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[Signature]
Director
of Assurances, Kolkata

THIS AGREEMENT made on this 17th day of February, Two Thousand Seventeen **BETWEEN AJOY PAL**, son of the late Gopeswar Pal, residing at 61, Hindusthan Park, Post Office- Sarat Bose Road and Police Station-Gariahat, Kolkata 700 029, having **PAN-AFAPP0475R**, hereinafter referred to as the **OWNER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND BUILTCRETE REALTY PRIVATE LIMITED**, having **PAN- AAFCB6348A**, a company duly incorporated under the Companies Act, 1956, having its registered office at P-78,

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BUILTCRETE REALTY PVT. LTD.

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[Signature]
DIRECTOR



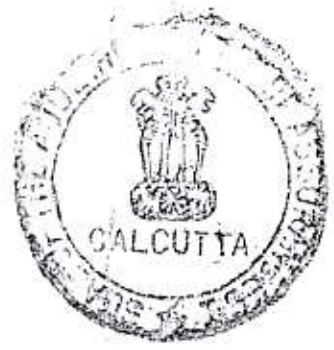
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Sold to.....
 Address.....
 Value 100.....
 (25 JAN 2017)

L.S.V. M.A. Court
 Abhiyanagar
 High Court, A.S.

VICTOR MORGES & CO.
 Sole Auctioneers
 6, Colaba Causeway, Colaba
 Mumbai - 400 006



Suryat Kumar Roy
 S/o Late M.M. Roy
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 Kolkata - 700001.
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Lake Road, Post Office-Sarat Bose Road and Police Station- Lake, Kolkata-700 029, represented by its Director Mr.Soumyajit Gupta, son of Mr. Indrajit Gupta, residing at 87A, Sarat Bose Road, Post Office-Sarat Bose Road and Police Station- Bhowanipore, Kolkata-700 026, having **PAN- AJAPG9130E**, having hereinafter referred to as the **DEVELOPER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**:

W H E R E A S:

A. One Sarojendra Krishna Deb was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of revenue free land containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less lying situate at Plot No.26 of Scheme No. III of Hindusthan Co-operative Insurance Society Limited and being demarcated portion of premises Nos. 46, 47, 47/1, Gariahat Road, Holding No. 297, Division VI, Sub-division "P", Dihipanchannagram, Police Station the then Tollygunge, District the then 24-Parganas (hereinafter referred to as the "**said land**").

B. By an Indenture of Conveyance dated the 4th day of December, 1922 made between the said Sarojendra Krishna Deb therein referred to as the Vendor of the One Part and one Promode Ranjan Sarkar therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 160, Pages 1 to 9, Being No. 5383 for the year 1922 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said land.

C. By an Indenture dated the 4th day of June, 1924 made between the said Promode Ranjan Sarkar therein referred to as the Vendor of the One Part and one Gopeswar Pal therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Sub-Registrar, Alipore in Book No.I, Volume No.67, Pages 44 to 52, Being No.2528 for the year 1924 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said land.



D. The said Gopeswar Pal thereafter constructed a two storied brick built building on the said land at his own cost and expenses and the said land with construction was renumbered by the then Calcutta Municipal Corporation as 61, Hindusthan Park (formerly Gariahat Road), the then Calcutta- 700 029 (hereinafter referred to as the "**Said Property**").

E. The said Gopeswar Pal who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law died after making and publishing his last Will and Testament dated the 16th day of November, 1958 duly registered at the office of the Additional District Sub-Registrar, Sealdah in Book No.III, Volume No.4, Pages 92 to 97, Being No.81 for the year 1958 whereby and where under he appointed his son-in-law Anil Kumar Guin and his elder daughter Smt. Sovarani Guin as the executor and executrix to such last Will and Testament and gave devised and bequeathed All That the said property unto and in favour of his younger son namely Ajoy Kumar Pal alias Ajoy Pal and also gave a life interest to his wife Smt. Sanjibani Pal and his younger daughter Smt. Sandhyarani Mallik.

F. The said Anil Kumar Guin and Smt. Sovarani Guin jointly applied for and obtained Probate of the said last Will and Testament of Gopeswar Pal dated the 16th day of November, 1958 before the Learned Court of District Delegate, Alipore under Act 39 being Case No.16 of 1963 on 1st day of June, 1963 and thus the said Ajoy Kumar Pal alias Ajoy Pal became the owner of All That the said property.

G. The said Ajoy Pal, the Owner herein, duly recorded his name in the assessment Roll of the Kolkata Municipal Corporation in respect of the said property being Assessee No.110861501097, Ward No.86 within the limits of Kolkata Municipal Corporation.

H. The said Smt. Sanjibani Pal died on 05.02.1988 and Smt. Sandhyarani Mallik died on 24.01.2014 and upon their death the said Owner herein is free to deal with the said property as stated under the said last Will and Testament of Gopeswar Pal dated the 16th day of November, 1958.

I. Thus the Owner is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said property containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less being Premises No. 61, Hindusthan Park, Police Station-Gariahat, Post Office- Sarat Bose Road, Ward No. 86



within the limits of Kolkata Municipal Corporation, Kolkata- 700 029 more fully described in the **First Schedule** hereunder. The Owner is presently desirous of developing the said premises as a Residential cum Commercial building

J. The Owner and the Developer have negotiated and arrived at an agreement to develop the said property upon demolition of the old structure for mutual benefit on the terms and conditions hereunder written.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

1. **DEFINITIONS:**

Unless in this Agreement there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001.

AGREEMENT FOR SALE - shall mean an agreement to be entered into between the Developer and the allottee/purchaser.

ALLOTTEE/PURCHASER- shall mean the person to whom an apartment would be allotted or sold or otherwise transferred by the Developer and would include the person who would subsequently acquire the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment would be given on rent.

ARCHITECT - shall mean such person or persons who may be appointed by the Developer as the Architect for the New Building.

ASSOCIATION - shall mean any company under the Companies Act, 2013 or any Association or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.



CAR PARKING SPACE – shall mean the spaces in the portions of the ground floor level, whether open or covered, of the New Building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean the entire land for the project, the stair cases, lifts, staircase and lift lobbies, ultimate roofs, fire escapes, and common entrances and exist of the said building, the common basements, terraces, parks, play areas, open parking areas and common storage spaces, the property for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel, installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy, the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all community and commercial facilities as provided in the said project and all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION CERTIFICATE- shall mean the completion certificate, or such other certificate, by whatever name called, to be issued by the competent authority certifying that the said project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority.

COMPLETION NOTICE - shall mean the notice contemplated in clause 9.6 below.

CO-TRANSFEEE - shall mean all the prospective or actual transferees who for the time being have agreed to acquire any Unit in the New Building and for all unsold Unit and/or Units in Owner's allocation shall mean Owner and for all unsold Unit and/or Units in Developer's allocation shall mean the Developer.

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which the Owner take actual physical possession of their allocation after fulfilling all obligations in terms of clause 12.2 hereinafter or the date next after expiry of the Completion Notice irrespective of whether the Owner takes actual physical possession or not, whichever is earlier.

DEVELOPMENT - shall mean carrying out the development of the Said land, engineering or other operations in, on, over or under the land or the making of any material change in the Said land.

DEVELOPMENT WORKS - shall mean the external development works and internal development works on the Said land.

DEVELOPER'S ALLOCATION -- shall mean:-

- i) **63% (Sixty three per cent)** of the constructed space which includes the entire first (1st) floor to be commercially sanctioned and to be commercially used with a separate ingress and egress from the ground floor having a dedicated staircase, entire second (2nd) floor and the back/rear portion i.e. 50% constructed area/space of the fourth (4th) floor in the New Building to be constructed on the said property;
- ii) **63% (Sixty three per cent)** of the ultimate roof of the new building;

- iii) The open and covered car parking spaces in the new building save and except the car parking spaces of the Owner's Allocation;
- iv) the undivided proportionate impartible part or share in the land comprised in the said property attributable to the constructed spaces above;
- v) the undivided proportionate impartible part or share in the same proportion in all Common Areas, Facilities and Amenities of the New Building.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the New building on the said property and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take possession and control of the said property and every part thereof for the purpose of developing the New building;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or transfer rights in respect of the constructed spaces in the Developer's Allocation of the New building by way of any manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the constructed space to be constructed on the said property and enter into agreements with such Transferees, Assignees as it deems fit and to receive the full and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of the constructed space and proportionate undivided interest in the land underneath i.e. the said property;
- (c) carry out the construction/development of the New building and remain in possession, control of peaceful enjoyment of the said property or any part thereof until the completion of development of the New building and marketing or transfer of the constructed space in the Developer's Allocation of the new building on the said property and every part thereof;
- (d) apply for and obtain from the relevant authorities all Approvals for development and construction of the New building

that are required to be obtained by the Developer in terms of this Agreement;

(e) apply for and obtain from the relevant authorities all Approvals for change of nature of use or purpose of the said property and of the New building constructed thereon or on the part thereof;

(f) in the event of default by the Owner in compliance of their obligations under this Agreement, at the sole discretion of the Developer, to do all such acts, deeds and things that may be required for the New building or for compliance of the terms in this Agreement;

(g) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(h) make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said property paid by the Developer;

(i) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;

(j) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the New building necessary for the full, free, uninterrupted and exclusive development of the said property, the development of and construction of building on the said property;

(k) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;

(l) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or transfer of the constructed space to be constructed on the said property as envisaged herein;

(m) manage the said property and the property and facilities / common areas constructed upon the said property as may be required under the West Bengal Apartment Ownership Act, 1972 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the New building;

(n) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(o) demarcate the common areas and facilities, in the New building in the sole discretion of the Developer and also in consultation with the Owner, as per the lay out plan and applicable law and to file and register all requisite deeds and documents;

(p) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights,

FORCE MAJEURE - shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

INTERNAL DEVELOPMENT WORKS - shall mean roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per sanctioned plans.

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by Developer and the Owner jointly under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the New Building to any transferee for owning or occupying any flat, unit, apartment, and/or constructed space either by the Owner or Developer.

NEW BUILDING - shall mean the new building to be constructed, erected and completed in accordance with the Plan on the said property.

OWNER'S ALLOCATION - shall mean:-

i) **37% (Thirty seven per cent)** of the constructed space which includes the entirety of the third (3rd) floor and the front portion i.e. 50% constructed space of the fourth (4th) floor in the New Building to be constructed on the said property;

ii) **37% (Thirty seven per cent)** of the ultimate roof of the new building with clear demarcation including one room, having carpet area approximately 100 square feet, and one toilet, having carpet area approximately 40 square feet;

iii) One (1) open and Two (2) covered car parking spaces in the new building;

iv) the undivided proportionate impartible part or share in the land comprised in the said property attributable to the constructed spaces above;

v) the undivided proportionate impartible part or share in the same proportion in all Common Areas, Facilities and Amenities of the New Building.

vi) the lift shall be upto the roof of the said building so that direct access to the rooftop room are available.

PLAN - shall mean the building plan to be sanctioned by the Kolkata Municipal Corporation together with all modifications and/or alterations thereto from time to time made or to be made by Developer either under advice of the said corporation or on the recommendation of the Architect or agreed upon between the parties from time to time.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the New Building where it refers to the share of the Owner in the New Building, shall mean Owner's Allocation and where it refers to the share of Developer in the New Building, shall mean Developer's Allocation.

SAID PROPERTY - shall mean ALL THAT the piece and parcel of land containing an area of 04 Cottahs 05 Chittacks 09 Sq.ft. be the same a little more or less being Premises No. 61, Hindusthan Park, Police Station-Gariahat, Post Office Sarat Bose Road, Ward No. 86 within the limits of Kolkata Municipal Corporation, Kolkata- 700 029, District South 24 Parganas, more fully and particularly mentioned and described in the **First Schedule** hereunder written.

SAID SHARE - shall mean the undivided variable proportionate indivisible part or share in the land comprised in the said property attributable to either party's allocation as in the context would become applicable.

SPECIFICATIONS - shall mean the specification for the said New Building as mentioned in the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

DEVELOPER'S SCOPE & STATUTORY COMPLIANCE & CONSENTS: shall mean Developer's Scope and Statutory Compliances and consents as mentioned in the **Third Schedule** hereunder written.

TITLE DEEDS - shall mean the documents of title of the Owner in respect of the said property and the documents referred to herein.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, by-laws, terms or direction any time issued under it.

- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. COMMENCEMENT:

This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

4. OWNER'S REPRESENTATIONS: The Owner has represented and warranted to the Developer as follows:

(a) The Owner is seized and possessed of and well and sufficiently entitled to the said property. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the said property or any part thereof.

(b) The Owner has satisfied the Developer about his title in respect of the said property based on the documents furnished and representations made by the Owner. The Owner shall answer all reasonable questions relating to the property which may be raised by any bank, financial institution or other nominee or nominees of Developer.

(c) The Owner shall not do nor permit anyone to do any act deed matter or thing which may affect the marketability of the said New Building or which may cause charges, encroachments litigations, trusts, liens, lispendens, attachments and liabilities.

(d) The Owner has not entered into any other Agreement for sale or transfer or development or lease etc in respect of the said property or any part thereof.

(e) The said property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or

intimation about any such proceedings has been received or come to the notice of the Owner and the said property is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(f) No suits, and/or any other proceedings and/or litigations are pending in respect of the said property or any part thereof and that the said property is not involved in any other civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owner or in respect whereof the Owner is liable to indemnify any person concerned and as far as the Owner is aware there are no facts likely to give rise to any such proceedings.

(g) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the grant of rights to Developer under this Agreement including, exercise by Developer of the right to develop the said property.

(h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said property and there are no facts, which may give rise to any such dispute.

5. DEVELOPER'S REPRESENTATION:

Developer has represented and warranted to the Owner as follows:

- a. The Developer has sufficient infrastructure, expertise and resources in the field of development and construction of real estate.
- b. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

6. POSSESSION FOR DEVELOPMENT:

Simultaneously with the arrangement of alternative accommodation during construction made by the Developer, the

Owner shall made over vacant possession of the portions of the said property under their occupation to the Developer for the purpose of construction only, in terms hereof and the Developer shall be in such possession till the completion of the project. It is made clear that making over possession of the said property by the Owner to the Developer shall not be under section 53A of the Transfer of Property Act. The right to transfer by conveyance of the Developer's allocation shall only arise after handing over Owner's Allocation to the Owner.

7. DEVELOPER'S OBLIGATIONS:

- 7.1 The Developer shall arrange for the alternative accommodation with lift facility for the Owner in a 3BHK apartment within a 1 to 1.5 kms radius from his present residence i.e. 61, Hindusthan Park, Kolkata-700 029, during construction till the delivery of Owner's Allocation to him.
- 7.2 The entire cost and expenses including packing and transportation for such alternative accommodation required to be paid shall be borne and paid by the Developer.

8. STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:

- 8.1 The Parties have mutually decided the development of the said property by construction of the New Building thereon, and commercial exploitation of the same. The Developer shall construct or cause to be constructed the New Building at its own costs and expenses.
- 8.2 Upon development of the New Building, the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.
- 8.3 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Developer, agreeing to construct and deliver to the Owner the constructed area being the Owner's Allocation, the Owner agrees to transfer proportionate undivided share in the said property to the Developer or its nominee or nominees being the Developer's Allocation in such part or parts as Developer may desire.

- 8.4 By virtue of the rights hereby granted Developer is irrevocably authorized to build upon and exploit commercially the said property by [1] demolishing the existing structures, [2] constructing the New Building and [3] dealing with the spaces in the New Building with corresponding undivided proportionate share in the land and according to the respective allocations and the marketing format.
- 8.5 In consideration of the development of the said property by the Developer herein and the Developer having undertaken the construction of the New Building as per agreed specification, the Owner agrees to transfer the proportionate, undivided and impartible share in the said property in favour of the intending transferee(s) of the constructed space in the New Building, if required.
- 8.6 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
- a) hold, occupy, enter upon and use the said Property for the purpose of development only by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
 - c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
 - d) carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the development work. It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owner and shall keep the Owner safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising therefrom.
- 8.7 The Developer shall at its own costs and expenses have the plan prepared for the New Building i.e. the residential cum

commercial building by the Architect and the same shall be submitted for sanction to the KMC and the Planning Authorities in the name of the Owner by the Developer within a period of 2(two) months from the date hereof and if necessary the Developer shall sign the same on behalf of and/or as the constituted attorney of the Owner.

- 8.8 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses.
- 8.9 The Owner shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 15 (fifteen) days of the request being made and the documents being made available to the Owner. In addition to the aforesaid, the Owner shall sign, execute and register a General Power of Attorney authorizing the Developer or its representative(s) to do, act and perform all or any of the obligations as mentioned above.
9. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:**
- 9.1 The Developer with its own cost & expenses shall be entitled to demolish the existing building/structure standing on the said Property and dispose of the proceeds thereof. The Developer shall be entitled to the net realization thereof exclusively.
- 9.2 The Owner shall be entitled to take away without any cost all the furniture, fixtures, fittings, etc. of the existing building on the said property prior to the demolition thereof.
- 9.3 The Owner hereby authorize the Developer to appoint the Architect and other consultants to complete the New Building. All costs charges and expenses for post sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.
- 9.4 Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct, erect and complete the New

Building pursuant to the sanctioned plan and as per the specifications mentioned in the **Second Schedule** hereunder and/or as be recommended by the Architect from time to time (collectively Specifications). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the Parties. However none of the materials shall be in anyway inferior than the materials as specified in the **Second Schedule** hereunder written.

- 9.5 Developer shall start the demolition work i.e. commencement of work of the New Building at site within 30 (thirty) days from the date of receiving the final sanction of plans and other approvals from Government Authorities which are required for commencement of the construction and /or obtaining vacant possession of the existing building whichever is later but not later than 6(six) months from the date of registration of this agreement and Developer shall construct, erect and complete the New Building within a period of 24 (twenty four) months from the date of commencement of construction with a grace period of 3 (three) months subject to Force Majeure but not later than **33 (Thirty Three) months** from the registration of this agreement.
- 9.6 On completion of the New Building the Developer shall serve a notice of completion/possession of the Owner's allocation to the Owner. The certificate of the Architect as to the completion of the New Building shall be final in this regard. On receipt of such notice the Owner shall be entitled to take possession of the Owner's allocation subject to compliance of their obligations hereunder.
- 9.7 Developer shall at its own costs install and erect in the New Building, pump, water storage tank, overhead reservoir, water and sewage connection, electric connection, piped Gas supply connection and all other necessary amenities and facilities.
- 9.8 Developer is hereby authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Building but in no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

- 9.9 Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage and other necessary utilities.
- 9.10 The costs charges and expenses for making any additions or alterations and/or for providing any additional facility and/or utility and/or up-gradation of building material at the request of the Owner in or relating to the Unit[s] belonged to Owner's Allocation shall be borne by the Owner in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit[s] ultimately resulting in delay in the delivery of possession of the said Unit[s] by the Developer to the Owner, the Developer shall not be liable for any interest damages compensation etc.
- 9.11 In the event of any additional Floor Area Ratio being available, the Developer shall be entitled to utilize or exploit the same. In such event the Developer shall be entitled to make additional construction in terms of the plan to be sanctioned by the Kolkata Municipal Corporation and connect the facilities or amenities to be provided in the said property to such additional constructions. In the event of construction of such additional floor the same shall be divided by and between Developer and Owner in equal shares subject to Owner reimbursing the Developer half (50%) of the reasonable construction cost (as mutually to be agreed upon), actual additional plan sanction fees and any other miscellaneous charges and expenses at or before the time of possession. However in case the Owner relinquishes his right of allocation in favour of the Developer, the Owner shall be entitled to additional non-refundable deposit over and above the sum agreed upon in terms of Clause 10.1 on completion of the project. The such additional non-refundable deposit shall be calculated based on the Saleable market value of Owner's share less half (50%) of the reasonable construction cost (as mutually agreed upon), actual additional plan sanction fees and any other miscellaneous charges and expenses."
- 9.12 In such eventuality the Developer shall be entitled to 3 (Three) entire floors being 1st (First), 2nd (Second) and 3rd (Third) and the Owner shall be entitled to 2 (Two) entire floors i.e. entire 4th (Fourth) floor having one unit and entire 5th (Fifth) floor having one/two independent unit(s).

10. DEPOSITS AND FINANCIALS:

- 10.1 The Developer shall pay to the Owner a sum of Rs.2,50,00,000/- (Rupees Two crores and fifty lakhs only) as non-refundable deposit and the same shall be paid in the manner following:-
- a) Simultaneously with the execution of this Agreement, 10% of the total non-refundable deposit, i.e. a sum of Rs.25,00,000/- (Rupees Twenty five lakhs only) shall be paid by the Developer to the Owner.(The receipt whereof the Owner doth hereby admit and acknowledge)
 - b) A further 30% of the total non-refundable deposit, i.e. a sum of Rs.75,00,000/- (Rupees Seventy five lakhs only) shall be paid by the Developer to the Owner before taking peaceful and vacant possession of the said property and providing alternate accommodation in terms of clause 7 of the said agreement .
 - c) A further 30% of the total non-refundable deposit, i.e. a sum of Rs.75,00,000/- (Rupees Seventy five lakhs only) shall be paid by the Developer to the Owner on or before 31st October, 2017 irrespective of the status and progress of the project.
 - d) The balance 30% of the total non-refundable deposit , ie. Rs.75,00,000/- (Rupees Seventy five lakhs only) shall be paid by the Developer to the Owner on or before 31st January, 2018 irrespective of the status and progress of the project, thus fulfilling their total commitment of Rs.2,50,00,000/- (Rupees Two crore fifty lakhs only) in terms of clause 10.1
 - e) In case the Developer fails to get the Building plan duly sanctioned by the Kolkata Municipal Corporation and take peaceful and vacant possession of the said property from the Owner on or before the expiry of 6 (six) months from the date of their agreement in terms of clause 9.5 hereinabove, then
 - i) a further 15% of the total non-refundable deposit, i.e. a sum of Rs.37,50,000/- (Rupees Thirty seven lakhs fifty thousands only) shall be paid by the Developer to the Owner on or before 31st July, 2017

ii) upon receiving the vacant and peaceful possession of the property for the commencement of the construction and providing alternate accommodation in terms of clause 7 of the said agreement, a further 15% of the total non-refundable deposit, i.e. a sum of Rs.37,50,000/- (Rupees Thirty seven lakhs fifty thousands only) shall be paid by the Developer to the Owner, thus fulfilling the total commitment of 40% of the total non-refundable deposit, i.e. Rs.1,00,00,000/- (Rupees One crore only) but not later than 31st August, 2017 irrespective of the status and progress of the project.

f) The balance payment terms as mentioned in Clause 10.1(c) and 10.1(d) remain unchanged

10.2 On payment of the total non-refundable deposit from the Developer, the Owner shall deposit the original title deeds with the Advocates, **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 who in turn will issue an accountable receipt to the Owner for the original title deeds which would be held by it in escrow till the completion of the New Building and shall handover the same to the Owner or the Owners' Association on completion of the project. The Developer shall arrange to obtain a Certified Copy of the original title deed and handover the same to the Owner in lieu of original title deed deposited with VICTOR MOSES & CO.

10.3 The Developer will be entitled to seek financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's allocation in the said project and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation only. For this purpose, the Owner shall execute necessary documents through its delegated authority or General Power of Attorney in favour of the Developer and the Owner may join as consenting party (if required by the funding institution) to create a charge on the Developer's allocation in the said project and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility. Under no circumstances no charge shall be created on the said premises or on the Owner's allocation by the Developer.

In this regard, the Developer shall indemnify the Owner against any claim arising out of such borrowings.

- 10.4 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.

11. POWERS AND AUTHORITIES:

- 11.1 The Owner hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.

- 11.2 Notwithstanding anything contained above, the Owner shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

- 11.3 Notwithstanding anything contained above, the Owner shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of entering into agreement for sale of the Unit/s attributable to the Developer's allocation only.

- 11.4 Notwithstanding anything contained above, the Owner shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of sale, transfer and/or otherwise disposal of the Unit(s) attributable to the Developer's allocation only simultaneously with the delivery of Owner's allocation duly completed and supported by a completion certificate of the Architect and Kolkata Municipal Corporation.

- 11.5 Notwithstanding grant of the aforesaid General Power of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said property within 7 (seven) days of the request being made and the documents being made available to the Owner.

12. DEALING WITH SPACES IN THE NEW BUILDING:

- 12.1 Upon development of the New Building, the saleable spaces therein and all other spaces shall be shared between the Parties

in the manner and on the terms and conditions recorded in this Agreement.

- 12.2 The parties shall be free to deal with their respective allocations in such manner as they may deem fit and proper. For the said purpose the parties shall be entitled to enter into agreements with the transferees on such terms and conditions as they may deem fit and proper; however such agreements shall maintain similarity in format and the common terms and conditions as determined by the Developer.
- 12.3 If required, the Developer and the Owner hereby agree to join in, execute and be present before the concerned registering authorities for execution of and registration of the Deed(s) of Conveyance or Deed(s) of Lease or other necessary document(s) for transferring and/or demising of any space(s)/ Unit(s) in the New Building unto and in favour of the intending purchasers/ lessees/ transferees as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by such intending purchasers/ lessees/ transferees as the case may be.

13. **MUNICIPAL TAXES AND OUTGOINGS:**

- 13.1 All Municipal rates, taxes and outgoings on the said property relating to the period prior to the commencement of construction shall be borne, paid and discharged by the Owner and such dues shall be borne and paid by the Owner as and when called upon by Developer, without raising any objection thereto. However, in the event of any sum paid in excess by the Owner, the Owner shall be entitled to the refund of the same.
- 13.2 As from the date of commencement of construction of New Building, Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the said property till such time the New Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

14. POST COMPLETION MAINTENANCE :

- 14.1 On and from the date of expiry of the period to be specified in the written notice to be given by Developer to the Owner (Possession Date), the Parties shall become liable and responsible for the payments of Rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 14.2 After the possession of their respective allocations are taken over by the Parties or their respective transferee or transferees, they shall pay or deposit with the Developer the following proportionate costs for their allocation:-
- a) All costs for obtaining electricity connection(s).
 - b) All deposits required to be made with CESC Ltd.
 - c) Proportionate costs for LT connection charges, switchgear, cables and allied installations.
 - d) Deposit for proportionate charges of maintenance at the rate to be specified by the Developer for such allocation for a period of one year from the date of commencement of liability.
 - e) Proportionate costs of common generator.
- 14.3 The Parties and respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 14.4 The Developer and the Owner jointly shall be responsible for the management, maintenance and administration of the New Building or at its discretion appoint an agency to do the same. The Owner and Developer hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Building.

- 14.5 The Developer and the Owner or the Agency to be appointed by the Developer shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 14.6 The transferee of the Developers Allocation shall pay such sum as sinking fund for maintenance of the new building, however the Owner shall not make any contribution in respect thereof. On completion of the said premises the Developer shall create an Owners Association and handover the maintenance to the said association along with the sinking fund in favour of the Association.
15. **COMMON RESTRICTIONS:**
- 15.1 The OWNER'S Allocation and DEVELOPER'S Allocation in the New Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building, which shall include the following:
- (a) No occupant of the New Building shall use or permit to be used his space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.
 - (b) No occupant of the New Building shall demolish or permit demolition of any wall or other structure in his respective space or any portions, major or minor, without the written consent of DEVELOPER.
 - (c) No occupant of the New Building shall transfer or permit transfer of his space or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed

transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.

- (d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (e) All occupants of the New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his respective space in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.
- (f) No occupant of the New Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the New Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.
- (h) No occupant of the New Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the agency to be appointed as per clause 14.4, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

15.3 It is agreed between the parties that Developer shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building.

16. RESPONSIBILITIES OF THE DEVELOPER:

16.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

16.2 The Developer shall indemnify the construction of the New Building with the help of professional bodies, contractors, etc.

16.3 The Developer shall construct the New Building at its own cost and responsibility. The Developer shall be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall be liable for any loss or for any claim arising from such construction and shall indemnify Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

16.4 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the Owner.

16.5 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Building.

17. RESPONSIBILITIES OF THE OWNER:

- 17.1 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said Property by construction of New Building thereupon.
- 17.2 The Owner shall provide the Developer with any and all necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 17.3 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.4 The Owner hereby covenants not to cause any interference or hindrance in the construction of the New Building.
- 17.5 Not to do anything whereby the Developer is prevented from developing, constructing, completing the New Building and selling, assigning and/or disposing of any part or portion of the constructed area or saleable area attributable to Developer's Allocation.

18. INDEMNITY:

- 18.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the other party including any act of default of obtaining any permission or violation of rules, regulations or bye-laws or arising out of any accident or otherwise.
- 18.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owner and/ or arising from any successful claim by any third party for any defect in title of the said Property.

19. MISCELLANEOUS :

- 19.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

- 19.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.6 The Owner shall not be liable for any Income Tax, Wealth Tax, Service Tax and/or GST or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax and/or GST or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's Allocation. It is further clarified that any Service Tax or GST arising out of construction made by the Developer for the Owner ie;(Owners allocation) shall be collected by the Developer from the Owner as per the prevalent laws thereof.
- 19.7 The name of the building shall be such as may be decided by the Developer in consultation with the Owner.
20. **DEFAULTS:**
- 20.1 The following shall be the events of default:-
- a) If the Owner fails to comply with any other obligation contained herein.

- b) If the Developer fails to construct, erect and complete the new building within the time and in the manner as mentioned in Clause 9.5 hereinabove and fails to handover the Owner's Allocation to the Owner with all statutory clearances, then in that event the Developer shall pay a sum of Rs.50,000/- (Rupees Fifty Thousand only) per month or part thereof till handover of the Owner's Allocation to the Owner along with all statutory clearances.
 - c) If the Developer fails to comply with any other obligations contained herein.
- 20.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.
- 20.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.
- 20.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party, after which the aggrieved party shall be entitled to refer the matter to arbitration.
21. **FORCE MAJEURE:**
- 21.1 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owner specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the

performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

- 21.2 The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

22. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.

23. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

24. **NOTICE:**

- 24.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

- 24.2 Any such notice or other written communication shall be deemed to have been served:

24.2.1 If delivered personally, at the time of delivery.

24.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

- 24.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 24.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

25. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

26. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

27. **JURISDICTION:**

The Courts of Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(SAID PROPERTY)

ALL THAT the piece and parcel of land containing an area of 4 Cottahs 5 Chittacks 9 Sq.ft. be the same a little more or less together with a two storied brick built building standing thereon each floor having an area of 1200 Sq. Ft. be the same a little more or less being Premises No. 61, Hindusthan Park, Post Office- Sarat Bose Road and Police Station- Gariahat, Ward No. 86 within the limits of Kolkata Municipal Corporation, Kolkata- 700 029, District South 24 Parganas and butted and bounded as follows:

ON THE NORTH	:	By Premises No. 60, Hindusthan Park, Kolkata
ON THE EAST	:	By Premises No. 62A, Hindusthan Park, Kolkata
ON THE SOUTH	:	By 40'-0" wide KMC Road known as Hindusthan Park, Kolkata
ON THE WEST	:	By 12'-0" wide common passage and by Premises no. 59/1A, Hindusthan Park, Kolkata

THE SECOND SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

- **Structure:** After Geo Technical test of the soil condition and as per Structural Engineers design, Building designed on RCC Frame and foundation being earthquake resistant;
- **Steel:** SAIL / SRMB/ ELEGANT or equivalent make;
- **Cement:** ACC/ Ultratech / Lafarge make;
- **Sand:** High quality coarse sand available in the market;

- **Stone Chips:** Good quality available in the market;
- **Bricks:** 1st Class Bricks available in the market;
- **Flooring:** Good quality marble slabs/vitrified tiles/ Wooden flooring in all the bedrooms and also in the living-cum- dining area;

Kitchen: Flooring marble or anti-skid vitrified tiles of **KAJARIA/NITCO/ORIENT** quality make with granite work/counter top and coloured ceramic tiles with Stainless Steel sink, Geyser with Hot and Cold water pipeline and Chimney points;

- **Toilets:** Flooring of anti-skid Tiles with wall dados in coloured ceramic tiles upto door height with modern CP fittings of extremely high quality like **PARRYWARE/HINDWARE/CERA** make, Geyser points with concealed Hot & Cold water pipeline and exhaust points;

Sanitary Ware : Sanitary Ware all by **JAQUAR/KOHLER/CERA** make only;

- **Grill:** MS Grills as designed and suggested by the Architect, Railings, Main gate, handrails also like above;
- **Doors:** Seasoned Malaysian Sal wood frame and all internal flush doors and 35mm Wooden Panel Door along with night latches for Main Door;
- **Windows:** Upvc windows by **Fenesta** sliding/openable with Clear/ Tinted Glasses.
- **Loft:** In toilets/ passage
- **Lift:** Fully Automatic 1 (One) lift of **Otis / Kone /Schindler** make of adequate capacity.
- **Electricals:** Concealed 3 (Three) phase Copper wiring by **Finolex / Havells** provided from ground floor to each unit with adequate points, modular switches and MCB's all of **Legrand** make, at **Living room/ Bed Rooms/Kitchen/ Toilets;**
- **Telephone Wiring:** Concealed wiring provided from ground floor upto each unit and in all the rooms;

- **Security System:** CCTV, with inbuilt intercom with Separate wiring from the ground floor/reception lobby for each individual flats;
- **Internal Walls:** High quality Internal Wall Care Putty of **Birla/ JK** make over cement plastering;
- **External Walls:** Cement plastering finished with external putty on all sides, two coats primer and paints by an authorized applicator from **Asian Paints**;
- **Roof:** Water proofing treatment done and completed with tiles flooring
- **Power Back Up:** Soundless Maintenance free Outdoor Genset system in fully acoustic enclosure with automatic switchover for all common facilities including lift and upto 5 (Five) KVA for each flat;
- **Exterior:** Aesthetically designed Gothic or Modern Elevation as suggested by the Architect (and in consultation with the Owners);
- **Lobby:** Exclusively designed by an Interior Designer with Granite flooring having Reception Counter, False Ceiling, adequate lighting, ACs and Glass Partition and small Waiting Lounge Area for Visitors;
- **Others:** Fire fighting systems to be installed on each floor
Car wash Facility;
Common toilet & bathrooms for Servants,
Centralized Digital Connection for TV from **AIRTEL / TATASKY /RELIANCE**;

THE THIRD SCHEDULE ABOVE REFERRED TO:

DEVELOPER'S SCOPE AND STATUTORY COMPLIANCES AND CONSENTS

- a. Mutation of the names of the present Owners of the property in the Records of the Kolkata Municipal Corporation if required, obtaining Assessment Book Copy / Certified Copy of IB Book.
- b. All statutory clearances, approvals, sanctions from the following authorities will be taken care of by us:-
 - i. The Kolkata Municipal Corporation

- ii. The Kolkata Improvement Trust
 - iii. Appropriate authority under the Urban Land (Ceiling & Regulation) Act, 1976
 - iv. Department of Forests (in case any existing tree/s have to be removed and/or re-planted for the proposed development)
 - v. The Kolkata Metropolitan Development Authority
 - vi. The Department of the Fire Services under the Government of West Bengal
 - vii. The Traffic Department of the Kolkata Police
 - viii. Obtaining Licence for West Bengal Building (Regulation of Promotion of Construction and Transfer By Promoters) Act, 1993
 - ix. Obtaining separate meters/Transformers and individual connections from CESC Ltd.
- c. Obtaining Licence to install and run passenger lift from the Directorate of Electricity, Govt. of West Bengal
 - d. Upon completion of the construction work obtaining the mandatory clearance and completion certificate from the Kolkata Municipal Corporation
 - e. Other permissions and/or sanction in respect of drainage and water connection and like allied services, which are mandatory as per law
 - f. Mutation of the names of the Owner in the records of the Kolkata Municipal Corporation within 60 (sixty) days from the date of receipt of Tax Clearance Certificate, i.e. Tax NOC from the concerned departments of the Kolkata Municipal Corporation.

All necessary and mandatory compliances shall be adhered to, as applicable under law

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

SIGNED SEALED AND DELIVERED
by the **OWNER** at Kolkata in the presence of:

1. Arup Guin (ARUP GUIN)

Flat: 8c, Dakshina
21 Jatin Bagchi Road
Kolkata - 700029

2. Ankush Mukherjee (ANKUSH MUKHERJEE)

47A/1, Chandi Ghosh Rd
Kolkata - 700040

Arup Guin
(ARUP GUIN)

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

1. Sounyajit Gupta

BUILTCRETE REALTY PVT. LTD.

Sounyajit Gupta
DIRECTOR

(SOUNYAJIT GUPTA)

2. Ankush Mukherjee

Drafted by:
Arunil Banerjee
Advocate, High Court, Calcutta

F/1063/750/2012

RECEIVED of and from the within named **DEVELOPER** the within mentioned sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) being the money payable under these presents as per Memo below:-

MEMO OF CONSIDERATION

CHEQUE NO.	BANK	DATE	AMOUNT (RS.)
000004	Kotak Mahindra Bank.	17.02.2017	Rs.24,75,000.00
	Less	TDS @1%	Rs. 25,000.00
Total			Rs. 25,00,000.00

(RUPEES TWENTY FIVE LAKHS ONLY)

WITNESS:

1.

[Handwritten signature]

[Handwritten signature]

2.

[Handwritten signature]





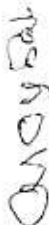




Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19010000164750/2017

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr AJOY PAL 61, HINDUSTAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Land Lord		573 	 17.2.2017
2	Mr SOUMYAJIT GUPTA 87A, SARAT BOSE ROAD, P.O:- SARAT BOSE ROAD, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700026	Representative of Developer [BUILTCR ETE REALTY PVT.LTD.]			 17.2.17
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr SUJIT KUMAR ROY Son of Late M M ROY 6 OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr AJOY PAL, Mr SOUMYAJIT GUPTA		 17.02.17	



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. - I
KOLKATA

Kolkata, West Bengal

कार्ड लेखा संख्या /PERMANENT ACCOUNT NUMBER
AFAPP0475R



नाम /NAME
AJOY PAL

पिता का नाम /FATHER'S NAME
GOPESWAR PAL

जन्य तिथि /DATE OF BIRTH
12-04-1931

हस्ताक्षर /SIGNATURE

Ajoy Pal

B. Das


आयकर आयुक्त, प ७-११


COMMISSIONER OF INCOME-TAX, W.B. - II

इस कार्ड के खो / गिन जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
सहायक आयकर आयुक्त,
पी-७,
चौरंगी स्क्वायर,
कलकत्ता - ७०० ०६९.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 069.

CR. P. S. Das


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন
IDENTITY CARD WB/23/149/ 426230
 পরিচয় পত্র



Elector's Name : AJOY PAL
 নির্বাচকের নাম : অজয় পাল
Father/Mother/Husband's name : GOPESWAR
 পিতা/মাতা/স্বামীর নাম : গোপেশ্বর
Sex : MALE
 লিঙ্গ : পুরুষ
Age as on 1.1.1995 : 64
 ১.১.১৯৯৫এ বয়স : ৬৪

Address : 51 HINDUSTHAN PARK
 CALCUTTA
 ঠিকানা : ৬১ হিন্দুস্তান পার্ক
 কলিকাতা



Fascimile Signature
Electoral Registration Officer
 নির্বাচক নিবন্ধন অধিকারিক
For HASHBIHARI **Assembly Constituency**
 রাসবিহারী বিধানসভা নির্বাচন ক্ষেত্র

Place : CALCUTTA
 স্থান : কলিকাতা
Date : 9.4.1995
 তারিখ : ৯.৪.১৯৯৫

C.A.T. 1995

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

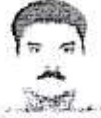
SOUMYAJIT GUPTA

INDRAJIT GUPTA

12/03/1977

Permanent Account Number

AJAPG9130E



EB092002


Signature



इस कार्ड के बारे में / यदि यह किसी व्यक्ति को मिले / तो
आयकर विभाग को सूचित करें, इस कार्ड को
किसी व्यक्ति, कर्मचारी, या
किसी टेलिकॉम एजेंसी के कर्मचारी को
बताने - पुणे - 411 045

If this card is lost / someone's lost card is found
please inform / return to
Income Tax PAN Services Unit, NSUI,
3rd Floor, Sapphire Chambers,
Near Bamber Telephone Exchange,
Bamburda, Pune - 411 045.

Tel: 91-20-2721 8030, Fax: 91-20-2721 8081
e-mail: tininfo@nsui.co.in



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XYR0722140



নির্বাচকের নাম : সৌম্যজিৎ গুপ্ত

Elector's Name : Soumyajit Gupta

পিতার নাম : ইন্দ্রজিৎ গুপ্ত

Father's Name : Indrajit Gupta

লিঙ্গ / Sex : পুরু / M

জন্ম তারিখ : 12/03/1977

XYR0722140

ক্রিকার্ড:

87A, VII-3A, SARAT BOSE ROAD, KOLKATA 700026

Address:

87A, VII-3A, SARAT BOSE ROAD,
KOLKATA 700026



Date: 26/03/2009

159-ভাবানীপুর নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন























অধিকারিকের হস্তাক্ষর অনুমতি

Facsimile Signature of the Electoral
Registration Officer for
159-Bhabanipur Constituency

ক্রিকার্ড পরিবর্তন হলে নতুন ক্রিকার্ড কোডের নিচে নাম
কোডা ও ঠিকানা নতুন সঠিক পরিচয়পত্র পাঠিয়ে
কন্য নিশ্চিত করবে এই পরিচয়পত্রের নতুনটি উৎসর্গ করবে।
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.

11/04/07

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>CRS 018/57</i>						
		Little Ring Middle Fore Thumb	(Left Hand)				
							
		Thumb Fore Middle Ring Little	(Right Hand)				
	<i>Miller</i>						
		Little Ring Middle Fore Thumb	(Left Hand)				
							
		Thumb Fore Middle Ring Little	(Right Hand)				
<p align="center">PHOTO</p>							
		Little Ring Middle Fore Thumb	(Left Hand)				
		Thumb Fore Middle Ring Little	(Right Hand)				

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201617-004556815-2

Payment Mode Counter Payment

GRN Date: 16/02/2017 18:45:08

Bank : State Bank of India

BRN : 90027077

BRN Date: 17/02/2017 00:00:00

DEPOSITOR'S DETAILS

Id No. : 19010000164750/2/2017

[Query No./Query Year]

Name : VICTOR MOSES AND CO

Contact No. : 03322102381

Mobile No. : +91 9830602627

E-mail :

Address : 6 OLD POST OFFICE STEEET

Applicant Name : Org VICTOR MOSES AND CO

Office Name :

Office Address :

Status of Depositor : Solicitor firm

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010000164750/2/2017	Property Registration- Registration Fees	0030-03-104-001-16	27580
2	19010000164750/2/2017	Property Registration- Stamp duty	0030-02-103-003-02	40001
Total				67581

In Words : Rupees Sixty Seven Thousand Five Hundred Eighty One only

Major Information of the Deed

Deed No :	I-1901-00950/2017	Date of Registration	20/02/2017
Query No / Year	1901-0000164750/2017	Office where deed is registered	
Query Date	09/02/2017 11:43:23 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6 OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602627, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,86,15,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,101/- (Article:48(g))	Rs. 27,580/- (Article:E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hindusthan Park Road, , Premises No. 61, Ward No: 86

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			Bastu		4 Katha 5 Chatak 9 Sq Ft	1/-	2,68,15,002/-	Property is on Road
Grand Total :					7.1363Dec	1 /-	268,15,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2400 Sq Ft.	1/-	18,00,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		2400 sq ft	1 /-	18,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr AJAY PAL Son of Late GOPESWAR PAL 61, HINDUSTAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, District:- South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. AFAPP0475R, Status :Individual, Executed by: Self, Date of Execution: 17/02/2017 , Admitted by: Self, Date of Admission: 17/02/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BUILTCRETE REALTY PVT.LTD. P-78 LAKE ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 PAN No. AAFCB6348A, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SOUMYAJIT GUPTA Son of Mr INDRAJIT GUPTA Date of Execution - 17/02/2017, , Admitted by: Self, Date of Admission: 17/02/2017, Place of Admission of Execution: Pvt. Residence			
87A, SARAT BOSE ROAD, P.O:- SARAT BOSE ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJAPG9130E, Status : Representative, Representative of : BUILTCRETE REALTY PVT.LTD. (as DIRECTOR)				

Identifier Details :

Name & address	
Mr SUJIT KUMAR ROY Son of Late MM ROY 6 OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr AJOY PAL, Mr SOUMYAJIT GUPTA	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AJOY PAL	BUILTCRETE REALTY PVT.LTD.-7.13625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr AJOY PAL	BUILTCRETE REALTY PVT.LTD.-2400 Sq Ft



On 16-02-2017

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,86,15,002/-

Sujan Kumar Maity
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 17-02-2017

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

Presented for registration at 17:01 hrs on 17-02-2017, at the Private residence by Mr SOUMYAJIT GUPTA ..

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

Execution is admitted on 17/02/2017 by Mr AJOY PAL, Son of Late GOPESWAR PAL, 61, HINDUSTAN PARK, P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person

Identified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6 OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 17-02-2017 by Mr SOUMYAJIT GUPTA, DIRECTOR, BUILTCRETE REALTY PVT.LTD., P-78 LAKE ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Identified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6 OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Sujan Kumar Maity
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 20-02-2017

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,580/- (B = Rs 27,489/- ,E = Rs 7/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 27,580/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/02/2017 12:00AM with Govt. Ref. No: 192016170045568152 on 16-02-2017, Amount Rs: 27,580/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90027077 on 18-02-2017, Head of Account 0030-03-104-001-16



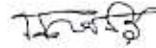
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,001/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 114861, Amount: Rs.100/-, Date of Purchase: 25/01/2017, Vendor name: A Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/02/2017 12:00AM with Govt. Ref. No: 192016170045568152 on 16-02-2017, Amount Rs: 40,001/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90027077 on 18-02-2017, Head of Account 0030-02-103-003-02



Sujan Kumar Maity
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2017, Page from 29689 to 29744

being No 190100950 for the year 2017.



Digitally signed by SUJAN KUMAR
MAITY

Date: 2017.02.21 18:55:29 +05:30

Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 21-02-2017 18:55:28

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

West Bengal.



(This document is digitally signed.)