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FL-2, BL-U, SAHAPUR GOVT HOUSING ESTATE, KOLKATA NUNCPAL CORPORATION, NEW ALIPORE

Date: 23/00/2016

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Facsimile Signature of the Electoral Registration Officer for

154-Benata Pasgnim Constituency

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PERMANENT ACCOUNT NUMBER
AAACT9219R



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THE BENGAL ROPE WORKS PRIVATE LIMITED

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In case this card is lost/found, kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcutta- 700 669. आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

DREAM GATEWAY HOTELS PRIVATE



04/02/2009

Permanunt Account Number

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PERMANENT ACCOUNT NUMBER
AAXPA8510G





THE NAME RATAN LAL AGGARWAL

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FRIENT ISIGNATURE

मिनियोग-अनसर असूक, बुस्लेश्वर

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COMMISSIONER OF INCOME-TAX, BHUBANESWAR

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John Ji

Govt. of West Bengal Directorate of Registration & Stamp Revenue

e-Challan

GRN:

19-201617-004057916-1

Payment Mode

Online Payment

GRN Date: 18/01/2017 14:03:04

Bank: HDFC Bank

BRN:

290147814

BRN Date: 18/01/2017 14:03:55

DEPOSITOR'S DETAILS

ld No.: 19040000064436/1/2017

[Query No./Query Year]

Name:

DREAM GATEWAY HOTELS PRIVATE LIMITED

Contact No. :

Mobile No. :

+91 9831047071

E-mail:

banking@thejaingroup.com

44/2A HAZRA ROAD

Address:

KOLKATA - 700 019

Applicant Name:

Mr Mani Sankar Roychowdhury

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 1

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[🐧
1	19040000054436/1/2017	Property Registration Registration	0030-03-104-001-16	12194
2	19040000064436/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	75011

In Words: Rupees Eighty Seven Thousand Two Hundred Five only

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repugnant to the subject or context be deemed to mean and include its respective successor and/or successors in office/interest and assigns) of the FIRST PART

AND

4. DREAM GATEWAY HOTELS PRIVATE LIMITED a company incorporated under the Companies Act, 1956, having its registered office at 44/2A Hazra Road, P.O. & P.S. Ballygunge, Kolkata – 700 019, having PAN No. AADCD0692H represented by its Director Shri Shrayans Jain PAN No AEYPJ9340Q hereinafter referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in office/interest and assigns) of the SECOND PART.

Owner and Developer collectively Parties and individually Party.

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

- 5. Subject Matter of Agreement
- Development and Commercial Exploitation of Said Property: Agreement 5.1 between the Owner and the Developer with regard to development and commercial exploitation by constructing multi storied buildings, hereinafter called the Project/Complex, (in the manner specified in this Agreement) over the ALL THAT the various pieces and parcels of land containing by estimation an area of 475 decimal, equivalent to 14 Bigha 7 Cottah 2 Chittack 24 sq. ft of Danga & Shall land but on physical verification found 516 Decimal (the same be a little more or less) comprised in L.R. Plot Nos. 770, 773 & 775 under L.R. Khatian No. 2980 of Mouza - Sahara, J.L. 46 and R.S. Dag Nos. 1155, 1160, 1161, 1165, 1166, 115,116 and 1135 under R.S. Khatian Nos. 108 and 277, of Mouza -Dohoria, J. L. No. 45, Block - Barasat 2, under Municipal Premises No. 154 Old Jessore Road, within the ambit of Ward no. 26, of Madhyamgram Municipality, P.S. Madhyamgram, Dist. 24 Parganas (N) (more fully and particularly mentioned and described in the 1* Schedule hereinafter written and hereinafter referred to as the "Property").
- 6. Representations, Warranties and Background
 - 6.1 Owners' Representations: The Owner has represented and warranted to the Developer as follows:
 - 6.1.1 Ownership of the Owner: The Owner is in absolute and peaceful possession and enjoyment of the said entire plots of land without any obstruction and interference from anywhere.

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- 6.1.2 No Civil, Criminal or other proceedings: The owners represent and warrant that there are no civil, criminal or other proceedings pending in any court of law or tribunal, including but not limited to injunction, receiver and orders of attachment or vesting in respect of the said property.
- 6.1.3 Owner to Ensure Continuing Marketability: The Owner ensures that Ownership titles of the Said property shall remain marketable and free from all encumbrances till the completion of development of the Said Property.
- 6.1.4 No Previous Agreement: The Owner undertakes that neither he has leased out, mortgaged, nor any Agreement for sale, transfer, development of the Said Property with any other person/s or any other entity entered into.
- 6.1.5 No Requisitions or Acquisitions: The Said property or any part thereof is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings have 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
- The Authority of Parties: The Parties hereto have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- No Prejudicial Act: The Owner shall not do nor permit any one to do any 6.1.7 act, deed, matter or thing which may affect the development, construction and marketability of the said Complex or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the Said Property or the project or on the Developer.
- 6.1.8 Boundary Wall: The said land is partially butted and bounded by brick wall and the land Owner undertakes to complete and/or repair the Boundary wall at its own cost. The owner further represent and confirm that there are no disputes relating to boundary of the property and the property has been duly demarcated from the adjoining properties by the partial boundary wall and further that no third parties claiming in a right of way or easement or any other common right over or in respect of any part or portion of the property and shall keep the developer saved, harmless and indemnified to that effect.
- 6.1.9 No Partnership: Nothing here in shall constitute a parternership between the parties nor an association of the person but is an agreement between the owner and the developer for the purpose of facilitating and making easy the task of implementing, fulfilling and performing and carrying out intentions contained therein and for observing and performing and giving effect to the term and & decisions. It is being agreed and understood that each party shall be

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respectively responsible to fulfil all requirements under the Income Tax Act, 1961 and to file their return and pay the income tax and be severally responsible for all defaults under the said act.

- 6.1.10 Default: If the owner fails to perform all its obligations as narrated in this agreement, then the Owner shall be liable to refund the Security Deposit paid by the Developer as of date to the Owner with interest @ 15% per annum.
- 6.1.11 Demolition of existing structure: Some structures are lying constructed on the land which the land owner will demolish as and when required at its cost and right on the scraps and/or debris will be of land owner.
 - 6.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:
- 6.2.1 Infrastructure and Expertise of Developer: The Developer is carrying on business in the real estate sector and having compatible infrastructure and expertise in this field.
- 6.2.2 No Abandonment: The Developer shall not abandon, delay or neglect the project of development of the Said property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 6.3 Decision to Develop: Pursuant to preliminary discussion held between the parties, the Owner and the Developer of the Said Property, have decided to jointly develop the Said Project on schedule mentioned property wherein the Owner will offer property & Developer will put its expertise and major funds needed for the project to develop the same. The salient terms of the understanding between the Parties are that the Developer shall have 70% share (Seventy percent) and the Owner shall have 30% (Thirty Percent) share respectively of the super built up area, car parking area & other common areas along with proportionate undivided and indivisible share of land out of the total land (more fully described in the schedule) of the project.
- 6.4 Mutual Understandings: Based on mutual understanding the parties can modify the mode of sharing from saleable area to Revenue sharing from sale of the Units in the project.
- 6.5 Security Deposit: The Developer shall pay to the Owners a sum of Rs 1,00,00,000/-(Rupees One Crore Only) as adjustable security deposit for development of the Project.

Dream Gateway Hotels Pvt. Ltd.

The Developer shall pay the security deposit in the following manner:

6.5.1 Rs.11,00,000/-(RupeesElevenLakhsOnly) already paid.



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- 6.5.2 Rs.39,00,000/- (Rupees Thirty Nine Lakhs Only) within 3 days of execution of these presents.
- 6.5.3 Rs.50,00,000/- (Rupees Forty Lakhs Only) on handing over of peaceful khas and vacant possession of land.
- 6.6 Conversion & ULC Clearance: It will be the obligation of the Owner to get the land converted into Bastu land and also get the Urban Land Ceiling clearance at his own cost and expenses. However, developer will extend all its support and resources as required for the same.
- 6.7 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions for the said Complex are being recorded by this Agreement.

7. Basic Understanding

- 7.1 Development of Said Property and Commercial Exploitation of Said Complex: The Parties have mutually decided to take up the development of the Said Property by way of construction of multi storied buildings thereon and commercial exploitation of the same.
- 7.2 Nature and Use of Said Complex: The Said Complex shall be constructed in accordance with Architectural Plans (Building Plans) as prepared by an architect (Architect) and approved by the appropriate authority, as a complex comprising of primarily residential buildings (with construction of commercial buildings at the discretion of the Developer) and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common.
- 7.3 Appointment of Contractors etc: The Developer shall appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Property, at their own costs and expenses.
- 7.4 No Liability for Taxes: The Owner shall not be liable for any income tax, wealth tax or any other Taxes in respect of consideration amount received by Developer towards sale of its share and vice-versa the Developer is also not liable for the amount of consideration received by the Owner towards sale of their share.
- 7.5 Nomination: The Developer can nominate any person/persons or any other entity in its place for Development of the said property, subject to approval of the Owner upon the legal compliance in that regard, if any.
- 7.6 Modification in share: It is the mutual covenant of the parties hereto that the share in saleable area of the Project can be modified at subsequent stage

hereinafter upon written consent of all the parties hereto.

- 8. Development and Commencement
- 8.1 Development: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6.3 & 7 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement.
- 8.2 Commencement and Tenure: 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 till this Agreement is terminated in the manner stated in this Agreement.
- 9. Pre-Sanction Activities, Sanction and Construction
- 9.1 Payment of Land Revenue and Municipal Tax: The Owner shall, at its costs and expenses, make payment of upto date land revenue and Municipal Tax in respect of the Said Property.
 - 9.2 Sanction: The Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants for getting the plan sanctioned for development of the said property. All costs, charges and expenses related to plan sanction and sanction fees only shall be borne by the Developer and the Owner equally i.e. 50% by the Owner and 50% the Developer, and the cost/charges of the Architect will be entirely borne by the Developer.
 - 9.3 Construction of Said Complex: The Developer shall, at its own costs and expenses construct, erect, and complete the Said Complex in accordance with the sanctioned Building Plans. In this regard it is clarified that (1) the Said Complex may, at the option of the Developer, be constructed and delivered in phased manner and (2) the Said Complex may be separate and distinct clusters of new buildings with some common amenities.
 - 9.4 Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the Said Complex within 54 (fifty four) months from the date of this agreement subject to all land related clearances including ULC is obtained in a reasonable time. The developer will not be liable for any delay in obtaining the above mentioned land clearances.

FOR THE BENGAL ROPE WORKS (PRIVATE) LID

Dream Galeway Hotels Pvt. Ltd.

- 9.5 Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 9.6 Modification of Building Plans: Any amendment or modification to the Building Plans may be made or caused to be made by the Developer within the permissible limits of the Planning Authorities.

10. Powers and Authorities

- 10.1 Power of Attorney for Construction and Sale: Simultaneously with the execution of this Agreement, the Owner has granted to the Developer and/or its nominees a Power of Attorney for construction of the Said Complex and to negotiate and sale of the apartments/ flats in the said complex and receive consideration therefore and shall also issue money receipt(s) to the intending purchaser. The Owner shall grant the power to the Developer to execute, admit and/or present, register Agreement for Sale, Deed of Conveyance or any other documents as to be required from time to time.
- 10.2 Further Acts: Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertakes that it shall execute without any dispute as and when necessary (1) Agreements for Sale and Conveyances for Sale, if required (2) supply all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Financials

11.1 Project Finance: The Developer, for the purpose of having financial assistance of the complex, may avail for financing of the Project (Project Finance) through a Bank/Financial Institution. Such Project Finance can be secured on the strength of the security of the Property/ construction work-in-progress/receivables. For this purpose, the Owner shall execute necessary documents through its delegated authority or Power of Attorney in favour of the Developer and the Owner shall join as consenting/confirming party (if required by the Banker/Institution) to create a charge in favour of Banker/Institution for availing the Project Finance. It is hereby clarified that the responsibilities and liabilities to re-pay the above loan is solely vested upon the Developers. The owners shall not be liable for any such loans on project / term loans or any other credit facility for development of the said property in any manner whatsoever.

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Dream Gateway Hotels Pvt. Ltd.

Director

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12. Adjustment of earnest Money.

The Developer shall have the right to first receive refund of the said earnest Money from the sale proceed/ advance received from the sale of Owner's areas or prior to handing over possession of the Owners area, whichever is earlier. Only on completion of adjustment of the full earnest money the Owner will be entitled to the Units in the Owner's Allocation and take possession.

13. Municipal Taxes and Outgoings for Land

13.1 All Municipal rates and taxes and outgoings (collectively Rates) on the Said Property shall be borne, paid and discharged by the Owner till handing over of the possession of the land and thereafter at the rate of sharing ratio i.e. 70% by the developer and 30% by the land owner.

14. Obligation of Developer

- 14.1 Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within the Completion Time, subject to the force majeure clause hereinafter contained
- 14.2 Compliance with Laws: The 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 and it shall be the absolute responsibility of the Developer to ensure compliance.
- 14.3 Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architect, professional bodies, contractors, etc. The entire planning, designing are to be done by the Developer.
- 14.4 Specifications: The Developer shall use standard quality building materials and the decision of the Architect as to the quality and standard of materials to be used shall be final and binding on the Parties.
- 14.5 Commencement of Complex: The development of the Said Complex shall commence as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the sole responsibility of the Developer.
- 14.6 Construction at Developer's Cost: The Developer shall construct the Said Complex and it will look after the day to day matters and its decision in this regard will be final and binding.

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- 14.7 Responsibility for Marketing and Advertising: The Developer shall be solely responsible for marketing and advertising of the said complex. The marketing strategy, budget, selection of publicity material, media etc. shall be decided and formulated by the Developer. All costs and expenses towards marketing and advertising of the Complex shall be borne by Developer.
- 14.8 Marketing And Selling of Owner's Portion: It is hereby agreed by and between the parties that in case of land owner's choose to sell its share through Developer or its agents, the owner will pay 8% of the total consideration thereof to the developer for sale of its area towards marketing, advertisements and other related expense. However, if the owner decide to market and sell his share separately in which case he will be restricted to do so for a period of 12 months from the date of plan sanction and other clearance. After the 12 month period the owner may sell his share through any of the approved agents appointed by the developer/any well reputed agent and at a rate not lower than the one set by the developer.
- 14.9 Pricing: The Developer shall determine the first basic price for sale or disposal of the flats/Units/apartments in the Project keeping in view the market economics and such basic price may be revised from time to time by the Developer.
- 14.10 No Violation of Law: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.
- 15. Obligations of the Owner
- 15.1 Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 15.2 Act in Good Faith: The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 15.3 Documentation and Information: The Owner undertakes to provide the Developer all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 15.4 No Obstruction in Dealing with Developer' Functions: The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

- No Obstruction in Construction: The Owner hereby covenants not to cause 15.5 any interference or hindrance in the construction of the Said Complex. It is clearly understood by the Owner that the Said Complex shall be constructed in phases and hence the area of Owner's share shall also come to the Owner in phased manner.
- 15.6 No Dealing with Said Property: The Owner hereby covenants not to let out. grant lease, mortgage and/or charge the Owner' Share in the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- Making out Marketable Title: The Owner hereby covenants that it shall make 15.7 out a good, bankable and marketable title of the Said Property and all original title related papers and documents shall be kept with Developer. The Owner shall, at their own risk, cost and expenses, settle all claims, litigations, disputes regarding the Owners' title and clear any encumbrance that may arise in respect of the Property and shall ensure that the same do not in any manner impede the implementation of this Agreement and execution of the Project or adversely affect the right of the Developer in any manner whatsoever, and shall keep the Developer saved, harmless and indemnified to that effect.
- Co-operations: Co- Operate in planning; discuss all major policy matter and 15.8 other act as referred in this joint development agreement.
- 15.9 The Owner shall not sell its share of area below the basic price / revised price as reflected above in clause 14.9 without written consent of the developer.

Miscellaneous:

- 16.1 Management of the Building: Till the Association is formed under The West Bengal Apartment Ownership Act 1972 or such Act/Acts as applicable, the Buildings will be managed and maintained by the Developer and the owners will be liable to pay to the developer proportionate charges, as fixed by the developer for maintenance and management of the Common area.
 - Maintenance Charges and/or extra charges or deposits: The developer shall be entitled to collect and retain in respect of the entire Complex all additional charges, expenses and/or deposits including Corpus Deposit, formation of Maintenance Company, Common Expenses, Municipal Taxes, Infrastructural cost for providing and/or supply of electricity, purchase and installation of generator, electric and water supply connections. Project Advocate Fees, additional and amenities that may be provided, charges, out pocket expenses and fees payable for changes/ regularization / completion under the applicable rules or provisions.

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Such receipts shall not be included either in the expenses or in the revenue of the project and the owner shall not have any claim on the same.

- 17. Limitation of Liability
- 17.1 No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.
- 18. Miscellaneous
- 18.1 Parties Acting under Legal Advice: Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 18.2 Essence of Contract: In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.3 Valid Receipt: The Owner shall pass valid receipts for all amounts paid under this Agreement.
- 18.4 No Implied Waiver: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 18.5 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the Said Complex by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

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Dream Gateway Hotels Pvt. Ltd.

Director

- 18.6 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.7 Name of Said Complexes: The name of the Said Complex shall be decided by the Developer.

19. Defaults

19.1 No Cancellation: None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in implementing the Project except due to force majeure (explained in Clause 19 below), the same shall be justified by the Developer to the Owner to its satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

20. Force Majeure

- 20.1 Meaning: Force Majeure shall mean and include an event preventing either Party from performing any or all of their 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, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, 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.
- 20.2 Reasonable Endeavour's: The Party claiming to be prevented or delayed in the performance of any of their/its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

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Dream Gateway Hotels Pvt. Ltd.

Director

21. Counterparts

21.1 All Originals: This Agreement is being executed and the original shall be retained by the Developer with full right of creation of mortgage, charge and other form of encumbrance and a copy of this agreement shall be given to the Owner.

22. Severance

- 22.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 22.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 22.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

23. Reservation of Rights

- 23.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 23.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 23.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the

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provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

23.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

24. Amendment/Modification

24.1 Express Documentation: 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 and expressly referring to the relevant provision of this Agreement.

25. Notice

- 25.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address as mentioned in clause 3 and 4 herein above and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written.
 - 25.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

25.2.1 Personal Delivery: if delivered personally, at the time of delivery.

25.2.2 Registered Post: if sent by prepaid recorded delivery or registered post or

FOR THE BENGAL ROPE WORKS (PRIVATE) CID

Dream Gateway Hotels Pvt. Ltd.

Director Page 14

courier service, on the 4th day of handing over the same to the postal authorities/service provider shall be deemed to have been served upon the addressee.

- 25.2.3 Facsimile: 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.
- 25.3 Proof of Service: 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 courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider 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.

26. Arbitration

- 26.1 Disputes and Pre-referral Efforts: 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 endeavours 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
- 26.2 Conduct of Arbitration Proceeding: The Parties agree that:

26.2.1 Place: The place of arbitration shall be Kolkata only.

26.2.2 Language: The language of the arbitration shall be English.

26.2.3 Interim Directions: The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

26.2.4 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration.

FOR THE BENGAL ROPE WORKS (PRIVATE) LID

Dream Gateway Hotels Pvt. Ltd.

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Director

proceedings.

- 26.2.5 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.
- 26.2.6 Appointment: Two Arbitrator to be appointed one each by the Legal Advisor of the Developer and the Legal Advisor of the owner.

27. Jurisdiction

27.1 Court: In connection with the aforesaid arbitration proceedings, the courts at Kolkata only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

28. Rules of Interpretation

- 28.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- 28.2 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, reenacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 28.3 Number: In this Agreement, any reference to singular includes plural and viceversa.
- 28.4 Gender: In this Agreement, words denoting any gender including all other genders.
- 28.5 Party: In this Agreement, any reference to a Party is to a party to this Agreement.
- 28.6 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a

Dream Gateway Hotels Pvt. Ltd.

Director Page 16

FOR THE BENGAL ROPE WORKS (PRIVATE) LID

reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

- 28.7 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 28.8 Headings: In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement
- 28.9 Definitions: In this Agreement, the words put in brackets and in bold prints define the word, phrase and expression immediately preceding.

1st SCHEDULE (Said Property)

ALL THAT the various pieces and parcels of land containing by estimation an area of 475 decimal equivalent to 14 Bigha 7 Cottah 2 Chittack 24 sq. ft of Danga & Shali land but on physical verification found 516 decimal (the same be a little more or less) comprised in L.R. Plot Nos. 770, 773 & 775 under L.R. Khatian No. 2980 of Mouza -Sahara, J.L. 46 and R.S. Dag Nos. 1155, 1160, 1161, 1165, 1166, 115, 116 and 1135 under R.S. Khatian Nos. 108 and 277, of Mouza - Dohoria, J. L. No. 45, Block -Barasat 2, under Municipal Premises No. 154 Old Jessore Road, within the ambit of Ward no.26, of Madhyamgram Municipality, P.S. Madhyamgram, Dist. 24 Parganas (N) shown in the Plan annexed hereto and delineated with Red therein and butted and bounded as follows-

ON THE NORTH Part of Dag Nos. 454, 1155 & 1161.

ON THE SOUTH

: Part of Dag Nos. 460, 479, 1162, 1181 & 1182.

ON THE EAST

Surface drain and Jessore Road

ON THE WEST

Part of Dag Nos. 453 & 470.

FOR THE BENGAL ROPE WORKS (PRIVATE) LID talar had typical Dream Gateway Hotels Pvt. Ltd.

SPECIMEN FORM FOR TEN FINGERPRINTS

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		(Right	Hand)		
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РНОТО	-	(Left	Hand)		
5	Thumb	Fore	Middle	Ring	Little
		(D):-1-4	Hand)		

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written

SIGNED AND DELIVERED by the within named OWNERS in the presence

1. Arup Known Das.

FOR THE BENGAL ROPE WORKS (PRIVATE) LITE Latan had Applicat

SIGNED AND DELIVERED by the within named DEVELOPER in the presence of:

WITNESSES:

(1) Ampunman Das.
(2) Sanidhya Choukhany

Dream Gateway Hotels Pvt. Ltd.

Mayar Li Director

RECEIPTS AND MEMO OF CONSIDERATION

Received from the Dream Gateway Hotels Pvt. Ltd. the sum of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) vide cheque no 001404 date 12/11/2016 drown on HDFC Bank as security deposit against this Development Agreement.

WITNESSES:

FOR THE BENGAL HOPE WORKS (PRIVATE) LID Labor Director

(1) Arup laman das.

12) Sanidhya Choukhany 7/1A Landon Street, Kol-17 Dream Gateway Hotels Pvt. Ltd.

Proof Ed by me :

Abracub Day,

Advocati

Acipora Police Conort.

F/2021/1588/2011



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name: Kolkata Signature / LTI Sheet of Query No/Year 19040000064436/2017

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
1	Mr Ratan Lal Aggarwal 4, Synagogue Street, Kolkata, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [THE BENGAL ROPE WORKS PRIVATE LIMITED]			18 01/17.
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Shrayans Jain 44/2A Hazra Road, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Developer [DREAM GATEWA Y HOTELS PRIVATE LIMITED]			Sugger L.

SI No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Arup Kumar Das Son of Late Arun Kumar Das U/2, Sahapur Govt Housing Estate, Kolkata, P.O:- Sahapur, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038	Mr Ratan Lai Aggarwal, Mr Shrayans Jain	8.81.2017

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR

OF ASSURANCE

OFFICE OF THE A.R.A.
IV KOLKATA

Kolkata, West Bengal

Major Information of the Deed

Deed No:	I-1904-00431/2017	Date of Registration	19/01/2017		
Query No / Year	1904-0000064436/2017	Office where deed is r	egistered		
Query Date	18/01/2017 12:33:25 PM	A.R.A IV KOLKATA, I	District: Kolkata		
Applicant Name, Address & Other Details	Mani Sankar Roychowdhury 4, K.S. Roy Road, Kolkata,Thana Mobile No.: 9433359436, Status	na : Hare Street, District : Kolkata, WEST BENGAL, us :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Proper 11,00,000/-]	ement : 2], [4311] Other		
Set Forth value		Market Value			
Rs. 11/-		Rs. 40,26,27,181/-			
Stampduty Paid(SD)	THE RESERVE THE PARTY.	Registration Fee Paid			
Rs. 75,111/- (Article:48(g))		Rs. 12,194/- (Article:E,	E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urba		

Land Details:

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Old Jessore Rd, Mouza: Doharia, Premises No. 154, Ward No: 26

Sch No	Plot Number	Khatian Number	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-770	RS-2980	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road
L2	RS-773	RS-2980	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road
L3	RS-775	RS-2980	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road
L5	RS-1160	RS-108	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road
L7	RS-1165	RS-227	Bastu	Shali	227 Sq Ft	1/-	5,04,445/-	Property is on Road
L8	RS-1166	RS-227	Bastu	Shali	11795 Sq Ft	1/-	2,62,11,145/-	Property is on Road
L9	RS-115	RS-227	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road
L11	RS-1135	RS-227	Bastu	Shali	18800 Sq Ft	1/-	4,17,77,831/-	Property is on Road
		TOTAL :			285.9936Dec	8 /-	2773,27,021 /-	

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Old Jessore Rd, Mouza: Doharia

Sch No	Plot Number	Khatian Number	Land Proposed	Charles See Line Control	Area of Land	CONTRACTOR OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
L4	RS-1155	RS-108	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Old Jessore Rd, Mouza: Barasat, Premises No. 154, Ward No. 26

Sch	Number	Khatian Number	Land Proposed	No. of the Contract of the Con	Area of Land	CONTRACTOR OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
L6	RS-1161	RS-108	Bastu	Shali	18795 Sq Ft			Property is on Road

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Old Jessore Rd, Mouza: Doharia, Ward No: 26

Sch No		Khatian Number	Land Proposed	TOTAL CO.	Area of Land	The Control of the Co	Market Value (In Rs.)	Other Details
L10	RS-116	RS-227	Bastu	Shali	18795 Sq Ft	1/-	4,17,66,720/-	Property is on Road
F	Grand	Total:			415.2094Dec	11 /-	4026,27,181 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	THE BENGAL ROPE WORKS PRIVATE LIMITED 4. Synagogue
	Street, Kolkata, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAACT9219R, Status:Organization, Executed by: Representative

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	DREAM GATEWAY HOTELS PRIVATE LIMITED 44/2A Hazra Road, Kolkata, P.O Ballygunge, P.S Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AADCD0692H, Status:Organization

Representative Details:

No	Name,Address,Photo,Finger pr	int and Signat	ure						
1	Mr Ratan Lal Aggarwal Son of Mr 4, Synagogue Street, Kolkata, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of: THE BENGAL ROPE WORKS PRIVATE LIMITED (as Director)								
2		Photo	Finger Print	Signature					
	Mr Shrayans Jain Son of Mr Date of Execution - 18/01/2017, , Admitted by: Self, Date of Admission: 18/01/2017, Place of Admission of Execution: Pvt. Residence								

Identifier Details:

Name & address		
Mr Arup Kumar Das		
Son of Late Arun Kumar Das		
U/2, Sahapur Govt Housing Estate, Kolkata, P.O:- Sahapur, F		
Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Oc	cupation: Service, Citizen of: India, , Identifier Of Mr Ratan	

ransi	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Transf	fer of property for L10	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Trans	fer of property for L11	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0834 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Trans	fer of property for L4	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Trans	fer of property for L5	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Trans	fer of property for L6	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec
Trans	fer of property for L7	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-0.520209 Dec

Transfer of property for L8		
SI.No	From	To. with area (Name-Area)
10	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-27.0302 Dec
ans	fer of property for L9	
SI.No	From	To. with area (Name-Area)
1	THE BENGAL ROPE WORKS PRIVATE LIMITED	DREAM GATEWAY HOTELS PRIVATE LIMITED-43.0719 Dec

Endorsement For Deed Number: I - 190400431 / 2017

On 18-01-2017

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

Presented for registration at 16:15 hrs on 18-01-2017, at the Private residence by Mr Shrayans Jain ...

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 40,26,27,181/-

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

Execution is admitted on 18-01-2017 by Mr Ratan Lal Aggarwal, Director, THE BENGAL ROPE WORKS PRIVATE LIMITED, 4, Synagogue

Street, Kolkata, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Indetified by Mr Arup Kumar Das, , , Son of Late Arun Kumar Das, U/2, Sahapur Govt Housing Estate, Kolkata, P.O: Sahapur, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by profession Service

Execution is admitted on 18-01-2017 by Mr Shrayans Jain, Director, DREAM GATEWAY HOTELS PRIVATE LIMITED, 44/2A Hazra Road, Kolkata, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mr Arup Kumar Das, , , Son of Late Arun Kumar Das, U/2, Sahapur Govt Housing Estate, Kolkata, P.O: Sahapur, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by profession Service

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Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 19-01-2017

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 12,194/- (B = Rs 12,089/-, E = Rs 21/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 12,194/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/01/2017 2:03PM with Govt. Ref. No: 192016170040579161 on 18-01-2017, Amount Rs: 12,194/-, Bank:

#IDFC Bank (HDFC0000014), Ref. No. 290147814 on 18-01-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,011/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 150581, Amount: Rs.100/-, Date of Purchase: 17/01/2017, Vendor name: A K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2017 2:03PM with Govt. Ref. No: 192016170040579161 on 18-01-2017, Amount Rs: 75,011/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 290147814 on 18-01-2017, Head of Account 0030-02-103-003-02

te

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2017, Page from 20971 to 21007
being No 190400431 for the year 2017.



Digitally signed by ASIT KUMAR JOARDER

Date: 2017.01.21 16:14:55 +05:30 Reason: Digital Signing of Deed.

He

(Asit Kumar Joarder) 21-01-2017 16:14:55 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)