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17 JAN 2020

Subrata Nayak

For SN CONSULTANTS PVT. LTD.
Subrata Nayak
Director / Authorized Signatory

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made on this 17th day of January, 2020 (Two Thousand Twenty) **BETWEEN**

SRI SUBRATA NAYOK (PAN - ABSPN7785L) (Aadhaar No. 3786 9950 0006), son of Late Bibhuti Bhushan Nayok, By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700006, West Bengal, hereinafter referred to as the **OWNER / FIRST PARTY** which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART**.

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Subrata Nayak

For SN CONSULTANTS PVT. LTD.

Subrata Nayak
Director / Authorised Signatory

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A N D

SN CONSULTANTS PRIVATE LIMITED (PAN - AAKCS7799F) a Private Limited Company, having its Head Office at 30, Mohan Bagan Lane, Room No. - O4, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata - 700004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, (PAN - ABSPN7785L), By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700006, hereinafter referred to as the **DEVELOPER/ SECOND PARTY** (which such term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Parties of the First Part is owner of ALL THAT piece and parcel of rayati land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian No.850, L.R. Khatian No. 2044, 2045 and 2046 present L.R. Khatian No. 3119, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet, more fully described in the schedule 'A' written hereunder.

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Sudanta Nayak

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Sudanta Nayak
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AND WHEREAS At all material time one Madan Mohan Dutta of village Kabichandrapur, was the absolute owner of inter alia ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet.

AND WHEREAS said Madan Mohan Dutta by and through a registered Deed of Sale, executed on 10th February 2003 and registered on 10th February 2003 sold, conveyed and transferred inter alia ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet (hereinafter referred to as the said Land) in favour of (1) Sri Rammoy Das (2) Sri Prakash Bose alias Prakash Kumar Bose and (3) Sri Prakash Kumar Ghosh, for consideration mentioned therein, the said deed was registered in the office of the Additional District Sub-Registrar, Rampurhat, vide Book No. I, as being Deed No. 00850, for the year 2003.

AND WHEREAS said (1) Sri Rammoy Das (2) Sri Prakash Bose alias Prakash Kumar Bose and (3) Sri Prakash Kumar Ghosh, Mondal while seized and possessed of and/or otherwise well and sufficiently entitled to the said Land mutated their names in the office of the B.L.& L.R.O.

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Subrata Nayak

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Subrata Nayak

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Rampurhat I, and their names also published vide L.R. Khatian No. 2044, 2045 and 2046 and paid revenue thereon.

AND WHEREAS Subsequently said (1) Sri Rammoy Das (2) Sri Prakash Bose alias Prakash Kumar Bose and (3) Sri Prakash Kumar Ghosh as joint owners of the said Land, By dint of a registered Deed of Sale dated 4th December 2017 sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian No.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet (hereinafter referred to as the 'Said Properties). free from all encumbrances whatsoever for consideration mentioned therein, in favour of **Sri Subrata Nayak** (the owner herein) The said deed was registered in the office of the Additional District Sub-Registrar, Rampurhat, vide Book No. 1, Volume No. 0304, Pages from 165715 to 165732 as being Deed No. 11255 for the year 2017.

AND WHEREAS said **Sri Subrata Nayak** while seized and possessed of and/or otherwise well and sufficiently entitled to the said Land mutated his name in the office of the B.L. & L.R.O. Rampurhat I, as well as local corned authority and his name also published vide L.R. Khatian No. 3119 and paying taxes and revenue regularly.

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Subrata Nayak
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AND WHEREAS the First Party/Owner now desirous to develop the said property by constructing multi-storied building thereon and for that purpose the First Party approached the Second Party / Developer and the Developer/ Second Party accepted such proposal of the Owner / First Party and has agreed to construct the said proposed multi-storied buildings on the said property i.e. ALL THAT piece and parcel of land measuring about 8 Decimals more or less, comprised in Dag No. 2636, under Sabek khatian no.737, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within the local limits of Kharun Gram Panchayet, more fully described in the Schedule 'A' hereunder, according to the terms and conditions written herein below:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

ARTICLE : I :: DEFINITION

Unless in these premises it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

- 1.1 OWNER shall mean the above named owner / First Party and his heirs, executors, administrators, legal representatives and assigns.
- 1.2 DEVELOPER shall mean the above named Developer having its respective Reg. Office at 30, Mohan Bagan Lane, Room No- 4, Ground Floor, P.O.- Shyambazar, P.S.- Shyampukur, Kolkata- 700 004
- 1.3 THE PROPERTY shall mean the property mentioned in Schedule 'A' hereunder written, being Dag Nos. 2636, within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within Kharun Gram Panchayet, measuring about 08 Decimals land, more fully described in the Schedule 'A' hereunder.

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Subrata Nayak
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Subrata Nayak
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- 1.4 THE BUILDING shall mean the building to be constructed on the said property in accordance with the building plan as would be sanctioned by the Zila Parisad, Birbhum or any required Authority of the Developer.
- 1.5 THE UNIT shall mean the partly or wholly constructed flat/ apartment / shop / garage in the said proposed building including proportionate share in common portion and land underneath of the said property.
- 1.6 THE COMMON PORTIONS shall mean and include the common portions to be made and erected for convenient user of the flat/shop/garage etc. of the said proposed building.
- 1.7 OWNER'S ALLOCATION shall mean that the owners will be allocated 35% constructed area according to the sanctioned plan including proportionate share, right, title and interest in common facilities and amenities including the right for using the said facilities with right of user of roof, along with right to the undivided proportionate impartible share in the land.

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Subroto Nayar
FOR SN CONSULTANTS PVT. LTD.
Subroto Nayar
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- 1.8 DEVELOPER'S ALLOCATION shall mean the balance 65% out of the total construction to be made at the said property together with proportionate share, right title and interest in common facilities and amenities including the right of user of the roof along with right to the undivided proportionate impartible share in the land with all rights of the Developer to negotiate for sale out of the said portion either to the intending purchaser/ purchasers for adjustment of its expenditure and investments of the finance for raising the said construction on the said property, except owners' allocation.
- 1.9 TRANSFER WITH ITS GRAMMATICAL VARIATIONS shall mean adopted for effecting what is understood as a transfer of undivided share of a multi-storied building to the purchasers thereof by executing and registering Deed or Deeds of conveyance in accordance with the provisions of law in this behalf by the purchaser on receipt of consideration.
- 1.10 WORD IMPORTING SINGULAR shall include plural and vice-versa.
- 1.11 WORD IMPORTING MASCULINE GENDER shall include feminine and neutral genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral shall include masculine and feminine genders.

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Sudbrake Nayak
For SN CONSULTANTS PVT. LTD.
Sudbrake Nayak
Director / Authorised Signatory

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1.12 THE DATE OF DELIVERY shall mean and include date on which the owner shall handover the possession of the property to the Developer for starting the construction work at the said property and further after making the construction of owner's allocation, as mentioned above, shall be handed over to the owner by the Developer and in that case the date of giving such possession shall be noted as delivery of possession to the new construction and in either case proper receipt shall be obtained by the either party herein.

1.13 SANCTIONED PLAN shall mean the building plan or any modified plan as would be sanctioned by the Birbhum Zila parisad or any required Authority.

ARTICLE : II :: OWNER'S RIGHTS AND RESPONSIBILITIES

- 2.1 The owner's are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- 2.2 That except the owners nobody else has any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.

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Subrah Nayak
For SN CONSULTANTS PVT. LTD.
Subrah Nayak
Director / Authorised Signatory

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- 2.3 The said property is free from all encumbrances, charges, liens, impendence, attachments, trust whatsoever or howsoever.
- 2.4 There is no bar, legal or otherwise for the owners to obtain the certificate or certificates from the Income Tax Authority or other concern and permission those may be required.
- 2.5 That it is agreed by the First Parties/Owners if any dispute arises in future in respect of the title of the said property in this regard the First Parties will remove all such defects in title of the said property at their own cost.
- 2.6 That the parties will abide by the terms and conditions hereto made and if necessary the parties hereto will enter into further agreement which will be necessary for construction of the said masonry building on the said property and for other purposes.
- 2.7 That the First Party shall not make any transfer of the developing property to any third party by way of sale, lease, let out or mortgage and/or put the property to any encumbrances in any manner whatsoever.

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Subrata Nayak
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Subrata Nayak
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- 2.8 That the First Parties can enter in to any agreement for sale to the purchaser after the completion and delivery the possession of allocated area of owner's share by the developers.
- 2.9 That the Owner further undertakes to execute the Development Power of Attorney in favour of said **SN CONSULTANTS PRIVATE LIMITED, (PAN - AAKCS7799F)** a Private Limited Company, having its Head Office at 30, Mohan Bagan Lane, Room No. - O4, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata - 700 004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, (PAN - ABSPN7785L), By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700006, the Second Party/Developer herein, for the purpose of making such construction at its own risk, responsibility, cost and expenses as well as the power to negotiate with the intending Purchaser/Purchasers for sale of the flats, garages shop rooms etc. and to register the deeds documents, whatsoever, required for sale of the Developer's allocated portion only as mentioned above along with land share for such constructed area without any interference or obstruction of the owner.

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Sudraba Nayak
For SN CONSULTANTS PVT. LTD.
Sudraba Nayak
Director / Authorised Signatory

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- 2.10 The Owner has not received any notice for requisition or acquisition of the said property or any part or portion thereof.
- 2.11 That the proportionate cost for transformer, generator or other amenities if required will be borne by the Owners.

ARTICLE III :: DEVELOPER'S RIGHT

- 3.1 The Second Party /Developer has got original copies of all the title Deeds for investigating the title of the owner in the said property and the First Party undertakes to handover all original deeds and documents to the Second Party / Developer as and when be demanded by the Second Party.
- 3.2 That on the Power and by virtue of this agreement, the Developer/Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertakes to erect the said building /buildings as per the building plan at its own cost and expenses.

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Subrata Nayak
For SN CONSULTANTS PVT. LTD.
Subrata Nayak
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- 3.3 That the Second Party/Developer is hereby empowered to suitably modify or alter the sanction plan as and when required and submit the same for approval of the Birbhum Zila Parisad or required Authority with the previous written consent of the owner but the same if at all done, the entire costs and expenses shall be borne by the Second Party/Developer alone and the owner shall not bear any responsibility in this respect.
- 3.4 That the Second Party/Developer herein shall have its rights to exploit its own allocation i.e. 65% of the constructed area, as mentioned above and can sell the same on behalf of the Owner/First Party with due possession to the intended purchaser/purchasers for realization of cost of the construction of the said building.
- 3.5 The Developer shall throughout hereafter and always save harmless and keep indemnified the owner and its estate and effects of from and against all actions, costs, charges, expenses, damages, fines, penalties, civil and criminal actions or actions of revenue authorities or any other action of any nature whatsoever resulting on account of any act of omission or any breach, delay or default on the part of the Developer in developing the said property or any rules, regulations, terms and conditions or otherwise.

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Subrahe Nayak
For SNI CONSULTANTS PVT. LTD.
Subrahe Nayak
Director / Authorised Signatory

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- 3.6 The Developer shall in course of erection and completion of the said building do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the Building Rules and Regulation of Birbhum Zila Parisad or any required Authority and the Rules and Regulations of other statutes applicable thereto and shall throughout save harmless and keep the owner indemnified of from and against all claims for the fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the authorities in respect of the said work or of anything done or caused to be or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay all claims easements, outgoing rates, impositions and burdens at any time hereafter chargeable against the owners relating to the said property or building or structure thereon as and when they shall become due and payable and shall keep the owners indemnified of from and against the payment thereof.
- 3.7 The Developer shall at its own costs, risk and responsibility obtain all other necessary permissions and sanctions, extensions etc. from the Birbhum Zila Parisad and all other concerned authorities for the development of the said property and erection of the building on the said property.

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Sudanta Nayak
For SN CONSULTANTS PVT. LTD.
Sudanta Nayak
Director / Authorised Signatory

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- 3.8 The Developer shall not at anytime cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences, suffering, hardship, disturbance, or obstacle to the owners or the occupants of the neighboring properties.
- 3.9 It shall be the responsibility of the Developer to complete the development and construction within the prescribed period of 5 (Five) years from the date of sanctioned plan of the said property.
- 3.10 The stamp duty, registration and all other out pocket expenses of this agreement and the conveyance shall be borne and paid by the Developer.
- 3.11 The Developer/Second Party shall be entitled to appoint its own labours, masons, contractor, builder, engineer, architect necessary for raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibilities shall remain with the Developer/Second party and to that effect the Owners/First Parties shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventually takes place at the time of or

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Sushrutha Nayak
FOR SN CONSULTANTS PVT. LTD
Sushrutha Nayak
Director / Authorised Signatory

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after construction is completed and handing over to the prospective purchaser. The Second Party/Developer shall also remain liable for any litigation for any matter relating to the building/buildings and payment of Municipal Taxes etc. from the date of vacant possession received by the Developer from the owner on receipt or acknowledgement thereof till the time to disburse the same to the purchasers of the flats/units and the owners' allocation.

- 3.12 That if the Owners intend to sell their allocated share through the Developer, the Developer shall accept the said offer and do the needful and hand over the sale proceeds to the Owners.
- 3.13 That the Developer/Second party for the purpose of raising the said construction shall have absolute right to enter into any agreement for sale of flats / apartments, shop rooms, garages etc. in respect of its own allotted portions, as mentioned above, and to that effect the Developer shall be entitled to receive the earnest money from the intending Purchasers together with all advance thereof but at all material time the owner shall not be liable for such advance or earnest money. That the said earnest money accepted by the Second Party/Developer shall remain charge only with the Developer's share and to that effect also the owner's share to the tune, as mentioned above, remain shall unaffected and non charged.

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Subrota Nayak
For SN CONSULTANTS PVT. LTD.
Subrota Nayak
Director / Authorised Signatory

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ARTICLE IV :: APARENT CONSIDERATION

That in consideration of this agreement to allow the Developer/Second Party to construct the building on the said property and it is hereby settled that the owner shall receive 35% constructed area according to the plan as stated hereinbefore free of cost (which shall be treated as consideration against this agreement).

ARTICLE - V :: DEVELOPER'S RIGHT AND RESPONSIBILITY

- 5.1 The Developer hereby undertakes to complete the whole complex within 5 (Five) years from the date of sanction of the building plan and/or delivery of vacant possession of the said property by the owners to the Developer.
- 5.2 To incur and pay all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
- 5.3 To bear all costs charges and expenses for construction of the building at the said premises and pay all taxes.
- 5.4 That the Developer shall be entitled to obtain loan from any Bank or Banks whether Nationalized or Private or any authority or authorities or any Financial Institution in respect of the said multi storied building including further construction as aforesaid for completing the said project as and when required by way of mortgage the said schedule maintained property without consent of the owners, at its own risk. If any signature required of owners as guarantor or other purpose for loan, owner shall sign for the same.

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Sudhakar Nayak
FOR SN CONSULTANTS PVT. LTD.,
Sudhakar Nayak
Director / Authorised Signatory

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- 5.5 That the Developer shall have the absolute right to amalgamate the Schedule land with adjoining plot of land without any consent from the owners and / or prior permission of the owners and in which such event, the Owners shall not raise any objection.
- 5.6 To allocate the owner's allocation within the said stipulated period of 5 (Five) years from the date of sanction of the plan and/or delivery of vacant possession of the said property. The owner will get 35% constructed area and the same will be allotted as mentioned above free of cost as specified in the Article -VI.

ARTICLE - VI: OWNERS' ALLOCATION

- 6.1 The Owners/First parties will get 35% of the total constructed area of the said proposed buildings together with proportionate undivided share and interest in the land underneath along with proportionate common/joint easement rights and amenities as would be available in the said building along with common right of user of the roof of the said building. The owner's allocated area will be constructed as per specification mentioned in the schedule 'B' hereunder written.

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Subrata Nayak
For SN CONSULTANTS PVT. LTD.
Subrata Nayak
Director / Authorised Signatory

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ARTICLE - VII: DEVELOPER'S ALLOCATION

- 7.1 The Developer/Second Party shall be entitled to get the remaining 65% of the total constructed area of the said buildings together with proportionate undivided share and interest of the land underneath along with common right of user of the roof of the said buildings. The Developer shall be entitled to enter into an agreement for sale and/or transfer his allocated portion to any intending purchaser/purchasers and to receive and realize and collect all moneys in respect thereof.

ARTICLE - VIII: PROCEDURE

- 8.1 That the First Party/Owner shall immediately after the execution of this agreement execute in favour SN CONSULTANTS PVT. LTD., a Private Limited Company, having its Head Office at 30, Mohan Bagan Lane, Room No. - O4, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata - 700 004, represented by its one of the Director SRI SUBRATA NAVOK, son of Late Bibhuti Bhushan Nayok, by Caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700006, the Developer herein one registered irrevocable power of attorney for construction of the said proposed multi-storied building

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Subroto Nayak
For SN CONSULTANTS PVT. LTD.
Subroto Nayak
Director / Authorised Signatory

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and to enter into agreement for sale or let out or transfer in any manner of the flats and shop rooms, car parking space/cover spaces in respect of the Developer's allocated portion of the said building to any intending Purchaser / Purchasers and to receive earnest money and consideration amount and to sign, execute and admit execution and to present for registration all the deeds of conveyance/sale before the registering authority and to register the same according to law.

ARTICLE - IX :: CONSTRUCTION OF BUILDING

- 9.1 The Developer shall be solely and exclusively responsible for construction of the building at the same property.
- 9.2 The Developer while constructing the building at the said property shall not use inferior quality of goods, materials used for construction or deviate from the sanctioned plan without prior permission of the authorities.

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Sudhakar Nayak
For SN CONSULTANTS PVT. LTD.
Sudhakar Nayak
Director / Authorised Signatory

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ARTICLE - X :: BUILDING

- 10.1 The Developer shall at its own cost, expenses, risk and responsibility complete the said proposed building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials within a period of 5 (Five) years from the date of sanction of the building plan.
- 10.2 The Developer shall install and erect in the said building at its own cost as per the specifications and also as per drawings provided by the architect, i.e. pump, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and electrification in the building and also in the respective flats, garage, shop room etc. through concealed wirings and other facilities as are required to be provided in residential multi-storied building in ownership basis or otherwise.
- 10.3 The Developer shall complete the building in all respects including electrical, sanitary and water supply work without side plastering and with decent colourings of the outside and inside the building (except the individual units) in a total completed manner.

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Subroto Nayak
For SN CONSULTANTS PVT. LTD.
Subroto Nayak
Director / Authorised Signatory

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ARTICLE - XI :: COMMON FACILITIES

- 11.1 The Developer shall pay and bear all Panchayet Taxes and other dues and impositions and outgoings in respect of the said premises accruing due as and from the date of this agreement till handover possession within the said stipulated period in favour of the owner as well as other flat owners. But if any amount to be paid by the Developer regarding previous dues all such payment shall be adjusted from the owners' allocation in the newly constructed building. ■
- 11.2 After completion of the total construction, the Developer and the Owner including their respective assigns will bear the cost of common facilities and maintenance charges like cost of lift, if any, Durwans, Pump, Motor and electric charges including proportionate share of premium for the Insurance of the building, if any, and water, fire and scavenging charges etc.

ARTICLE - XII :: LEGAL PROCEEDINGS

- 12.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings which may arise in respect of the development of the said premises after the sanction of the plan and all cost charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the Developer alone.

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Subroto Nayak
For SN CONSULTANTS PVT. LTD.
Subroto Nayak
Director / Authorised Signatory

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ARTICLE - XIII :: DEVELOPERS INDEMNITY

- 13.1 The Developer hereby undertakes to keep the owner indemnified against all third party claim including intending purchasers or trespassers and actions arising out of any sorts of act of commission of the Developer or relating to the construction of the building.
- 13.2 The Developer hereby undertakes to keep the owner indemnified against all acts, 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 in the manner of constructing for the said building and/or any defect or deviation therein.

ARTICLE - XIV :: MISCELLANEOUS

- 14.1 The Owner and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association of persons.

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Subrata Nayak

For SN CONSULTANTS PVT. LTD.

Subrata Nayak
Director / Authorised Signatory

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- 14.2 The Owner hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in that matter and the Owner shall execute any such additional Power of Attorney and/or authorization in favour of the Developer for that purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds and matters and things do not in any way infringe on the right of Owners and/or against the spirit of the agreement.
- 14.3 The Developer shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agree to abide by the rules and regulations of such management society, association, holding organization and hereby give their consent to abide by the same.
- 14.4 The name of the building shall be decided later on by parties on mutual understanding.
- 14.5 On and from the date of completion of the building and handing over possession the developer and/or transferees and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective areas and/or share of the constructed area.

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Subrata Naya
For SN CONSULTANTS PVT. LTD.
Subrata Naya
Director / Authorised Signatory

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ARTICLE - XV :: FORCE MAJEURE

- 15.1 The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force Majeure and shall be suspended from the obligations during the duration of the force Majeure as understood in law.
- 15.2 Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or any other act or commission beyond the reasonable control of the Developer.

ARTICLE - XVI :: ARBITRATION

- 16.1 If any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the Arbitrator to be appointed by Court and decision of said Arbitrator shall be final and binding upon the parties.

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Subrata Nayak

For SN CONSULTANTS PVT. LTD.

Subrata Nayak

Director / Authorised Signatory

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SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of rayati Bastu land, measuring in total about 08 (eight) Decimals, comprised in Dag No. 2636, Sabek Khatian No.737, L.R. Khatian No. 2044, 2045 and 2046, at present L.R. Khatian No. 3119, within Mouza Atla, J.L. No. 58, Police Station Rampurhat, District Birbhum, within the limits of Kharun Gram Panchayet, together with all other rights of easement attached thereto, butted and bounded as follows :-

ON THE NORTH : Property of Dag no. 2636.

ON THE SOUTH : Property of Nazrul Islam and others.

ON THE EAST : Property of Tapan Pal and Dag no. 2639.

ON THE WEST : Property of Nimai Neye and Dag no. 2650.

SCHEDULE "B" ABOVE REFERRED TO

(Particulars of Specification for construction of flats)

1. FOUNDATION : R.C.C. foundation and R.C.C. framed structure.
2. WALL : Brick wall for outer wall 8" inches and for inner wall 3" inches with specified plaster and paris inside the flats.
3. FLOOR : Floor will be of Glazed Tiles

Contd -26

Sudanta Nayak
For SN CONSULTANTS PVT. LTD.
Sudanta Nayak
Director / Authorised Signatory

26

4. DOORS : Door frames will be of good quality sal wood and doors will be commercial flash door.
5. WINDOWS : All windows will be of aluminum sections fitted with glass panel.
6. KITCHENS : Glazed Tiles floor, black stone on cooking platform, one sink with tap water point and upto 3' feet height glazed tiles over the cooking platform will be provided.
7. TOILET : Ceramic tiles/glazed tiles upto 5' feet height, Anti Skid Tiles floor, concealed pipe line and Indian or Western Pan.
8. WASH BASIN : One wash basin will be provided in each flat.
9. ELECTRIC WIRING : Concealed electric wiring with switch board, three light point, one fan point and one plug in the bed room, two light point one fan point and one plug point in the kitchen, one light point, one fan point and one plug point in the bath room will be provided.

Contd -27

Subrata Nayak
For SN CONSULTANTS PVT. LTD.
Subrata Nayak
Director / Authorised Signatory

- 10. WATER SUPPLY : Water supply from the overhead tanks of the building.
- 11. EXTRA WORK : For any extra work, other than the above mentioned specification, the First Party /Owner will be liable to pay extra amount in advance.

NOTE : The lay out and specification contained herein are subject to alteration / modification on account of technical reason.

IN WITNESS WHEREOF the parties put their respective seals and signatures on this day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN PRESENCE OF**

WITNESSES :-

- 1. *Subrata Nayak*
Subrata Nayak
- 2. *Mukul Nayak*
Ram Prasad

Subrata Nayak

SIGNATURE OF THE FIRST PARTY/
OWNER

For SN CONSULTANTS PVT. LTD.

Subrata Nayak
Director / Authorised Signatory

SIGNATURE OF THE OTHER PARTY/
DEVELOPER

Drafted by:-

Ismail Sk

Ismail Sk. (Advocate)

Rampurhat Court.

En. No. - WB-331/1996.

Typed by:-

Md Badsha Alam























Md Badsha Alam

Kutubpur

Subrata Nayak

FOR SN CONSULTANTS PVT. LTD.

Subrata Nayak
Director / Authorised Signatory

					
Subrata Nayak					
					
Subrata Nayak					

आयकर विभाग
INCOME TAX DEPARTMENT
SN CONSULTANTS PRIVATE LIMITED



भारत सरकार
GOVT. OF INDIA



26/03/2007

Permanent Account Number

AAKCS7799F

26/03/07

इस कार्ड को खोने / खोने पर दुरुपयोग पूर्णताका / खोने पर
आयकर विभाग द्वारा, एनएसडी को एन
एन सीएस, एन सी एस/एन, प्लॉट नं. 342, गेट नं. 402/ए
मोडल कॉलोनी, नज्द डीप बंगला हाउस,
पुणे - 411 016

*If this card is lost / someone's lost card is found,
please inform / return to /*
Income Tax PAN Services Unit, NSDL,
5th floor, Mantri Square,
Plot No. 342, Survey No. 5078,
Model Colony, Near Deep Bungalow Colony,
Pune - 411 016

Tel: 91-20-27218010 Fax: 91-20-2721 8061-
e-mail: nsdlinfo@nsdl.co.in

For SN CONSULTANTS PVT. LTD.

Sudhakar Nayak
Director / Authorised Signatory

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUBRATA NAYOK

BIBHUTI BHUSHAN NAYOK

05/04/1952

Permanent Account Number

ABSPN7265L

Subrata Nayok

Signature



10/10/2007

Subrata Nayok

इस कार्ड के साथ / साथ ही अपना पहचानाई / पहचान
अपना नाम, पता, उम्र, लिंग, धर्म, रक्त समूह, आदि
सही ढंग से, सही ढंग से, सही ढंग से भरना।
एन. बी. नॉ. 10/10/2007, मुंबई - 400 013

If this card is lost / damaged / this card is found
Please inform / return to
Income Tax PAN Service Unit, NSDL,
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Park, Mumbai - 400 013.

Tel: 91-22-2495 4551, Fax: 91-22-2495 0694,
e-mail: nsdl@nsdl.co.in

Subrata Nayok



ভারতের নির্বাচন কমিশন
পত্রিত্ব শত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

IUE1459089



নির্বাচকের নাম : সুব্রত নায়েক
Elector's Name : Subrata Nayak
নিতার নাম : বিহুতিভূষণ নায়েক
Father's Name : Bihuti Bhushan Nayak
লিঙ্গ/Sex : পু/ M
জন্ম তারিখ
Date of Birth : 08/04/1952

Subrata Nayak

IUE1459089

ঠিকানা:
১৫, জ্যোতিন্দ্র মোহন এভিনিউ, কলকাতা
নিউমিলিশন কর্পোরেশন, বুর্তোলা, কলকাতা-৭০০০০৬

Address:
SA, JOTINDRA MOHON AVENUE,
KOLKATA MUNICIPAL
CORPORATION, BURTOLLA,
KOLKATA-700006



Date: 30/09/2010

105-শ্রীমতী পুষ্কর নির্বাচন এলাকা নির্বাচন নিয়ন্ত্রক
অফিসের স্বাক্ষরিত
Facsimile Signature of the Electoral
Registration Officer for
105-Shyampukur Constituency

নিয়ম অনুযায়ী এই পুষ্কর নির্বাচন এলাকা নির্বাচন নিয়ন্ত্রক
অফিসে যোগাযোগ করে নিয়ন্ত্রককে জানানো হবে এবং
নিয়ন্ত্রক কর্তৃক প্রদত্ত হবে।
In case of change in address mention the Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

Subrata Nayak

Directorate of Registration & Stamp Revenue
e-Challan

192019200154850571

Payment Mode

Online Payment

Date: 17/01/2020 10:31:47

Bank : State Bank of India

IK0AKLYPL3

BRN Date: 17/01/2020 10:32:38

DEPOSITOR'S DETAILS

Id No. : 03041000086827/5/2020

[Query No./Query Year]

Name : Subrata Nayok

Contact No. :

MOBILE No. : +91 8925178447

E-mail :

Address : Kolkata

Applicant Name : Mr Md Badsha Alam

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	03041000086827/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	20
2	03041000086827/5/2020	Property Registration-Registration Fees	0030-03-104-001-18	21
Total				41

In Words : Rupees Forty One only

VERIFIED

Major Information of the Deed



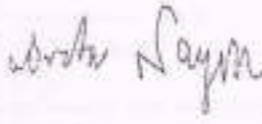
Deed No :	I-0304-00445/2020	Date of Registration	17/01/2020
Query No / Year	0304-1000086827/2020	Office where deed is registered	
Query Date	16/01/2020 11:24:08 AM	A.D.S.R. RAMPURHAT, District: Birbhum	
Applicant Name, Address & Other Details	Md Badaha Alam Rampurhat, Thana : Rampurhat, District : Birbhum, WEST BENGAL, Mobile No. : 8926178447, Status :Others		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 28,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

Land Details :

District: Birbhum, P.S:- Rampurhat, Gram Panchayat: KHARUN, Mouza: Atla, JI No: 58, Pin Code : 731224

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2636	LR-3119	Vity	Vity	8 Dec	20,00,000/-	28,00,000/-	Width of Approach Road: 10 FL. ■
Grand Total :					8Dec	20,00,000 /-	28,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Subrata Nayok (Presentant) Son of Late Bibhuti Bhushan Nayok Executed by: Self, Date of Execution: 17/01/2020 , Admitted by: Self, Date of Admission: 17/01/2020 ,Place : Office			
		17/01/2020	L1 17/01/2020	17/01/2020
Prerna Flat No 6 C 9A Jatindra Mohan Avenue Kolkat, P.O:- Beadon Street, P.S:- Burtola, District:- Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABSPN7785L, Aadhaar No: 37xxxxxxxx0006, Status :Individual, Executed by: Self, Date of Execution: 17/01/2020 , Admitted by: Self, Date of Admission: 17/01/2020 ,Place : Office				



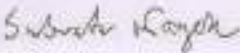
Identifier Details :

Name,Address,Photo,Finger print and Signature



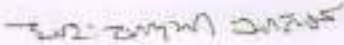
SN CONSULTANTS PRIVATE LIMITED

30 MOHAN BAGAN LANE ROOM NO 04 GROUND FLOOR KOLKATA, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004 , PAN No.:: AAKCS7799F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr Subrata Nayok Son of Late Bibhuti Bhushan Nayok Date of Execution - 17/01/2020, , Admitted by: Self, Date of Admission: 17/01/2020, Place of Admission of Execution: Office</p>	 <p>Jan-17 2020 12:13PM</p>	 <p>LTI 17/01/2020</p>	<p>Signature</p>  <p>17/01/2020</p>
<p>PRERNA FLAT NO 6C 9A Jatindra Mohan Avenue Kolkata, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABSPN7785L, Aadhaar No: 37xxxxxxxx0006 Status : Representative, Representative of : SN CONSULTANTS PRIVATE LIMITED (as director)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Md Badsha Alam Son of Mr Md Aminul Islam Kutubpur, P.O:- Jaykrishnapur, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731202</p>	 <p>17/01/2020</p>	 <p>17/01/2020</p>	 <p>17/01/2020</p>
Identifier Of Mr Subrata Nayok, Mr Subrata Nayok			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Subrata Nayok	SN CONSULTANTS PRIVATE LIMITED-8 Dec

Details as per Land Record

Birbhum, P.S:- Rampurhat, Gram Panchayat: KHARUN, Mouza: Atla, JI No: 58, Pin Code : 731224

Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
LR Plot No:- 2636, LR Khatian No:- 3119	Owner: সুভদ্রা নায়ক, Gurdian: বিজুতি ভূষণ নায়ক, Address: নিজ Classification: দেওয়ান, Area: 0.08000000 Acre,	Mr Subrata Nayok

Endorsement For Deed Number : I - 030400445 / 2020

On 16-01-2020

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 25,00,000/-

Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAMPURHAT
Birbhum, West Bengal

On 17-01-2020

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.

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

Presented for registration at 12:05 hrs on 17-01-2020, at the Office of the A.D.S.R. RAMPURHAT by Mr Subrata Nayok ,Executant.

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

Execution is admitted on 17/01/2020 by Mr Subrata Nayok, Son of Late Bibhuti Bhushan Nayok, Prema Flat No 6 C 9A Jatindra Mohan Avenue Kolkat, P.O: Beadon Street, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business

Indetified by Mr Md Badsha Alam, , Son of Mr Md Aminul Islam, Kutubpur, P.O: Jaykrishnapur, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731202, by caste Muslim, by profession Others

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

Execution is admitted on 17-01-2020 by Mr Subrata Nayok, director, SN CONSULTANTS PRIVATE LIMITED, 30 MOHAN BAGAN LANE ROOM NO 04 GROUND FLOOR KOLKAT, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004

Indetified by Mr Md Badsha Alam, , Son of Mr Md Aminul Islam, Kutubpur, P.O: Jaykrishnapur, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731202, by caste Muslim, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2020 10:32AM with Govt. Ref. No: 192019200154850571 on 17-01-2020, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. ICKAKLYPL3 on 17-01-2020, Head of Account 0030-03-104-001-16

Stamp Duty

Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-

= Rs 20/-

Value of Stamp

Stamp Type: Impressed, Serial no 13439, Amount: Rs.5,000/-, Date of Purchase: 14/01/2020, Vendor name:

Prasanna Saha

Stamp Type: Court Fees, Amount: Rs. 10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 17/01/2020 10:32AM with Govt. Ref. No: 192019200154850571 on 17-01-2020, Amount Rs: 20/-, Bank:

State Bank of India (SBIN0000001), Ref. No. IK0AKLYPL3 on 17-01-2020, Head of Account 0030-02-103-003-02



Sougata Das

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Birbhum, West Bengal



Stamp Duty

Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-
= Rs 20/-
Description of Stamp
Stamp: Type: Impressed, Serial no 13439, Amount: Rs.5,000/-, Date of Purchase: 14/01/2020, Vendor name:
Pran Saha
Stamp: Type: Court Fees, Amount: Rs.10/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
online on 17/01/2020 10:32AM with Govt. Ref. No: 192019200154850571 on 17-01-2020, Amount Rs: 20/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0AKLYPL3 on 17-01-2020, Head of Account 0030-02-103-003-02



Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAMPURHAT
Birbhum, West Bengal



ate of Registration under section 60 and Rule 69,
ered in Book - I
he number 0304-2020, Page from 9571 to 9610
g No 030400445 for the year 2020.



Digitally signed by SOUGATA DAS
Date: 2020.01.20 13:27:28 +05:30
Reason: Digital Signing of Deed.

SouGata Das

(Sougata Das) 2020/01/20 01:27:28 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAMPURHAT
West Bengal.

(This document is digitally signed.)