculine gender shall include feminine and neuter genders likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting the Neuter Gender shall include masculine and feminine genders.

ARTICLE -II (COMMENCEMENT)

- 2.1 These presents is commenced and/or shall be deemed to have commenced on and from and with effect from the date of execution of this agreement.
- 2.2 Unless terminated by mutual consent this agreement shall remain in full force and effect until such time the said project is completed and necessary completion certificate is obtained and all the areas sold and possession delivered to the purchaser.

ARTICLE-III: OWNERS' RIGHT AND REPRESENTATION

3.1 At or before entering into these presents the owners herein have assured and represented the Developer herein as follows:

- That the owners herein are the joint owners having a clear and marketable title of the entirety of the said property morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given.
- That the said property morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given is free from all sorts of encumbrances, charges, liens, lispendenses, demands, daims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference.
- That the owners herein are in uninterrupted and peaceful possession of the said property without any interruption or disturbance and/or claim from any person and/or persons in respect of the said property.
- iv) That the owners herein have not entered into any agreement for sale, memorandum of understanding, transfer and/or lease and/or development agreement and/or mortgage nor have created any Interest of a third party into or upon the said property or any part or portion thereof.
- That the owners herein do not have any excess vacant land within the meaning of the Urban Land Ceiling and Regulation Act, 1976.
- vi) That all municipal rates, taxes, khajna and other payable in respect of the said property up to the date of handing over of the possession of the FIRST SCHEDULE property hereunder written and/or given by the owners herein to the developer herein as per the terms of these

presents have been paid and/or shall be paid by the owners herein and the owners herein have agreed to keep the Developer herein, its successor and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits and proceedings thereof till the date of the said possession.

- vii) Upon handing over the possession of the said property for construction, development and promotion, all liabilities regarding the municipality tax' khajna or otherwise as may be applicable, statutory or non-statutory shall be borne exclusively by the Developer herein.
- After handing over possession to the owners by the Developer of the Allocations of the owners all liabilities regarding municipality tax, rent, khajna, statutory or non-statutory shall be the liabilities of the owners or their nominee or nominees or buyer or buyers of the owners allocations as the case may be.
- That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against the owners in respect of the entirety of the said property on any account whatsoever or howsoever.
- x) No acquisition or requisition proceeding/s is/are pending in respect of the said property nor owners herein have received any such notice or have any knowledge in this regard.
- 3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the developer herein has prima facie accepted the title of the owners but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the

owners to cause the same to be remedied and/or rectified entirely at their own cost.

3.3 The owners herein agree to grant right of development to the developer on the condition that the owners will not be responsible for obtaining sanction of building plans and/or other statutory permissions which may be required for completion of the project. The developer shall at its own costs and charges will do the same as may be required.

ARTICLE-IV: DEVELOPER'S REPRESENTATION/S

- 4.1 At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the FIRST SCHEDULE property hereunder written and/or given has been inspected by the developer herein and the developer herein is fully satisfied after proper searching about the right, title and interest of the same of the owners herein in all the manner. The examination of the local condition, land measurement and all other aspects of the FIRST SCHEDULE property hereunder written and/or given and is fully satisfied about the same.
- 4.2 The Developer herein has assured the owners herein that the Developer herein has adequate funds to be invested sufficiently at and under the subject project and having enough manpower, technical team, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

ARTICLE-V: DEVELOPER'S RIGHT

5.1 In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer herein to be paid performed and observed the owners herein have agreed to grant the

exclusive right of development for commercial exploitation in respect of the said property unto and in favour of the Developer to undertake development of the said property whereby the Developer shall be entitled to undertake the project of residential/commercial and/or residential-cum-commercial project and construct erect and complete the multi-storied building/s thereof (Ground plus upper floors) comprising of several self contained units/flats/apartments/ car parking space/shops etc. and others to be held and/or enjoyed independent of each other.

5.2 NOTHING in this presents shall be construed as a demise or assignment or conveyance in law by the owners herein of the property or any part thereof to the developer or as treating transfer of any right, title or interest in respect thereof of the Developer herein other than an license to the Developer herein to commercially develop the same in terms hereof and to deal with the developer's allocation in the multistoried building/s of the said housing/commercial and/or housing-cum-commercial complex in the manner hereinafter contained.

ARTICLE -VI: PLAN/PERMISSION/S

6.1 For the purpose of undertaking development of the said property the Developer herein will cause a map or plan to be prepared initially consisting of Ground and various upper floors and will submit the same to the Uttarpara Kotrung Municipality for sanction and make construction of the said project and/or buildings on the said property as per the sanction building plan with such modification in accordance with law and the Developer herein shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. Further the developer herein shall obtain the maximum F.A.R. in case the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for the purpose of getting

extra floors from the original sanction plan, then in such an event the sanction fee(s), fine and penalty payable to the Uttarpara Kotrung Municipality shall be paid exclusively by the Developer herein. The developer shall be authorized by the owners herein to obtain the said extra F.A.R. but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by the Developer herein exclusively and it is further clarified that the cost of construction entirely to be borne by the Developer herein. The said extra F.A.R. shall be divided proportionately as per the allocation hereof between the Parties herein.

- 6.2. The Developer herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon and the Owners hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.
- 6.3. Within 30 days after completion of all the formalities and obtaining of all permissions viz. mutation, conversion etc. as may be required under the law, the Developer herein will submit the building plan with the Uttarpara Kotrung Municipality.

ARTICLE-VII: COMMENCMENT OF WORK AND SPACE ALLOCATION

7.1. The Developer herein shall start the work of the said construction, erection, promotion' building and development of the said multi-storied building/s at and upon the FIRST SCHEDULE property hereunder written and/or given as soon as possible from the date of sanction of the building plan thereof and shall complete the construction, erection, promotion, building and development of the said multi-storied building/s at and upon the FIRST SCHEDULE property hereunder written

within 36 months from the said date of sanction plan and/or given with a grace period of 6 months.

- 7.2. That the Developer herein shall be entitled to transfer or otherwise deal with the Developer's allocated area as mentioned hereinbefore in the said project and accordingly the owners herein shall be entitled to transfer or deal with the owners allocated area.
- 7.3. That the Developer herein shall be entitled to transfer and/or assign of its allocated portion to any third party in phased manner on or before the completion of the building and the developer is entitled to enter into agreement(s) for sale and/or transfer in respect of its allocation with different purchaser(s), buyer(s) or their nominee(s) and further shall be entitled to receive all advances and full consideration for the said developer's allocated area independently. Similarly, the owners herein shall be entitled to enter into agreement(s) for sale and/or transfer of any manner in respect of their allocation with different purchaser(s), buyer(s) or their nominee(s) and further shall be entitled to receive all advances and full consideration for the said owners' allocated area independent of the developer or any other party whomsoever. Be it mentioned herein the owners herein shall have no liability and obligation as regard agreement for sale to be executed by and between the developer herein and intending purchaser(s) and/or the buyer(s) thereof in any manner whatsoever of the developer's allocated area.
- 7.4 That insofar as necessary the dealings, namely, submission, sanction, revision, modification of plan for the subject construction including sell, alienation, transfer, demise, devise and grant of the Developer's allocation, obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by the Developer herein in respect of the said

project shall be in the name of the owners herein for which purpose the Owner undertake to give the Developer the Power(s)-of-Attorney in a form and manner as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any financial liability upon the owners or effect the right, title or interest of the owners' property or owners' allocation in the said project in the said property more fully and particularly mentioned described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or give.'

7.5. The owners herein undertake that as per the request of the developer herein, if required the owners herein shall execute the Deed of conveyance or conveyances or any other Deed(s) of like nature of transfer unto and in favour of the Developer herein or its nominee or nominees at the costs and charges of the Developer herein or its nominee or nominees and the owners herein agree to join as the Vendors in the said Deed(s) of conveyance to be executed in respect of the transfer of flats alongwith undivided proportionate share of the land underneath attributable to the Developer's allocation unto and in favour of the transferee and the Developer herein shall join as confirming Party therein in the said Deed(s) of Conveyance. The Developer herein shall be entitled to sell, transfer, demise, devise, grant and provide its allocation by the Power(s)-of-Attorney to be conferred and executed by the owners to the Developer herein. It is hereby agreed that the Developer herein shall part with possession of such spaces and/or such apartments in its allocation as mentioned, described, explained, enumerated. provided and given in THIRD SCHEDULE hereunder written and/or given to the intending purchaser(s) only upon handing over possession of the owners' allocation unto and in favour of the owners herein morefully and particularly mentioned described, explained, enumerated, provided and given at and under the SECOND SCHEDULE hereunder written and/or given completed unto in full.

7.6. Upon sanction of the plan pursuant to and in terms of these presents, the specific allocation of the Parties herein shall be demarcated and/or depicted at and under the same and the same may be further revised, as per the applicability, if any, according to the revision(s) and/or modification(s) thereof in proportion to the respective allocations between the Parties herein and thereupon the owners herein shall provide a further registered Power-of-Attorney which may be further supplemented and/or further executed as per the applicability, if any, according to the revisions and/or modifications of the sanctioned plan in proportion to the respective allocation and pursuant to the same the developer herein shall be entitled to sale, transfer, demises, devise, grant and provide its allocation by the Power-of-Attorney(s) as executed by the owners to the developer herein.

ARTICLE-VIII- SAID PROJECT

8.1 That the owners herein shall deliver the possession of the said property mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given to the developer herein on the signing of these presents on as is where is basis. After sanction of building plan the Developer herein shall construct erect and complete the said project over the said property in accordance with the building plan with good and standard materials including the portion of the owners allocation as mentioned, described, explained, enumerated, provided and given at and under the SECOND SCHEDULE hereunder written and/or given.

8.2 That the Developer herein shall be authorized to apply for and obtain temporary connection of water, electricity to the said project for the purpose of construction or enjoyment of the building at developer's costs and charges.

ARTICLE-IX OBLIGATION OF THE DEVELOPER AND INDEMNITY

9.1 The Developer shall:

- i) Install all electricity line, wiring, gas, water, tele-communications, services and surface and soil water drainage of the property and shall ensure that the same connect directly to the mains.
- Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said property and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnify the owners herein from and against all the costs, charges, claims, actions, suits and proceedings.
- iv) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the owners) and has agreed to keep the owners saved harmless and fully indemnified from and against all costs charges claims actions suits and Proceedings arising from such non-compliance of statutory mandates.

- v) Remain responsible for any accident and/or mishap taking place while constructing erecting and completing the said project and/or buildings in accordance with the said plan and has agreed to keep the owners herein save harmless and fully indemnified from and against all the costs, charges, claims, actions, suits and proceeding(s) thereof.
- vi) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building(s) in accordance with the sanctioned building plan.
- vii) Not to allow any person to encroach or permit any encroachment by any person and/or persons into or upon the said property or any part or portion thereof.
- Upon completion of the project and handing over the allocations of the owners and of the Developer, the Developer shall take necessary steps to form the flat owners association and handover the charges of the building to the said association and all the flat/space owners will be responsible for maintenance of common services, amenities whatsoever. Till formation of such association the Developer shall maintain all common areas amenities, services for the common purposes and owners shall not be made liable for payment of any costs on this account.
- ix) The Developer herein declare and undertake that before starting of construction, the Developer shall comply with all formalities and obtain necessary permissions from the authorities concerned.

INDEMNITY:

- That the Developer hereby undertakes to keep the Owners herein indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relative to the construction of the said multistoried buildings.
- ii) That the Developer herein hereby undertakes to keep the owners indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer's actions with regard to the development of the said property and/or in the matter of construction of the Said building and/or for any defect herein.

ARTICLE-X: COMMENCEMENT OF CONSTRUCTION

10. For the purpose of determination of the date of commencement of the construction, the 31st day calculated on and from the date of sanction of necessary building plan in respect of the proposed project shall be treated as date of commencement of construction.

ARTICLE-XI COMPLETION

11.1 Unless prevented by circumstances beyond the control of the developer and/or circumstances amounting to force majeure as hereinafter appearing the said project shall be constructed erected and completed within a period of 36 months from the date of sanction of building plan by the Uttarpara Kotrung Municipality with a grace period of 6 months hereinafter referred to as the COMPLETION DATE. For the purpose of completion the certificate of concerned department of the Uttarpara Kotrung Municipality concerned shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

11.2 It is agreed that in the event the construction of the project is not completed at the instance of the developer within the agreed period of 36 months and the additional grace periods of 6 months owing to any willful, intentional and deliberate act or inaction on the part of the developer inspite of due diligence and efforts of the developer, the developer shall be liable to pay compensation to the owners at the rate of Rs.1,00,000/- per month at pro rata basis till handing over possession of the respective owners' allocation.

ARTICLE-XII: MISCELLANEOUS

- 12.1 The owners herein and the Developer herein have decided to sell, transfer, demise, devise, grant, provide and deliver the various portions of the said project severally. The owners hereby authorize the Developer to sale, transfer, demise, devise, grant, provide and deliver all the portions to all the prospective purchaser(s), buyer(s) and/or transferee(s) in respect of the Developer's allocation only save and except the owners' allocation which shall be dealt in entirety by the owners herein at their own choice and discretion.
- 12.2 The Owners herein hereby agree and undertake that they shall make available the title deed(s) and document(s) of the said property and the Developer herein shall be entitled to have inspection of the same including the intending purchaser(s) or buyer(s) of any Unit/Flat/Apartment/ space and others of the subject Project and undertake that the owners herein shall not create any charge or mortgage in respect of the FIRST SCHEDULE property hereunder written and/or given in any manner whatsoever save and except the Owners' allocation and that too the Owners herein shall be doing after the allocation shall be provided to the Owners herein.

- 12.3. AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN the parties hereto that the Developer herein and the Owners herein shall be entitled to enter into Agreement(s) for Sale, Transfer and/or Lease in respect of their respective allocated area in their own name and it will not be obligatory for the developer and/or owner to be confirming parties and by this agreement both the developer and the owners herein give their consent to each other in that respect.
- 12.4. All disputes and differences arising out of or in relation these presents shall be referred to Arbitral Tribunal of the three arbitrators, one to be appointed by the Owners herein and the other to be appointed by the Developer herein and both the aforesaid appointed Arbitrators will appoint the third Arbitrator. The Arbitration proceedings will be held as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof for the time being in force. The Arbitral Tribunal shall have the summary power to pass interim Award, Interim direction, orders etc., which shall be binding upon the parties.
- 12.5 Courts in Kolkata shall have the jurisdiction to entertain try all action, suits, proceeding/s arising out of these presents.

ARTICLE-XIII OWNERS' OBLIGATIONS

- The Owners herein have agreed:
 - To co-operate with the Developer in all respect for development of the said property in terms of these presents.
 - To execute all deeds documents and instruments as may be necessary and/or required from time to time.
 - III) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake

- construction of the project and/or Buildings in accordance with the said plan.
- To execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.
- v) To execute the Deed of conveyance/Lease in respect of the various constructed portion unto and in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces falling in the developer's allocation.
- vi) In view to avoid any future complication the owners herein undertake that they will not cancel these presents as well as the General Power(s)of- Attorney granted by them subject to the fact that the developer herein shall perform these presents to the satisfaction of all the terms and conditions hereof.

ARTICLE-XIV: FORCE MAJEURE

14. The Developer herein shall not be treated to have committed a default and the developer's obligations and covenant will be suitably extended under the Force Majeure clause. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport, strike notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

ARTICLE - XV: PROCEDURE

15. The Owners shall execute General Power(s) of Attorney in favour of the Developer and/or its nominee and/or nominees as may be required for the purpose of obtaining necessary permission(s) approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up with the Uttarpara Kotrung Municipality, the Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer by Promoters) Act, Pollution and Environment control Authorities, Directorate obtaining Sewerage Connection, Water, Electricity supply and charges plan and for obtaining the completion and occupancy certificate and other authorities and for booking and/or entering into agreement for sale of saleable area of the said property in respect of Developer's allocations.

ARTICLE XVI: BUILDING

- 16.1. The Developer shall at its own costs construct erect and complete the Project on the said property in accordance with the sanctioned plan as per the specifications more fully and particularly mentioned, described, explained, enumerated, provided and given in the FOURTH SCHEDULE hereunder written and/or given and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said completion date.
- 16.2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the FOURTH SCHEDULE hereunder written.

16.3. It is made clear that all the flat/unit Developer's Allocation buyers shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B. for H.T./L,T. Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and the developer will not claim on the owner's allocated area.

16.4. The developer shall be authorized in the name of the Owners insofar as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron bricks, sand other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, drainages and/or gas to the project and other inputs and facilities required for the or the better enjoyment of the building but all the costs and expenses shall be borne by the Developer herein without creating any financial liabilities on the Owners herein for which purpose the Owners shall execute in favour of the developer of its nomince or nominees necessary power(s) of attorney conferring such powers and other authorities as shall be required by the Developer. Such Power(s) of Attorney will remain in force until the Municipality and/or statutory authorities issues necessary completion certificate and all the conveyance of the various Unit holders are executed and registered.

16.5. The Developer herein shall at its own costs and expenses and without creating any financial and other liability on the owners herein construct and complete the project of various Units/Flats/Apartments/Car Parking space(s) therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer as

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per specification described in the FOURTH SCHEDULE hereunder written and/or given.

16.6 All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developer and the owners herein shall bear no responsibility in this context.

16.7 The Owners herein shall not cause any obstruction or interference in the developer continuing with the construction erection and completion of the said project as well as ensure that no one else is claiming any right title interest through or behalf of the owners, obstruction or creating any problem or difficulty in such construction.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of revenue paying land, measuring an area of about 2 (two) bighas 13 (thirteen) Cottahs 7 (seven) chittaks and 21 (twenty one) square feet, be the same a little more or less, lying and situated at Holding no.59-K, G.T. Road, within Mouza Kotrung, Police Station — Uttarpara, Sub-Registry Office at Serampore, District — Hooghly within the local limits of Kotrung Municipality, Hooghly ALONGWITH all easement rights and all amenities and/or facilities attached thereto and/or connected therewith and/or appurtenant thereto, recorded in Revisional Settlement record of rights as follows:-

- Khatian no.623, plot nos.1627 and 1626, description of land Danga and Doba respectively and measuring .125 and .96 respectively annual rent Rs.4.25 payable to the collector, Hooghly, Dakhalkar right, Touzi 171.
- Khatian no.145, plot nos.1663 and 1626, description of land Danga, measuring .111 decimals, annual rent Rs.2.16 payable to the collector, Hooghly,

- Khatian no.143, plot no.1627/2116, description of land Danga, measuring
 decimals, annual rent Rs.2/- payable to the collector, Hooghly,
- 4) Khatian no.2297, plot no.1665, description of land Danga, measuring .218 decimals and plot no.1662/2117, description Danga land, measuring .80 decimals, and plot no.1662, description Dangal land, measuring .40 decimals.

Total area 2(two) bighas, 13 (thirteen) cottahs, 7 (seven) chittaks, 21 (twenty one) square feet, only .884 decimals.

which is butted and bounded as hereunder :-

2

On the East

By G.T. Road

On the South

By rest portion of Plot No. 1662

2117

and by rest portion of plot no.1662

On the West

: By C.S. Plot

On the North

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS' ALLOCATION

ALL THAT the 37% share of the total saleable area in the proposed project to be constructed at and upon the said property togetherwith open, covered space, roof and common areas and facilities with all locational advantage and market value.

THE THIRD SCHEDULE ABOVE REFERRED TO

DEVELOPER'S ALLOCATION

ALL THAT the piece and parcel of the remaining 63% share of the total saleable area in the proposed project to be constructed at and upon the said property togetherwith the open, covered space, roof and common areas and facilities with all locational advantage and market value.

THE FORTH SCHEDULE ABOVE REFERRED TO

(Specifications)

CONSTRUCTION

R.C.C. Frame with brick structure with

specified plaster.

WINDOW

Aluminium sliding windows with integrated Grills

and 3mm Frosted Glass.

DOOR

Frames of good quality Sal wood and ISI phenol
 bonded flush Doors will be provided with mortise lock

eyepieces and aluminium Door bolts. Doors are painted

with primer. Main door will be panel door.

FLOORING

: All flooring will be furnished with Marble Tiles or vitrified tiles with 4" skirting on all sides.

KITCHEN

: Marble flooring, Marble cooking platform and sink with 2 points of C.P. Bibcock, one R.C.C. Storage Shelf & Concealed piping 2' Glazed tiles will be provided over all of cooking platform.

TOILETS

: One Orrisa type pan/Western type Commode, One wash Basin, One Shower, Two Bib Cock, One Geyser point, will be provided With concealed pipe and glaze tiles up to 6' height.

ELECTRICITY

Concealed P.V.C. copper wiring points as follows:

a) Rooms: 3 Lights, 1 Fan, 1 Plug (5Amp), 1 AC Point in Master bedroom.

b) Kitchen: 1 Light, 1 Exhaust Fan, 1 Plug (15Amp) point

c) Toilet: 1 Light, 1 Exhaust Fan, 1 Plug (15 Amp) point.

d) Balcony: 1 Light point only.

e) Liv/Dining: 3 Lights, 2 Fans, 1 T.V. 1 Telephone and 1 Fridge.

WATER SUPPLY : Municipal water supply subject to ... approval.

LIFT : Lift of reputed make and adequate capacity will be provided.

ROOF & TERRACE : Roof Tiles or equivalent treatment as per latest trend will

be provided.

PAINTS : All interior walls will be finished with coats of plaster

of parish and water proofing cement paints on Exterior

walls of the building.

EXTRA FACILITIES : A) Cable T.V. Point.

Memo of Consideration

Received from the Developer a sum of Rs. 21,00,000/- (Rupees Twenty One Lakhs)only towards development of above mentioned Property, in the following manner:-

Mode	Date	Bank	Amount (Rs.)
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[Owners]

Witnesses:

1. OphiHEKIANWAS

2. Swhon Jubh

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above-written.

SIGNED, SEALED AND DELIVERED

by the OWNERS at Kolkata in presence of :

1. ABHISHER JAISWAL

7, SIMLA STREET

KOLLATA - 700006

2. Sulhan Gupha Ft. Kailanh Boxer.

Kalkerh - 700006.

(AJAPS 4872 P) (CACSPJ 4717FJ) CACSPJ 4717FJ)

Norman Kun Jasum. (ACUP J 5329B)

(Clarcha ALHER Heinl (ACRPJ 98774)

Signature of Owners

SIGNED, SEALED AND DELIVERED

by the DEVELOPER at Kolkata in presence of :

1. somalt stondat 199/20, R.R.M.S. Kol-9

For GANGOTRI BUILDCON PVT

(Pan no - AABC G 2276J)

FOR GAMCOTRI BUILDOON PVT. LTD.

Motion Runer grafts

Signature of Developer

Draft whey me K. C. Kannoker

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Government Of West Bengal Office Of the A.R.A. - III KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 03041 of 2014 (Serial No. 09964 of 2014 and Query No. 1903L000015489 of 2014)

On 07/08/2014

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

Presented for registration at 14.25 hrs on :07/08/2014, at the Private residence by Gourav Kumar Gupta (Developer) , one of the Claimants.

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

Execution is admitted on 07/08/2014 by

- Vijay Kumar Shaw, son of Kristo Lal Shaw , 4 B, Mahendra Srimani St., Kolkete, District:-, WEST BENGAL, India, Pin :-700009, By Caste Hindu, By Profession: Business
- Shiv Sanker Jaiswal, son of Lochan Ram Jaiswal @ Shaw , 7, Simla Street, Kolkata, District:-., WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
- Narendra Kumar Jaiswal, son of Lochan Ram Jaiswal @ Shaw , 7, Simla Street, Kolkata, District:-., WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
- Chandra Sekhar Jaiswal, son of Lochan Ram Jaiswal @ Shaw , 7, Simia Street, Kolkata, District:-., WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession ; Business
- Mohan Kumar Gupta (Developer)
 Director, M/s. Gangotri Bulldcon Private Limited, 27 A, Waterloo St., Kolkata, District:-., WEST BENGAL, India, Pin:-700009.
 , By Profession: Others
- Gourav Kumar Gupta (Developer)
 Director, M/s. Gangotri Buildcon Private Limited, 27 A, Waterloo St., Kolkata, District:-., WEST BENGAL, India, Pin:-700069.
 By Profession: Others

Identified By Somnath Mondal, son of Lt. R N Mondal, 106/2 A, R R M S, Kolkata, District:-., WEST BENGAL, India, Pin :-700009, By Caste: Hindu, By Profession: Business.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 08/08/2014

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: 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Additional Registrar of Assurance - UA

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Additional registrar of Assurance-III

EndorsementPage 1 of 2

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Government Of West Bengal Office Of the A.R.A. - III KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 03041 of 2014 (Serial No. 09964 of 2014 and Query No. 1903L000015489 of 2014)

Dn 07/08/2014

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- 4. Chandra Sekher Jaiswal, son of Lochan Ram Jaiswal @ Shaw , 7, Simla Street, Kolkata, District:-., WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
- Mohan Kumar Gupta (Developer) Director, M/s. Gangotri Buildcon Private Limited, 27 A, Waterloo St., Kolkata, District:-, WEST BENGAL, India, Pin:-700009. , By Profession : Others
- Gourav Kumar Gupta (Developer) Director, M/s. Gangotri Buildcon Private Limited, 27 A, Waterloo St., Kolkata, District.-., WEST BENGAL, India, Pin:-700069. , By Profession: Others

Identified By Somnath Mondal, son of Lt. R N Mondal, 196/2 A, R R M S, Kolkata, District --, WEST BENGAL, India, Pin: 700009, By Caste; Hindu, By Profession: Business.

> (Sanatan Maity) ADDITIONAL REGISTRAR OF ASSURANCE-III

On 08/08/2014

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duty stamped under schedule 1A, Article number ; 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Arichienal Registrar of Assurance - US Kolkala

ADDITIONAL REGISTRAR OF ASSURANCE-111

EndorsementPage 1 of 2

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Government Of West Bengal Office Of the A.R.A. - III KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 03041 of 2014 (Serial No. 09964 of 2014 and Query No. 1903L000015489 of 2014)

Rs. 33094.00/-, on 08/08/2014

(Under Article : B = 32989/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 08/08/2014)

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.-36,69,90,682/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

- Rs. 49000/- is paid, by the draft number 087007, Draft Date 08/08/2014, Bank: State Bank of India, ESPLANADE, received on 08/08/2014
- Rs. 26000/- is paid , by the draft number 087008, Draft Date 08/08/2014, Bank : State Bank of India, ESPLANADE, received on 08/08/2014

(Sanatan Maity) ADDITIONAL REGISTRAR OF ASSURANCE-III

> Additional Registranal Assurance - IM. Kolkala

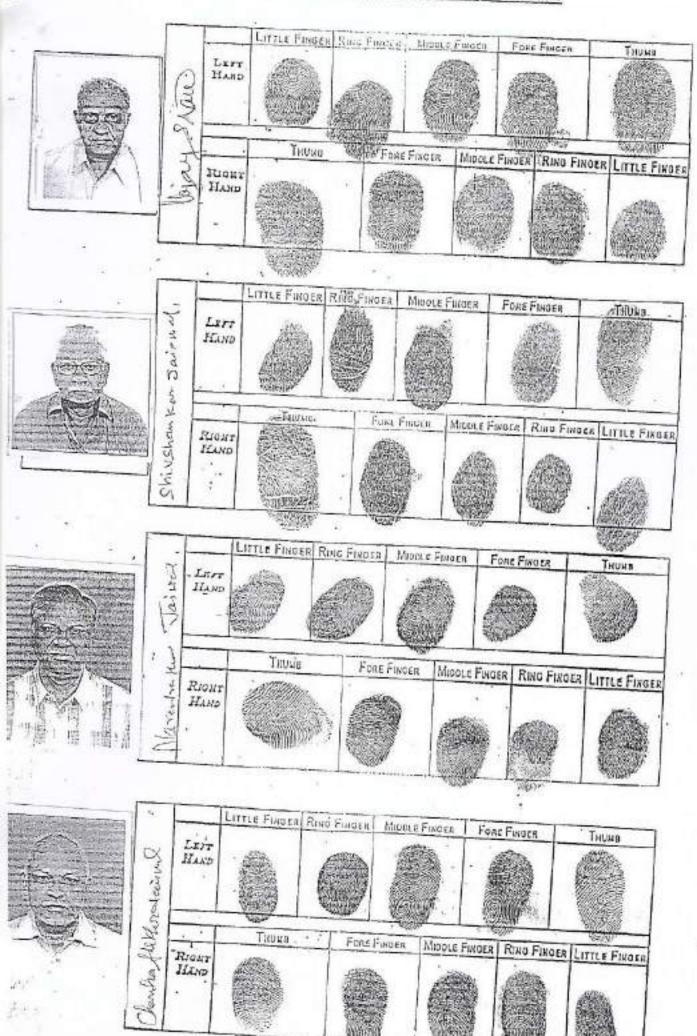
ADDITIONAL REGISTRAR OF ASSURANCE-III

CARREST AND SEASON OF THE PROPERTY AND ASSESSMENT

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EndorsementPage 2 of 2

SPECIMEN FORM FOR TEN PINGER PRINTS



SPECIMEN FORM FOR TEN FINGER PRINTS

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Certificate of Registration under section 60 and Rule 69,

Registered in Book - I CD Volume number 7 Page from 3052 to 3091 being No 03041 for the year 2014.



(Sanatan Maity) 11-August-2014 ADDITIONAL REGISTRAR OF ASSURANCE-III Office of the A.R.A. - III KOLKATA West Bengal