9063/15 Pan Janes + Rs. 100 ONE NDRED RUPEES DIA NON JUDICIAL EST BENGAL भिक्तियवला पश्चिम बंगाल V 092033 THIS AGREEMENT made this 21st day of August Two Thousand and Fifteen BETWEEN SANDIP KUMAR AGARWAL, son of the said Jagdish Prasad Agarwal by faith Hindu by occupation business, having PAN: ADMPA3225G, residing at No. P-19/1, C.I.T. Road, Scheme VII (M), Police Station Manicktala, Kolkata - 700054. MAP Agaswall

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ANTRIX INFRASTRUCTURE PRIVATE LIMITED

(SANDIP ER AGARWAL).

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 MAYA DEVI AGARWAL, wife of Shri Jagdish Prasad Agarwal by faith Hindu by occupation bousewife having PAN: ADAPA1193K, residing at No. P-19/1.
 C.I.T. Roud, Scheme VII (M), Police Station Manicktals, Kolkata – 700054

hereinafter jointly referred to as "the OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs executors administrators legal representatives and/or assigns) of the ONE PART; AND ANTRIX INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act. 1956 having its Registered Office at P 19/1, CIT Road, Scheme VII (M) Kolkata-700054 (having PAN: AALCA9869M) and represented by its Director Mr. Sandip Kumar Agarwal, hereinafter referred to as "the DEVELOPER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the OTHER PART:

PART-I# DEFINITIONS:

- Unless in this Agreement there be something contrary or repugnant to the subject or context:-
 - (a) "Building Complex" shall mean and include the said Premises and the New Buildings thereat with the Common Areas and Installations;
 - (b) "Building Plans" shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the names of the Owners from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;

**Common Areas and Installations and facilities comprised in and for the individual New Buildings and/or the said Premises and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the SECOND SCHEDULE hereunder written but the same is subject to medifications or changes as may be made by the Developer therein;

- (d) "New Buildings" shall mean the several individual buildings to be constructed from time to time at the said Premises;
- (e) "Internal Agreed Proportion" shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the FOURTH SCHEDULE hereto;

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"Fransfer" with its grammatical variations shall include transfers by sale,

lease, letting out, grants, exclusive rights or otherwise; cn.

"Owners" Allocation" shall according to the context mean 20% (20 per cent) of the Realizations to and shall include the shares or portions if allowed to the Owners or any of them under clause 12.3 (and/or subclauses thereof) hereto:

"Developer's Allocation" shall according to the context mean 80% (80 (h): per cent) of the Realizations to and shall include the shares or portions if allotted to the Developer under clause 12.3 (and/or sub-clauses thereof)

"Agreed Ratio" shall mean the ratio of sharing or distribution of Realization and others hereunder between the Owners and the Developer which shall be 20% (20 per cent) belonging to the Owners and 80% (80 per cent) belonging to the Developer;

(1) "Project" shall mean the development of the Building Complex and

Transfer of the same:

(k) "Realization" shall mean and include the consideration received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time but shall not include any amounts received on account of Extras and Deposits:

- "said Premises" shall mean ALL THAT pieces or parcels of land containing an area of 46 counh 3 chittaks 15 square feet more or less corresponding to about 76.38 decimals/sataks or 0.76 acres more or less comprising of the entire R.S. and L.R. Dag Nos. 2365 (0.17 acres), 2368 (0.17 acres) and divided and demarcated portions measuring 0.03 acres more or less comprised in R.S. and L.R. Dag No.2369 and 0.39 acres more or less comprised in R.S. Day No.2370 reobrded in L.R. Khatian Nos. 7405 and 10259 (formerly R.S. Khatian Nos. 1780, 1627 and 2799) all in Mouza Gopalpur, J.L. No.2 under Police Station Airport under Rajarhat Gopalpur Municipality in the District of North 24-Parganus together with all dwelling rooms and structures constructed on portions thereof, morefully described in the FIRST SCHEDULE hereunder written:
- "Transferable Areas" shall mean the Units, Parking Spaces and anything. (m) comprised in the Building Complex which is commercially exploited including by adding to the chargeable super built-up area or otherwise;
- "Transferees" shall mean the persons to whom any Transferable Areas in (m) the Building Complex is Transferred or agreed to be Transferred;

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(o) "Units" shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Building at the said Premises capable of being exclusively held used or occupied by a person.

PART-II # RECITALS:

- WHEREAS the Owners have purchased different portions or shares the said Premises with each of them owning areas as mentioned in the FIRST SCHEDULE hereunder written;
- 2.1. AND WHEREAS pursuant to the purchase as aforesaid, the Owners became entitled to their respective areas in the said Premises and have in common desired to enjoy the commercial benefit out of development of the premises on engagement of developer and promoter who would at its own costs and expenses construct a Building Complex thereon and would Transfer the same to interested transferees and the Owners shall be entitled to a specified percentage of the consideration payable by the transferees for such Transfer as consideration for sale of proportionate undivided share in the land to such interested transferees;
- 2.2. AND WHEREAS upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Building Complex at the said Premises who would construct the same exclusively at its costs and expenses and would also Transfer the same and the Realizations would belong to the parties in the Agreed Ratio and the Owners shall receive their share of the Realizations as consideration for sale of proportionate shares in land in favour of Transferces of Transferable Areas upon completion of construction thereof;
- 2.3. AND WHEREAS to avoid possible disputes and differences in future between the parties desired to record into writing the terms and conditions agreed between them as contained in this Agreement.

PART-III # WITNESSETH:

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

- 3. DEVELOPMENT AND CONSTRUCTION:
- 3.1. The Owners have agreed to appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said Premises and construct the Building Complex thereon and to Transfer the same for benefit of both the Owners and the Developer as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 3.2. It is recorded that the Owners shall not be required to contribute, take part and/or join in with regard to construction of the New Buildings at the said Premises, which shall be carried out by the Developer on its own.

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3.3. The Developer by virtue of this Agreement made hereunder shall be solely entitled to develop the said Premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building

3.4. The Owners shall be entitled to the Owners' Allocation being 20% (20 per cent) of the Realizations and also any shares or portions if allotted to the Owners or any of them under clause 12.3 (and/or sub-clauses thereof) hereto and the Developer shall be entitled to the Developer's Allocation being 80% (80 per cent) of the Realizations and also any shares or portions if allotted to the Developer or any of them under clause 12.3 (and/or sub-clauses thereof) hereto.

3.5. The Developer agrees to develop the said Premises in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.

3.6. The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.

3.7. The Owners have agreed to convey proportionate shares in land attributable to the Units and other transferable areas, as applicable, in favour of the Transferees upon completion of construction thereof by the Developer in terms hereof.

4. LICENSE TO ENTER UPON:

4.1. With effect from the date hereof the Developer shall have the mere license to enter upon the said Premises strictly to carry out all construction works required for the development of the Building Complex. The legal possession of the said Premises is and shall continue to be exclusively with the Owners until completion of the Building Complex and only thereafter the Owners and the Developer shall be in joint possession with right to the Developer to deliver possession of the Transferable Areas directly to the Transferees thereof.

5. TITLE, ENCUMBRANCES AND PROPERTY RELATED OBLIGATIONS:

5.1. The said Premises and each part thereof is and shall be free of and from Encumbrances created or suffered by the Owners. It is recorded that the Developer has investigated, verified and satisfied itself fully as regards the title, measurement, location and nature of the said premises. In case any Encumbrance arises or is detected in respect of the said Premises or any part thereof at any time or in case any defect or deficiency in the title of the said Premises arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said Premises at any time, the same shall be suitably

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contested and dealt with by the Developer and the cost of the same shall be borne and paid by the parties bereto in the Agreed Ratio;

- 5.2. In case the records of the B.L. &L.R.O. Municipality or any other concerned authority require any correction or rectification or change, the Developer shall cause the same at its own costs and expenses. The Owners shall opply for and obtain any approval, permission, No Objection Certificates and/or clearances that may be required for making the said Premises fit for sanction of plans and also those that may be required in respect of the ownership and title of the said Premises;
- 5.3. The Owners shall pay and clear upto date Khajana and Municipal Tax, if any outstanding:
- 5.4. The Developer shall obtain Conversion of the land, if and to the extent required for construction of the Building Complex.

6. TITLE DEEDS:

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- 6.1. All original documents of title relating to the said Premises shall be delivered by the Owners to the Developer who shall keep the same in safe, unobliterated and unconcelled condition.
- The Owners and the Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required and the Owners agrees to produce the deeds and provide copies thereof and co-operate with the Developer fully in this regard.

7. SURVEY, MUTATION, SANCTION AND MODREICATION OF BUILDING PLANS:

- 7.1. The Developer shall at its own cost and expenses cause to be prepared the proposed plans and send a copy of the same to the Owners. In case there is any point of discussion on the proposed plans between the Owners and the Developer, the same shall be done in the presence of the Architect for the project whose decision shall be final and binding on the parties.
- 7.2. The Developer shall submit and cause the Building Plans to be sanctioned by the Appropriate Authorities within 6 (six) months from the date of finalization of such plans.

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7.3. The Developer shall be entitled from time to time to cause modifications and alterations to the new building plans or revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

7.4. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said Premises and other preparatory works relating to the sanction of plans for the New Building.

8. CONSTRUCTION OF THE BUILDING COMPLEX:

- 8.1. The Developer shall construct and build the Building Complex at the said Premises in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- Premises in a good and workman like manner with good quality of materials and at its sole risk. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 8.3. The Developer shall construct creet and complete the Building Complex in accordance with the Specifications mentioned in the THIRD SCHEDULE hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.
- 8.4. The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex, at its own cost,
- 8.5. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and

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sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said Premises or any portion thereof and/or for obtaining any utilities and permissions.

8.6. The Developer shall be entitled to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.

8.7. The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

 The construction work shall be carried out in phases as per the discretion of the Developer.

8.9. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.

8.10. The Developer shall deal with the Municipality, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act. 1976, Pollution Control Authorities, D.L. & L.R.O., B.L. & L.R.O., and other authorities under the West Bengal Land Reforms Act. Insurance Companies and authorities, Police Authorities, CESC Limited, WBSEDCL and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all

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manner and for all purposes connected with the development or Transfer of the

Building Complex or anyway connected therewith. The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any latches and/or lapses on the part of the Developer.

The Developer shall keep the Building Complex fully and comprehensively 8.12 insured as per the requirement of laws including for all damages, losses. Force

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- The Developer shall construct the New Building at its own cost, risk and responsibility. The Developer shall alone be responsible and liable to Government, Panchayat. Zilla Parishad, Municipal and other authorities concerned and to the Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owners fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer. Any claim/ damages arising during construction period due to construction activity will be borne by the Developer only. The Owners shall have no liability or responsibility regarding this whatsoever.
- 8.14. Except as provided in clause 5.1 above, if any legal proceeding has to be filed. pursued or contested relating to the Project after the signing of this Development Agreement, then the litigation costs and expenses including lawyer's fees shall be borne and paid by the Developer.
- All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the said Premises in terms hereof shall be borne and paid by the Developer and the Owners shall not be required to pay or contribute any amount on such account.
- The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

TRANSFER:

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. The Developer shall Transfer the Units. Parking Spaces and other saleable 9.1. spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained

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- 9.2. The Owners agree to sell and transfer their undivided shares in the land attributable to Units and other Transferable Areas to the Transferees thereof in such parts or shares as the Developer may nominate or require. However, the sale and/or transfer shall be done and completed only upon completion of construction of the concerned Transferable Areas and delivery of possession or execution of the deeds of conveyance in respect of the Transferable Units in favour of the Transferees and any agreement for sale that may be required to be entered with the Transferees will also expressly mention about this stipulation.
- 9.3. The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Transferees.
- 9.4. The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Buildings at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5 The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Transferee and if necessary to cancel revoke or withdraw any such booking.
- 9.6. The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payce thereof.
- 9.7. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners and the marketing agents appointed for the purpose.
- The agroements, receipts, confirmations, applications, final sale deeds or deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners wherever required Provided That the Owners shall execute and register the final sale deeds or deeds of transfer thereby conveying the proportionate share in land attributable to the Units or other Transferable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms bereaf.
- O. The Owners may if so required by the Developer amborize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more powers of attorney in favour of the Developer,

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9.10. All documents of transfer or otherwise shall be such as be drafted by DSP Law. Associates, Advocates of 4D Nieco House, 4th Floor, 2, Hare Street, Kolkata Associates, Advocates of 4D Nieco House, 4th Floor, 2, Hare Street, Kolkata 700001 or any other law firm as may be mutually decided by the Owners and the Developer.

9.11. Marketing Costs: All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Transferee or other person relating to the Building Complex shall be borne by the Developer.

10. REALIZATION AND DISTRIBUTION:

10.1. The parties agree as follows:-

(a) The Owners shall be entitled, in the Internal Agreed Proportion, to a specific 20% (20 per cent) of the Realization from the Building Complex;

(b) The Developer shall be entitled to a specific 80% (80 per cent) of the Realization from the Building Complex.

- The Developer shall simultaneously with the execution of the sale deeds in respect of the Units or other Transferable Areas upon completion of construction thereof pas to the Owners the share of the Owners (as per the Agreed Ratio) in the Realization in respect of such Units or other Transferable Areas under sale Provided That in case the sale deeds in respect of all the sold Units and Transferable Areas are not executed within 180 (one hundred eighty) days of completion of construction thereof, then the Developer shall within 180 (one entire share (as per the Agreed Ratio) of all Realizations until then received by the Developer in respect of such sold Units and Transferable Areas shall then be poid to the Developer to the Owners within 30 (thirty) days of receiving from the Transferees.
- 10.3. Nothing contained in clause 10.2 above shall prevent the Developer from making any provisional or part payments to the Owners prior to the date mentioned payments.
- or omissions and the consequent accounting and settlement when detected Further, in case due to cancellation of any booking or agreements/contracts or any Other reason, any part of the Realization becomes refundable or payable to any Transferee and/or any interest or compensation is payable to any Transferee or Realizations in the hand of the Developer may be used for the purpose or the same

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shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.

- 10.5. After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.6. The audited accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 90 (ninety) days of such given date.
- 10.7. Any Extras and Deposits that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.

11. DATE OF COMPLETION:

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- 11.1. Time for completion: Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within 4 (four) years from the date of sanction of Building Plans with a grace period of 6 (six) months (hereinafter referred to as "the Grace Period").
- 11.2. Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

12. DEFAULTS AND DIVISION OF THE BUILDING COMPLEX:

- 12.1. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.
- 12.2 The parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.
- 12.3. In case upon expiry of 180 (one hundred eighty) days from the date of completion of construction of the Building Complex there be or remain unsold Transferable Areas or in case at any time, the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:

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- (a) The Owners and the Developer would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio. As amongst the Owners inter-se they may be allotted separated areas according to the Internal Agreed Proportion or they may jointly be allotted the same as the Owners may specify at the material time;
- Owners and the Developer would be mutually finalized by the parties and the areas to be allotted separately to the Owners and the Developer respectively shall then form part of the Owners' Allocation and the Developer's Allocation respectively. The Owners would jointly be entitled to proportionate undivided share in the land and the Common Areas and Installations as properties attributable and appurtenant to the separately allotted Owners' Allocation and would be liable to convey and transfer their proportionate share in the land to the Transferces nominated by the Developer in respect of the separately allotted Developer's Allocation;
- (e) The Developer shall deliver to the Owners, the Separately Allotted Owners* Allocation.

B. COVENANTS:

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- 13.1. The Owners hereby declare and confirm that all acts deeds and things done by the Developer shall be fully binding on the Owners and each of them and the same itself and the Owners. The receipts or acknowledgements issued by the Developer shall bind the Owners to the extent of its share of the amounts therein.
- The Owners agree and covenant with the Developer not to cause any interference or hindrance in the development and/or Transfer of the Building Complex at the Developer hereunder may be affected or the Developer is prevented from making or doing and carrying out the other acts contemplated herein.

14. MISCELLANEOUS:

14.1. The parties shall upon completion of the Building Complex form an Association for the common purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time the Association is formed the Developer or its nominee shall be in charge for the Common Purposes.

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- 14.2 All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and other constructed areas of the Building Complex. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or after the same from time to time and to identify and transfer exclusive areas in the Building Complex to the intending buyers and transferoes thereof.
- 14.3. For all or any of the purposes mentioned herein, the Owners shall fully co-operate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 14.4. It is further expressly clarified that notwithstanding any death or disability of the owners or any of them, this agreement and the Power of Attorney to be executed in pursuance hereof shall be binding on the heirs, executors administrators and legal representatives of the owners. Similarly notwithstanding any amalgamation, merger, demerger etc. of the Developer, this Agreement as well as the Power's of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 14.5 The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the said Premises approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions.
- 14.6 All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the Building Complex, including sales tax, value added tax, works contract tax. GST, etc. shall be borne and paid by the Developer.
- 14.7. The Developer shall discharge statutory compliances in respect of Service Tax collections or payments and any other statutory compliance in respect of Transfer of any Transferable Areas and the Owners shall co-operate and assist the Developer in all manner in respect thereof. The Developer may obtain necessary registrations and licenses and raise invoices and issue receipts and acknowledgments in respect thereof. Any such tax on Transferable Areas altotted to the Owners shall be paid by the Owners.

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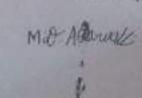
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- POWERS OF ATTORNEY AND OTHER POWERS:
- 15.1. The Owners shall execute and/or register one or more Power or Powers of Attorney in favour of the Developer or its authorized representatives granting aft accessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 15.2. While exercising the powers and authorities under the Power or Powers of Anomey to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 15.3. It is clerified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations. 15.4
- The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 15.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various nets deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer. 15.6
- The Huilding Complex shall be known by such name as be such as decided by the

GENERAL:

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16.1. This instrument is not a partnership nor an Association Of Persons nor a partition but it is a Development Agreement between the Owners and the Developer for grant of development rights, for the purpose of facilitating and making easy the task of implementing, fulfilling, performing and carrying out the intentions for



observing and performing without complexities of views and decisions and without delay of arranging presence and decision of all parties and also to insulate the Owners from taking and/or incurring any liability pertaining to construction and development and this arrangement is only relating to the said Premises and the rights and interest of the parties hereto therein.

16.2 Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the said Premises or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer. Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer of possession and/or title is not intended to and shall not take place by virtue of this Agreement.

16.3. The periods stipulated in several matters may be mutually agreed and varied by the parties by mutual consent in writing.

16.4. In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.

16.5 Courts having territorial jurisdiction on the said Premises alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).

16.6. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

PART-IV # SCHEDULES THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

ALL THAT pieces or parcels of land containing an area of 46 counh 3 chittaks 15 square feet more or less corresponding to about 76.38 decimals sataks or 0.76 taxes more or less comprising of the entire R.S. and L.R. Dag Nos. 2365 (0.17 acres), 2368 (0.17 acres) and divided and demarcated portions measuring 0.03 acres more or less comprised in R.S. and L.R. Dag No.2369 and 0.39 acres more or less comprised in R.S. Dag No.2370 recorded in L.R. Khatian Nos. 7405 and 10259 (formerly R.S. Khatian Nos.

14

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M. J. Agarage

1780, 1627 and 2799) all in Mouza Gopalpur, J.L. No.2, Narayanpur(gopalpur) Road under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur, J.L. No.2, Narayanpur(gopalpur) Road under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Police Station Airport under Rajarhat Gopalpur Municipality in the District of under Rajarh

On the North :

By portion of R.S. Dag Nos.2364;

On the South :

Hy portion of R.S. Dag Nox. 3140 and 3365/3919;

On the East

P.W.D. Road;

On the West :

By portion of R.S. Day No.2364.

OR HOWSOEVER OTHERWISE the same or any of them now are or is or heretofore were or was situated buried bounded called known numbered described or distinguished. Be it mentioned that the recorded use of the Dag No. 2369 is 'Rasta', of Dag No. 2370 is 'Danga' and the remaining Dugs are converted to 'Housing Complex'. The area of dwelling house and structures in the said premises is about 6500 sq.ft, more or less.

In the property described above, the said Owners own the following areas:

SL NO.	OWNER	DAG NO.	KHATIA N NO.	
	SANDIP KUMAR AGARWAL	3365 (CS) 2365(RS)	1724 (CS) 1780 (RS) 7405 (LR)	AREA 10 cottah 4 chittaks (0.17 acres)
2	SANDIP KUMAR AGARWAL	3365/3919 (CS) 2368 (RS)	1536 (CS) 1627 (RS) 7405 (LR)	10 contah 4 chittaks (0.17 acres)
1	SANDIP KUMAR AGARWAL	3366 (CS) 2369 (RS)	1503 (CS) 2799 (RS) 7405 (LR)	2 cottahs (0.03 acres)
	MAYA DEVI AGARWAL	3367 (CS) 2370 (LR)	3367 (CS) 10259 (LR)	1 bigha 3 cottahs 11 chittaks 15 sq.ft. (0.39 acres)
1	TOTAL			46 contah 3 chittaks 15 square feet (0.76 acres)

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THE SECOND SCHEDULE ABOVE REFERRED TO:

(Tentative Common Areas and Installations)

- Common Areas & Installations at any Block:
- Concealed Electrical wiring and fittings and fixtures for lighting the staircase. 1. common areas, lobby and landings and operating the installation of lifes at the Designated Block.
- Electrical installations with main switch and meter and space required therefore in the Building.
- Overhead water tank with water distribution pipes from such Overhead water tank 3. connecting to the different Units of the Building.
- Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- Common Areas & Installations at the Building Complex: B.
- Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- Underground water reservoir, water pump with motor with water distribution 2. pipes to the Overhead water tanks of Buildings.
- Water waste and sewerage evacuation pipes and drains from the several buildings 300 to the Municipality drains.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications)

- The building shall be constructed with RCC framed in STRUCTURE: accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- Flooring in the rooms of the Units shall be of vitrified tiles. FLOORING: B.
- UNIT:
- Flooring | Floor tiles
- : Plaster of Paris. Walls
- Windows Aluminium Sliding Glass windows.
- Electrical : Copper concealed insulated wiring, semi-modular switches.
- Plumbing : concealed pipes, white sanitary wares in toilet.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

er l	(Internal Agreed Propor	PERCENTAGE OUT OF
SL	OWNER	TOTAL 20%
NO.	IP KUMAR AGARWAL	10%

M& Agorak

2 MAYA DEVI AGARWAL TOTAL 20%

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

19

SIGNED SEALED AND
DELIVERED on behalf of the
Withinsomed OWNERS at
Kolkata in the presence of:

Jugetist Present Against.

P-19/1 e it Rd Sch VIII M
Kolkek. Foresty.

(Dille by Malet.

C/2 DSF Law Masseries

4 9 Micha House

1 B 9 2 House Street

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July Againsal.

(SANDIP KUMAR AGARWAL)

ME Agouall

(MAYA DEVI AGARWAL)

SIGNED SEALED AND DELIVERED by the withinnamed DEVELOPER at Kolkata in the presence of:

Kadkata - Joseph

Jogethe Presid Against

ANTRIX INFRASTRUCTURE PRIVATE LIGHTED

LIMITED) INFRASTRUCTURE PRIVATE

Drafted by me:

Vasing Kell Advocate

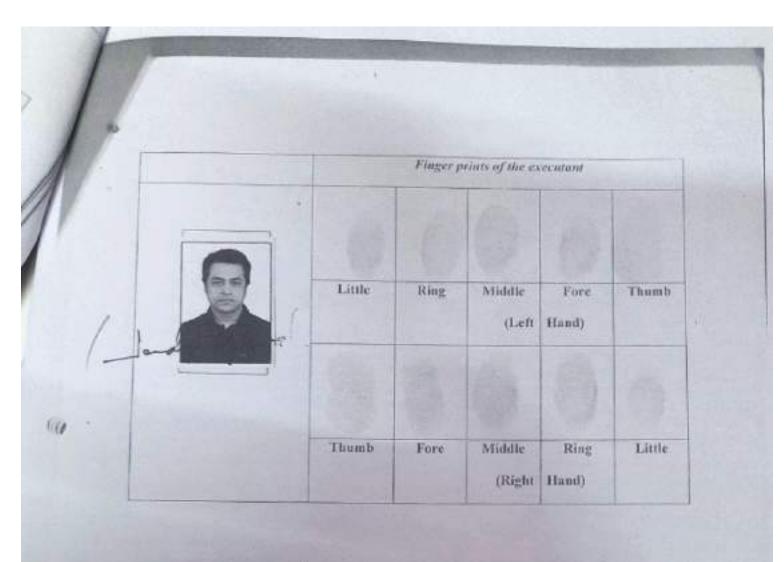
For, DSP Law Associates

4D, Nicco House

1B & 2. Hare Street

Kolkata-700001

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Seller, Buyer and Property Details

and Lord & Developer Details

Presentant Details

Name and Address of Presentent

Me Sandip Rumus Aparwal

Served Asserts Assert Agarway

P. 1911 C. 1.7. Road, Scheme VII (M), P.O.: KANKURGACHI, P.S.: Maniktala, District South 24-Parganas.

Land Lord Details

Name, Address, Photo, Finger print and Signature

ste Sandip Kumar Agorwal

Son of Mr. Jagdish Prasad Agarwal

P. Start C.F.T. Road, Scheme VII (M), P.O.: KANKURGACHI, P.S.: Maniktala, District South 24 Parganas.

Sox Malo By Caste Hindu, Occupation Business, Citizen of India, PAN No. ADMPA3225G. Dane of Execution : 21/08/2015

one of Admission 21/08/2015

PULL of Admission of Execution : Pvt. Residence

Smit Maya Devi Agarwal

Wife of Mr Jagaish Pressad Agarwal

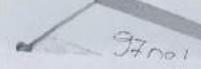
P 19/1 CTT Road Scheme VII (M), P.O. Kankurgachi, P.S. Maniktala, District South 24 Parganes.

Sex Fewalls, By Caste, Hindu, Occupation Others, Citizen of India, PAN No. ADAPATISAN

Onte of Execution 21/08/2015

Date of Admission, 21/08/2015

Place of Admission of Execution: Pvi Residence



Developer Details

Name, Address, Photo, Finger post and Signature

Antox Infrastructure Prevate Camined

P 19/1, CTT Road, Scheme VII M, P.O.-Kankurgachi, P.S.-Maniklate, Cistrict -South 24-Parganas, William

Bringst, techn. PIN 700064

PAN NO AALCASSERM

Status : Organization

Represented by representative as given below-

MESANDIP KUMAR AGARWAL DIRECTOR

CHIECTOR, Anths Intrastructure Private Limited P 19/1, OT Road, Scheme VII M. P.O.: Kankungachs

4 to Manistala District South 24-Parganas, West Bengar, India, PIN - 700054

See Male, By Caste Hindu Occupation Business, Citizen of India, PAN No. ADMPA3225G

Stitlus Representative

Date of Execution : 21/08/2015

Date of Admission 21/08/2015

Place of Admission of Execution Pvs. Residence

B. Identifire Details

Identifier Details					
Si No	Identifier Name & Address	Identifier of	Signature		
+		Mr Sandp Kurtar Agarwal, Smi Maya Devi Agarwal, Mr SANDIP KUMAR AEIARWAL			
	Keriturgachi, P.S., Maniklata, Dietrice- Secuti 24 Pargamin, West Bergal, Inco., Peter 700054				
	Sex Male, By Caste Hindu, Occupation Business, Citizen of India.				

C. Transacted Property Details

		Land D	otails			
Seh No	Property Location	Plot No & Khatian No/ Boad Zone	Area of Land	Setforth Value(in Rs.)	Markgt Value(in Rs.)	Other Detail
	District North 24 Parganas, P.S., Aspect Municipality, RAJARHAT- GOPA(PORE, Road: , Narrayampur(gopalpur), Mouza, Soprilipur	LR Plot No. 2365 LR Khatian No. 1780	10 Katha 4 Chatak	Of:		Proposed that floats, HOR trains Proporty to or Road

74 09 20 15 Query No. 19020000635950 / 2015 Deed No. I., 190209521 / 2015. Document is digrally signed in

Duras Na est 39

		Land D	etails	1	Market	Other Details
	No. Property Location	Plot No & Area of Khatian No/ Land		Setforth Value(In Rs.)	Value(In Rs.	
12	District: North 24 Parganas, P.S Airport, Municipality: RAJARHAT- GOPALPORE, Road Navayanpur(gopalpur), Mouza	Road Zone LR Plot No:- 2368 , LR Khatian No:- 1627	10 Katna 4 Chatak	0/-	81,99,992/-	Proposed Use: Bastu, ROR: Bastu, Property is or Road
13	Opalpur District: North 24 Parganas, P.S Airport, Municipanty: RAJARHAT- GOPALPORE, Road. Narayanpur(gopalpur), Mouza: Gopalpur	LR Plot No:- 2369 LR Khatian No 2799	2 Katha	0/-	15,99,998/-	Proposed Use: Bastu, ROR: Rasta, Property is on Road Adjacent to Metal Road.
	District: North 24 Parganas, P.S. Airport, Municipality: RAJARHAT- GOPALPORE, Road. Narayanpur(gopalpur), Mouza. Gopulpur	2370 LR Khatian	1 Bigha 3 Katha 11 Chatak 15 Sq.Ft	OV-		Proposed Use Bastu ROR Danga, Property is on Road Adjacent to Metal Road

0.0	1 - 200000			e Details	
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
FI	Floor No: 1	6500 Sq Ft	0/-		Residential Use, Cemented Floor, Age of Structure, 20 Years, Roof Type: Pucca,
1	On Land L1 L2	6500 Sq Ft.	0/-	45.09,375/-	Extent of Completion: Complete Structure Type: Structure

Sch No	Name of the Land Lord	Property from Land Lord to De		
		Name of the Developer	Transferred Area	Transferred Are
Li	Mr Sandip Kumar Agarwal	Antrix Intrastructure Private Limited	8.45625	in(%) 50
	Smt Maya Devi Agarwal	Aninx Infrastructure Private	8.45625	50

No	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
il.	str Sandip Kumar Agarwal	Antiox infrastructure Private Urnited	8.45825	50
	Self Maya Devi Agorwal *	Antrix Infrastructure Private Limited	8 45625	50
(0)	Atr Sandap Kumar Agarwat	Antrix Infostructure Private Limited	1,65	50
	Sent Maya Devi Agarwal	Arerix Infrastructure Private Limited	1 65	50
(4"	Mr Sendip Kumar Agarwal	Antrix Infrastructure Private	19.5594	50
	Set Maya Devi Agarwal	Antrix Infrastructure Private	19 5594	:50

	Transfer of Property from Land Lord to Developer						
Sch No.		Name of the Developer	Transferred Area	Area in(%)			
	Mr Sandip Kemar Agarwal	Anux Infrastructure Private Limited	3260 Sq Ft	90			
51	Smi Maya Devi Agarwal	Antrix Infrastructure Private Limited	3250 Sq F1	50			

D. Applicant Details

Det	ars of the applicant who has submitted the requsition form
Appropriate Name	Sandip Kumar Agarwai
rians	P 19/1 CIT Road, Scheme VII M,Thana : Maniktata District South 24. Parganes: WEST BENGAL PIN - 700054
applicant's Status	Sellen/Executant

24.00G025 Query No.-19020000635080 / 2015 Deed No. 1 - 190268521 / 2015, Decument is digitally signed.

Office of the A.R.A. - II KOLKATA, District: Kolkata

Endorsement For Deed Number: I - 190209521 / 2015

Serial no/Year

Query NorYear 19020000635980/2015

Deed No/Year 1-190209521/2015

[0110] Sale, Development Agreement or Construction agreement Transaction

Name of Presentant Private Residence Mr Sandip Kumar Aganval Presented At

Date of Execution 21-08-2015 21-08-2015 Date of Presentation

Remarks

On 02/09/2015

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 48(g) of Indian Stamp Act 1899.

(Ashoke Kumar Biswas) ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA Kolkata, West Bengal

1902009063 / 2015

On 21/08/2015

SEA

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

Presented for registration at 22:15 hrs on: 21/08/2015, at the Private residence by Mr. Sandip Kumar Agarwai

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.

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

Execution is admitted on 21/08/2015 by

Mr Sandip Kumar Agarwal, Son of Mr Jagdish Prasad Agarwal, P-19/1, C.I.T. Road, Scheme VII (M), P.O. KANKURGACHI, Thana: Maniklala, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, By caste

Indetified by Mr Jagdish Prasad Agarwal, Son of Late Ram Kumar Agarwal, P 19/1, CI7 Road, Scheme VII M. P.O. Kankurgachi, Thana. Maniktala, . South 24-Parganas, WEST BENGAL, India, PIN - 700054, By custo

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

Execution is admitted on 21/08/2015 by

Smil Maya Devi Agarwal, Wife of Mr Jagdish Prasad Agarwal, P-19/1, C.I.T. Road, Scheme VII (M), P.O. Kankurgachi, Thana. Maniktala, South 24-Parganas. WEST BENGAL, India, PIN - 700054. By caste Hindu. By

24/09/2015 Query No.-19020000635980 / 2015 Deed No. 1 - 190209521 / 2015, Document is digitally signed

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Reston Others

area by Mr. Lagdish Prased Agerwal, Son of Late Rem Kerner Agerwal, P. 19/1, Cit. Rood, Scheme VX M. O Karaurgachs, Thana Maniktala , South 24 Pargames, WEST BENGAL, India Plin - 700054 By cannot sicou, By Profession Business

Agrovation of Execution (Under Section 58, W.B. Registration Rules, 1952). [Representative] execution is marriand on 21/08/2019 by

DESCRIPE NUMBER AGARWALDING CYCR, Arthy Infrastructure Private Limited. and others by No Jagdish Prasso Agarwal, Son of Late Ram Kumar Agarwal, P. 19/1, CIT Road, Schools William Assurgance Thank Manktale, South 24-Parganes WEST SENGAL India FIN 100054. By canin 1 -- In Dy Profession Business

(Ashoke Kumar Binwas) ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE ARA - ILKOLKATA Kolkata, West Bengal

OH 24/08/2015

Corried Out required Repolitation Fees payable for this document is Rs 1017-1 E = Rs 217-1 = Rs 567- Mills = tax ... Its 11 | Jurid Registration Fees paid by Cash Rs 101)-

Payment of Stamp Duty

Carrier Tier repaired Stamp Duly payable for the document in Rs. 75,020 - and Stamp Duly best by Draft Rs. 75 800 by Stamp Rs 100V

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(Ashoke Kumar Bisicas) ADDITIONAL RECISTRAR OF ASSURANCE OFFICE OF THE ARA - ERGERATA Kiyledia, West Bergal

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10 to 11 Lang.



Government of West Bengal

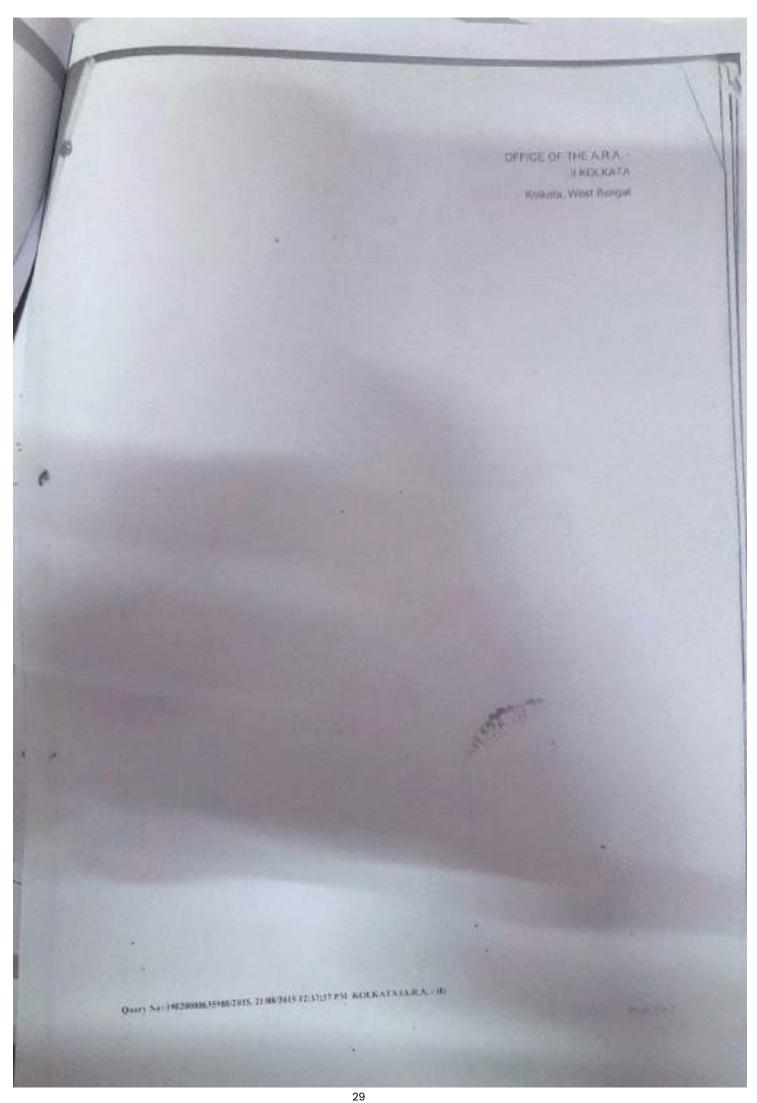
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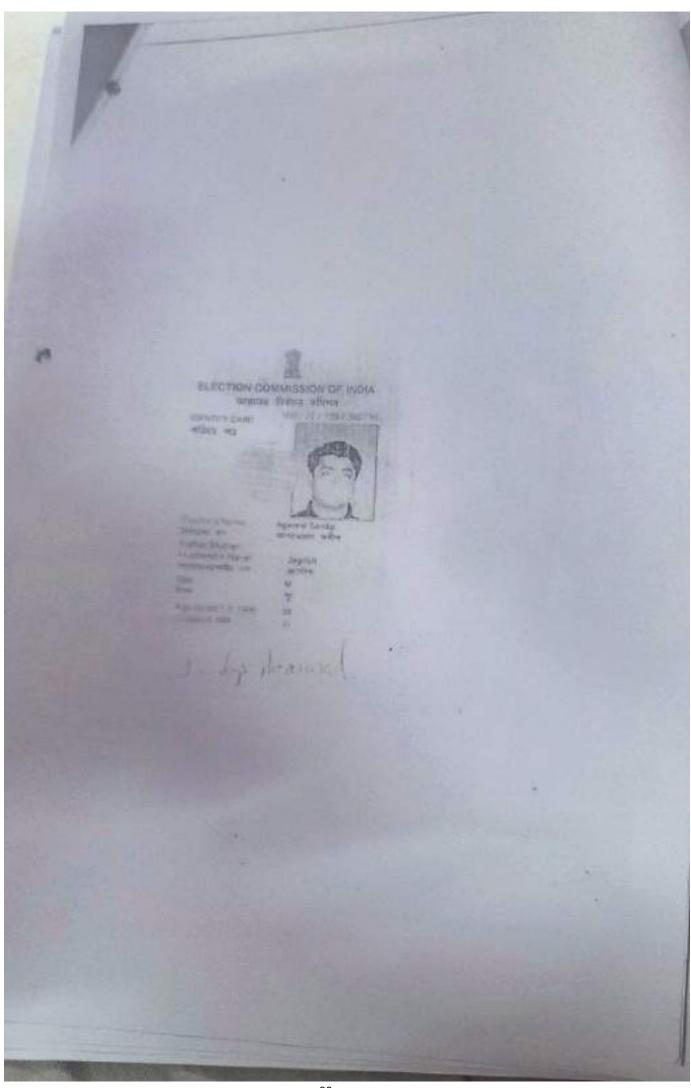
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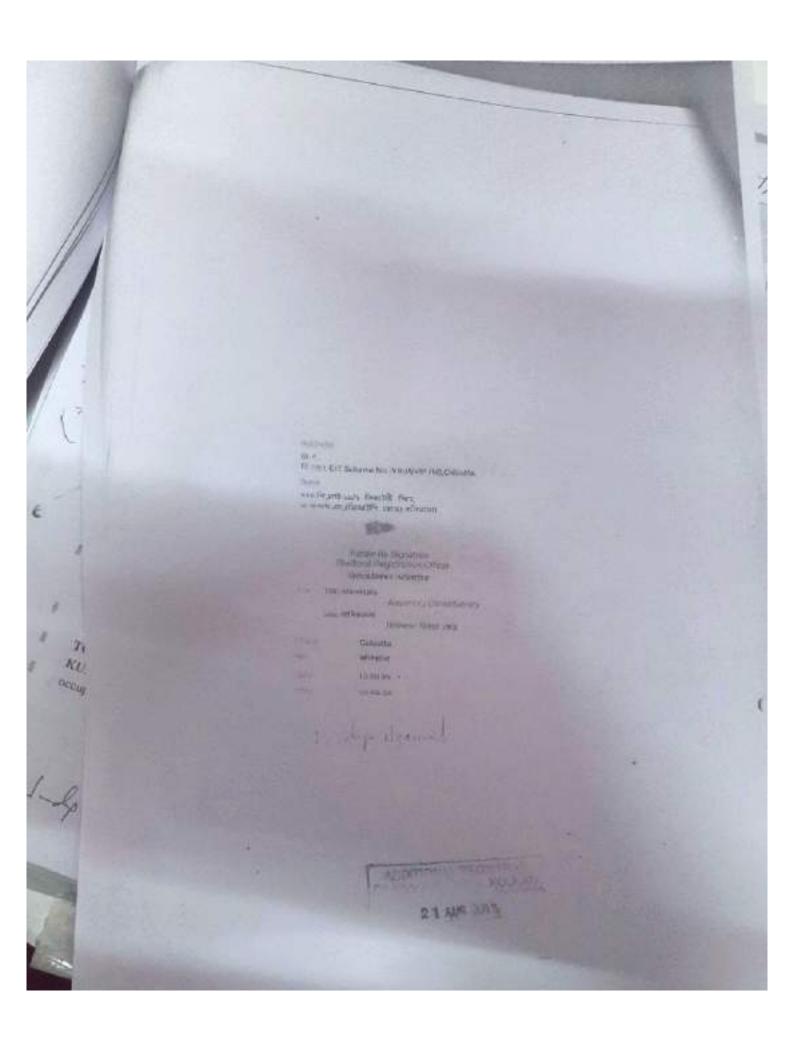
1	I. Signature of	the Person(s) a	dmitting the Exec	ution at Private Resi	dence.
SI No.	Name of the Executant		Photo	Finger Print	Signature with
S (0 16 to 12	Ner Sandip Kumur Agarwal P-19/1, C.F.T Rined Scheme VII (M), P.O. KANKLINGACHI P.S Manatara District Jouin 24-Parganiae, Nest Bengal India, PIN 100054	Lang Lord		5987	1- Ly Agamed.
-	Mayn Devi Agriwal 13		Photo	Finger Print	Signature with
Kan Kan Man 24 Ph Beng 70008	eme VII (NI) P.O. Virgachi P.S. Rhite, District South Rigamus, West al India PIN	1		50,88	21/06/2015
	and Address of identi	fape	Identifier	of Se	gnature with
Kan	in Praisad Agarwal file Raci Kumar Agarwa IT Road, Schome VII M. kurgachi: P.S.: Marikta kurgachi: P.S.: Marikta kurb 24-Parganas, West Sa. PW - 700054		i Kumar Agarwai, s Ve Sandip Kumar e	Smit Kasyn Dour	Jospans

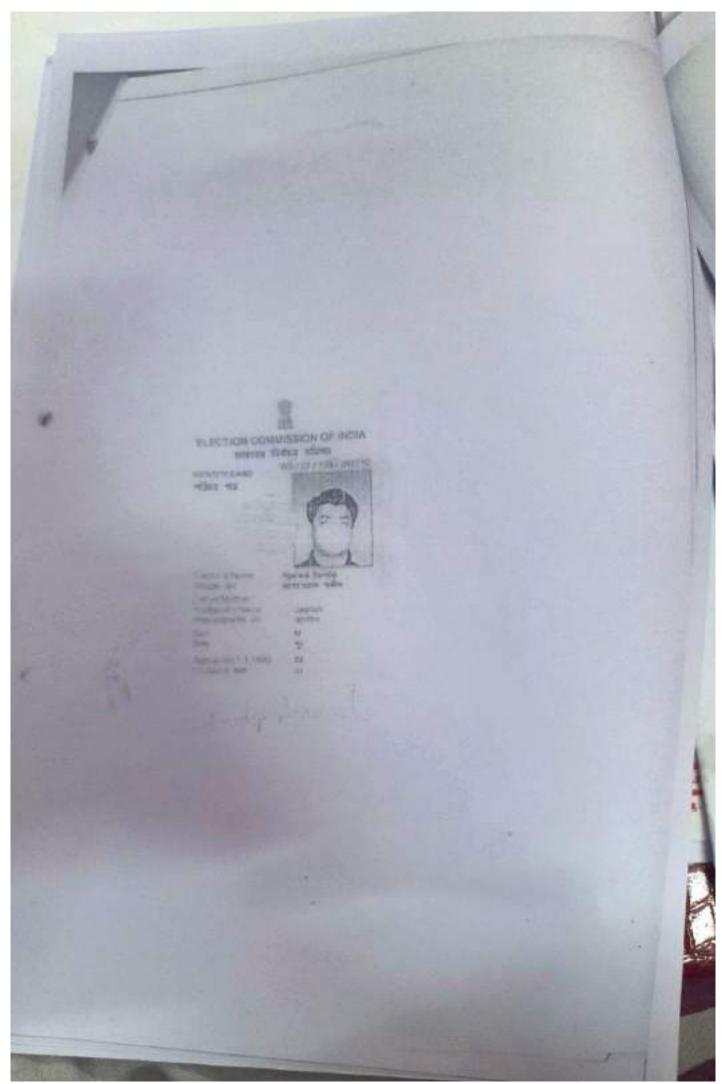
(Ashoke Kumar Brawas) ADDITIONAL REGISTRAR · OF ASSURANCE

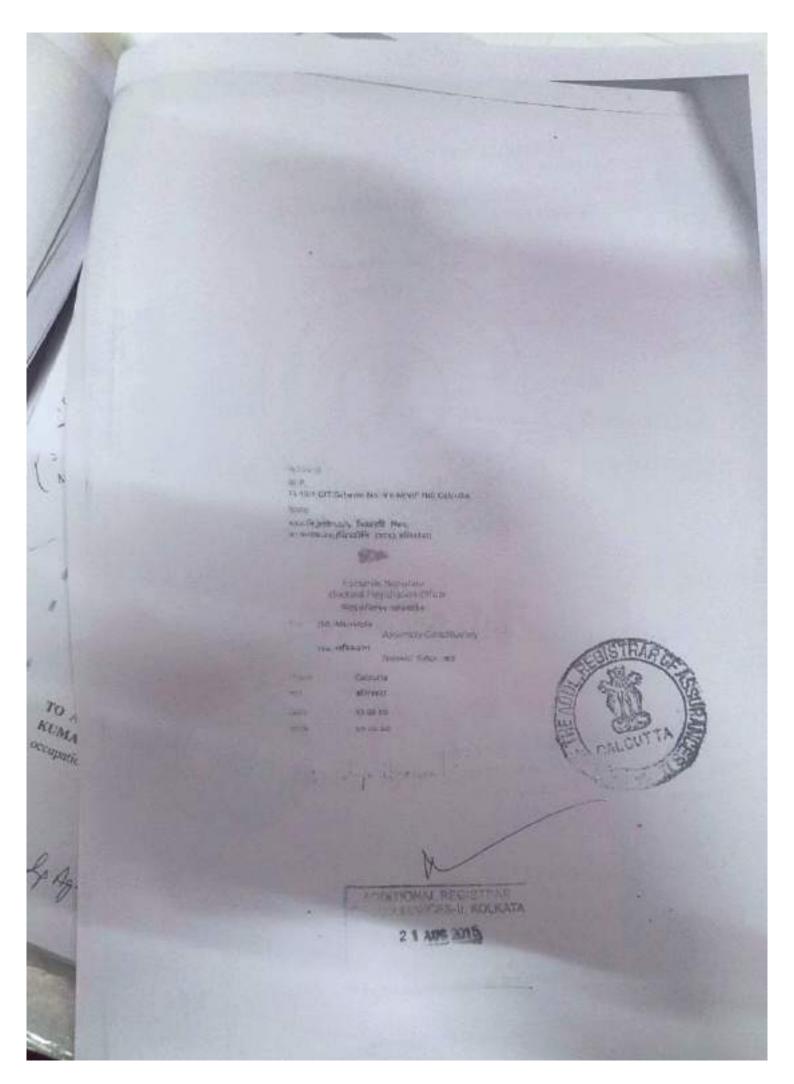
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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2015, Page from 126494 to 126532
being No 190209521 for the year 2015.



Digitally signed by ASHOKE KUMAR BISWAS Date 2015.09.24 17:06:51 +05:30 Reason: Digital Signing of Deed.

ADDITIONAL REGISTRAR OF ASSURANCE DIFFICE OF THE A.R.A. - II KOLKATA

(This document is digitally signed.)

