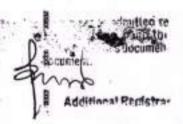


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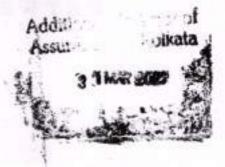
Additional and Additional Assurance and Additional Addi

# JOINT VENTURE AGREEMENT

of March Two Thousand and Twenty one

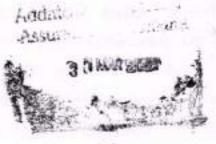
BETWEEN





(1) WIDE RANGE MERCHANTS PVT LTD (PAN AAACW5117B) a company within the meaning of the Companies Act 2013 having its registered office situated at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700 141 and represented by its Director SHRI AJAY KUMAR MIMANI (PAN AJGPM6049) (AADHAR NO.724284513220) son of Late Shree Kishan Mimani working for gain at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700 141 (2) ARCL PETROCHEMICALS LIMITED (PAN AADCT4857E) a company within the meaning of the Companies Act 2013 having its registered office situated at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700 141 and represented by its Director SHRI SUMANTA SARKAR (PAN DEJPS3270E) (AADHAR NO. 853724714040) son of Shri Sudhir Chandra Sarkar working for gain at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700 141 (3) ALLIED MARITIME & INFRA ENGINEEREING PRIVATE LIMITED (PAN AADCA4566H) a company within the meaning of the Companies Act 2013 having its registered office situated at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141 and represented by its Director MS. VIJAYA LAXMI DE SARKAR (PAN BEDPS0181N) (AADHAR NO. 385121402061) daughter of Ratan Chandra Surana working for gain at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141 (4) YOCNEX CHEMICALS PRIVATE LIMITED (PAN AABCY0818J) a company within the meaning of the Companies Act 2013 having its registered office situated at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141 and represented by its Director SHRI ASHIM KUMAR DAS (PAN AEVPD2801F) (AADHAR NO. 876780286632) son of Shri Priyalal Das working for gain at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141 (5) NOCNEX CHEMICALS PRIVATE LIMITED (PAN PAN AAGCN3474L) a company within the



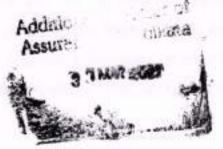


meaning of the Companies Act 2013 having its registered office situated at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141 and represented by its Director SHRI ANIL KUMAR SINGH (PAN AOZPS1290K) (AADHAR NO. 395607604398) son of Shri Kariya Singh working for gain at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700 141 AND (6) OCLIM ADVISORY SERVICES PRIVATE LIMITED (PAN AAHCM0206E) a company within the meaning of the Companies Act 2013 having its registered office situated at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700 141 and represented by its Director SHRI SUMANTA SARKAR (PAN DEJPS3270E) (AADHAR NO. 853724714040) son of Shri Sudhir Chandra Sarkar working for gain at No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141, hereinafter collectively referred to as the FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the FIRST PART;

## AND

ARCL ORGANICS LIMITED (PAN NO. AACCA2121P) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at Rampur, Budge Budge Trunk Road, P.S. Mahestala, Kolkata 700 141 and represented by its Director MR. AJAY KUMAR MIMANI (PAN NO. AJGPM6049N) (AADHAR NO. 724284513220) son of Late Kishan Mimani working for gain at No. No. C2-54/127 Budge Budge Trunk Road, P.O. Gobindapur P.S. Mahestala, Kolkata 700141 hereinafter referred to as the CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the SECOND PART;





#### AND

SKDJ PARNASHREE HOME LLP (PAN ADIFSO514N) a limited liability partnership firm registered under the Limited Liability Partnership Act 2005 having its registered office at Room No. 8 9th floor, Shantiniketan Building, 8 Camac Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata 700 017 and represented by its Designated Partner MR. SUSHIL KUMAR AGARWAL (PAN AGQPA1323C) (AADHARNO. 459930349914) son of Shri Indra Chand Gupta residing at No. 464 S.N. Roy Road, P.S. Behala P.O. Sahapur, Kolkata 700 038, hereinafterreferred to as the SECOND PARTY/ DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives executors administrators and assigns) of the THIRD PART:

### WHEREAS:

- A) In this Agreement wherever the context so permits the First Party and the Second Party are collectively referred to as the 'parties and individually as a Party.
- B) ARCL ORGANICS LIMITED(formerly known as Allied Resins and Chemicals Limited)(the Confirming Party herein) was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THATthevarious pieces and parcels of Sali land containing by estimation an area of 1.01 acres of land (be the same a little more or less) comprised in Dag No.309, 322 and 323 J.L. No. 2 R.S. No. 83 Touzi No. 346 appertaining to R.S. Khatian Nos. 2743 and 8653 Mouza Behala(more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said LARGER PROPERTY).





- C) By a joint development Agreement dated 4th April 2017 entered into between the Confirming Party and the Developer herein and registered at the office of the District Sub Registrar, Alipore, South 24 Parganas in Book No. I Volume No. 1602-2017 Pages 79739 to 79781 Being No. 160202826 for the year 2017 the Confirming Party granted the exclusive right of development in respect of the said larger property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said agreement (hereinafter referred to as the FIRST DEVELOPMENT AGREEMENT) whereby the Developer became entitled to undertake a housing project on the said Larger Property in terms of the said First Development Agreement.
- D) In pursuance of the said First Development Agreement the Developer had kept in deposit with the Confirming Party a sum of Rs. 1,40,00,000/- (Rupees one crore forty lacs only) (hereinafter referred to as the DEPOSIT AMOUNT) (which amount the Confirming Party doth admit and acknowledge to have been received.)
- E) In furtherance of the said First Development Agreement, while carrying out necessary survey it was observed that the entirety of the said larger property had been split into two parts by a canal running through the larger property thus dividing the said Larger Property in two partsand a major part of the said Larger Property measuring 49 cottahs 6 Chittacks (more or less) was lying on one side of the canal and as such it was agreed between the Confirming Party and the Developer that the work of development would remainingrestricted to an area containing by estimation an area of 49 cottahs (more or less) forming part of the said larger property (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon).





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- F) For the purpose of giving effect to the said First Development Agreement and for the purpose facilitating development of the said Property and/or making the said housing project viable:
  - i) By a Deed of Sale dated 14th March 2019 made between ARCL. Organics Limited therein referred to as the Vendor/owners of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Part and Wide Range Merchants Pvt Ltd (the First Party No. 1 herein) therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. -160202222 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of the said Wide Range Merchants Pvt Ltd (the First Party No. 1 herein) ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less)for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.
  - By another Deed of Sale also dated 14th March 2019 made between ARCL Organics Limited therein referred to as the Vendor/First Party of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Party and ARCL Petrochemicals Limited (the First Party No. 2 herein) therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160202224 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of



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the said ARCL Petrochemicals Limited (the First Party No. 2 herein) ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.

- iii) By another Deed of Sale also dated 14th March 2019 made between ARCL Organics Limited therein referred to as the Vendor/First Party of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Party and Allied Maritime & Infra Engineering Pvt Ltd (the First Party No. 3 herein) therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160202221 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of the said Allied Maritime & Infra Engineering Pvt Ltd (the First Party No. 3 herein)ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.
- iv) By another Deed of Sale also dated 14th March 2019 made between ARCL Organics Limited therein referred to as the Vendor/First Party of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Party and Yocnex Chemicals Pvt Ltd (the First Party No. 4 herein) therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub



Registrar II, South 24 Parganas in Book No. I Being Deed No. 160202370 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of the said Yocnex Chemicals Pvt Ltd (the First Party No. 4 herein) ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.

- By another Deed of Sale also dated 14th March 2019 made between ARCL Organics Limited therein referred to as the Vendor/First Party of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Party and Nocnex Chemicals Pvt Ltd (the First Party No. 5 herein) therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160202223 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of the said Nocnex Chemicals Pvt Ltd (the First Party No. 5 herein) ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less)for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.
- vi) By another Deed of Sale also dated 14th March 2019 made between ARCL Organics Limited therein referred to as the Vendor/First Party of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Party and Olcim Advisory Services Pvt Ltd (the First

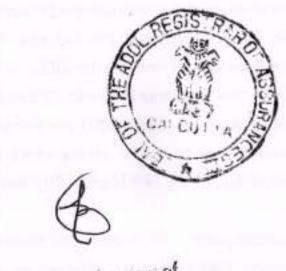
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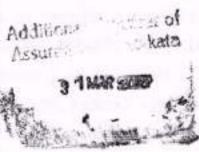
Party No. 6 herein) therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160202220 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of the said Olcim Advisory Services Pvt Ltd (the First Party No. 6 herein) ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.

vii) By another Deed of Sale also dated 14th March 2019 made between ARCL Organics Limited therein referred to as the Vendor/First Party of the One Part and SKDJ PARNASHREE HOME LLP therein referred to as the Confirming Party of the Second Party and Suksess Chemicals Pvt Ltd therein referred to as the Purchaser of the Third Part and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160202219 for the year 2019 the Confirming Party herein with the consent and concurrence of the Developer sold transferred and conveyed unto and in favour of the said Suksess Chemicals Pvt Ltd ALL THAT undivided one seventh share or interest into or upon the said Property containing by estimation an area of 7 cottahs (more or less) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sale.



- G) By virtue of the aforesaid seven recited Deeds of Conveyances the said (1) WIDE RANGE MERCHANTS PVT LTD (2) ARCL PETROCHEMICALS LIMITED(3) ALLIED MARITIME & INFRA ENGINEEREING PRIVATE LIMITED (4) YOCNEX CHEMICALS PRIVATE LIMITED (5) NOCNEX CHEMICALS PRIVATE LIMITED (PAN AAGCN3474L) (6) OCLIM ADVISORY SERVICES PRIVATE LIMITED (PAN AAHCM0206E) and (7) SUKSESS CHEMICALS PRIVATE LIMITED thus became entitled to the said Property.
- H) Subsequent to the aforesaid 7 (seven) recited Deeds of Sale in as much as certain errors and/or mistakes had crept in the aforesaid recited Deeds of Sale the following Deeds of Declaration were executed:
  - Indenture dated 8th August 2019made between ARCL Organics Limited therein referred to as the Declarant No.1and SKDJ PARNASHREE HOME LLP therein referred to as the Declarant No.2/Confirming Party and Wide Range Merchants Pvt Ltd (the First Party No. 1 herein) and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160200371 for the year 2019wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified.
  - ii) Indenture dated 8th August 2019made between ARCL Organics Limited therein referred to as the Declarant No.1and SKDJ PARNASHREE HOME LLP therein referred to as the Declarant No.2/Confirming Party and ARCL Petrochemicals Limited (the First Party No. 2 herein)and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No.

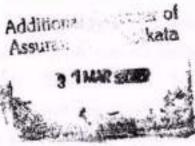




I Being Deed No. 160200369 for the year 2019wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified

- iii) Indenture dated 8th August 2019made between ARCL Organics Limited therein referred to as the Declarant No.1and SKDJ PARNASHREE HOME LLP therein referred to as the Declarant No.2/Confirming Party and Allied Maritime & Infra Engineering Pvt Ltd (the First Party No. 3 herein)and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160200373 for the year 2019wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified.
- Indenture dated 8th August 2019made between ARCL Organics Limited therein referred to as the Declarant No.1and SKDJ PARNASHREE HOME LLP therein referred to as the Declarant No.2/Confirming Party and Yocnex Chemicals Pvt Ltd (the First Party No. 4 herein) and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160200372 for the year 2019wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified.
- v) Indenture dated 8th August 2019made between ARCL
  Organics Limited therein referred to as the Declarant
  No.1and SKDJ PARNASHREE HOME LLP therein
  referred to as the Declarant No.2/Confirming Party and
  Nocnex Chemicals Pvt Ltd (the First Party No. 5 herein)





and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160200378 for the year 2019 wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified.

- vi) Indenture dated 8th August 2019made between ARCL Organics Limited therein referred to as the Declarant No.1and SKDJ PARNASHREE HOME LLP therein referred to as the Declarant No.2/Confirming Party and Oclim Advisory Services Pvt Ltd (the First Party No. 6 herein) and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160200370 for the year 2019wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified.
- vii) Indenture dated 8th August 2019made between ARCL Organics Limited therein referred to as the Declarant No.1 and SKDJ PARNASHREE HOME LLP therein referred to as the Declarant No.2/Confirming Party and Suksess Chemicals Pvt Ltd and registered at the office of the office of the District Sub Registrar II, South 24 Parganas in Book No. I Being Deed No. 160200377 for the year 2019wherein certain mistakes and/or errors which had crept in the Deed of Sale dated 14th March 2019 were rectified.
- I) By virtue of the aforesaid registered Deeds of Conveyance/Sale as hereinbefore recited, the said (1) WIDE RANGE MERCHANTS PVT LTD (2) ARCL PETROCHEMICALS LIMITED (3) ALLIED MARITIME & INFRA ENGINEEREING PRIVATE LIMITED(4)



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YOCNEX CHEMICALS PRIVATE LIMITED (5) NOCNEX CHEMICALS PRIVATE LIMITED (6) OCLIM ADVISORY SERVICES PRIVATE LIMITED and (7) SUKSESS CHEMICALS PRIVATE LIMITED (hereinafter collectively referred to as the SEVEN OWNER COMPANIES) thus became entitled to the said Property.

- J) Each of the aforesaid recited Deeds of Conveyances/Sale whereby the Seven Owner Companies became entitled to the said Property expressly provides SKDJ Parnashree Home LLP (the Developer herein) will undertake the development of the said Property and that the seven owner companies will enter into a fresh Development Agreement whereby the Developer herein shall be entitled to undertake the development of the said Property on the terms and conditions contained and recorded in the First Development Agreement and consequently upon execution of a fresh Development Agreement the First Development Agreement shall stand superceded.
- K) After having acquired the said property the said Seven Owner Companies caused their names to be mutated in the records of Block Land and Land Reforms Office (B.L & L.R.O) and also caused the nature of the said lands to be converted from Sali to Vastu/Bahutal Abason.
- L) The said property has since been numbered as Municipal Premises No. 142 A, Upendra Nath Banerjee Road, under KMC WARD No. 131 (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY).
- M) In as much as it was agreed between the said seven owner companies that the said Property will be undertaken for development by the Developer for the purpose of facilitating the development of



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the said Property it was agreed between the said seven owner companies that one of the seven owner companies namely Suksess Chemicals Pvt Ltd will sell and transfer its undivided 1/7th share or interest and/or the entirety of its right title interest into or upon the said Property unto and in favour of the Developer herein and accordingly by a Deed of Conveyance registered at the office of District Sub-Registrar II Being No. 160203132 for the year 2021, the said Suksess Chemicals Pvt Ltd (one of the seven owner companies)sold transferred and conveyed ALL THAT the undivided 1/7th share or interest i.e. 7 cottahs of land (more or less) into or upon the said Property and/or the entirety of its right title interest into or upon the said Property unto and in favour of the Second Party/Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Conveyance.

- N) For the purpose of undertaking the development of the said Property the remaining six owner companies (being the First Party herein) have agreed to execute this Development Agreement whereby they have agreed to grant the exclusive right of development in respect of their respective undivided share or interest into or upon the said Property unto and in favour of the Developer for the consideration and subject to the terms and conditions hereinafter appearing.
- O) The parties are desirous of recording the same, in writing

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained the parties hereto agree as follows:

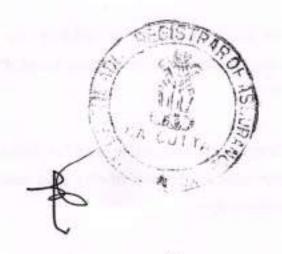
ARTICLE I - REPRESENTATIONS AND WARRANTIES BY THE FIRST
PARTY



Additional Contract of Assurace



- 1.1 At or before execution of this Agreement the First Partyand each one of them have assured and represented to the Developer as follows:
  - That the First Party alongwith the Developer are jointly entitled to the said Property each one of them being entitled to undivided 1/7th share or interest therein;
  - That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever;
  - That the First Party have a marketable title in respect of their respective share into or upon the said Property;
  - That there is no encroachment into or upon the said property or any part or portion thereof;
  - That the First Party do not holding any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation)
     Act 1976;
  - vi) That there is no bargardar and/or bhagchassi claiming any right over and in respect of the said property or any part or portion thereof;
  - vii) That the names of the Owners of the said Property have been mutated in the land records including Kolkata Municipal Corporation;
  - viii) That the nature of the lands have been converted from Sali to vastu/Bahutal Abason;



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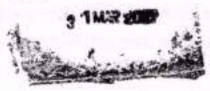
1.2 The Developer has completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof has agreed to enter into this Agreement for the purpose of undertaking development of the said Property.

# **ARTICLE II - DEFINITIONS**

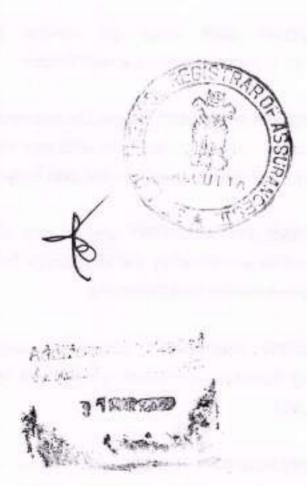
- 2.1 In this agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) "Architect" shall mean the person and/or persons and/or firm or firms who may be appointed by Developers as the Architect of the said Project
- ii) "Agreement" shall mean this Agreement and any Annexures attached to it or incorporated in it by reference.
- "Applicable Law" shall mean the laws of India and all the rules, regulations, ordinances, notifications and policies notified or promulgated from time to time including but not limited to anyOrdinance, notification, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any government agency or instrumentality thereof having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.



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- "Applicable Permits" shall mean any and all approvals, iv) authorizations, licenses, permissions, consents, no objection certificates to be obtained by Developers , in the name of theparties wherever possible, (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan)forthe commencementof the construction of the Project on the said including without limitation environmental Premises commencement certificate, intimation clearances. disapproval, amalgamation, occupation certificate, temporary power connections and all other approvalsand/orpermissions from any other statutory or Governmental authorities whether State or Central, including local bodies and municipalities, required for purposes of commencing construction.
- w) "Amenities" shall mean the various facilities and/or amenities to be provided in the said Project
- vi) "BUILDING CONTRACT" means the construction contract to be executed between Developers with any third party, as the case may be for development of the said Properties.
- vii) "BUILDING CONTRACTOR" means any third party to be employed or appointed by the Developers for undertaking the development of the said Properties
- viii) "BUILDING DRAWINGS" means all approved drawings, working drawings, elevations, , approved by the authorities concerned
  - ix) "COMMENCEMENT DATE" shall mean the date of the execution of this Agreement

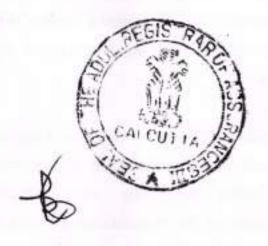


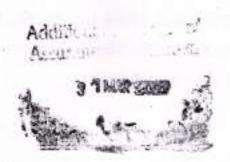
- \*CONDUCTING MEDIA" means pipes, wires, cables, sewers, drains, watercourses, trunking, ducts, conduits and other media for the provision of water, electricity, gas, telecommunications, heating, air-conditioning, ventilation and/or all other services and includes any fixing louvers, cowls and other ancillary apparatus.
- xi) "CONSENTS" shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the development of the Project.
- xii) "COMMON AREAS" shall mean the entrances, exits, hallways, stairways, passageways, lift shafts, drive ways, gardens, park ways , driveways, commonlavatories, generator , generator room and lighting for common spaces, Pump Room, Tube well, over head water tank, pump and motor room and other facilities, water pump, pump house, durwans room and other common parts and portions forming part of the said housing complex to be provided for beneficial use and enjoyment of the various constructed spaces and car parking spaces forming part of the said Project
- xiii) "DEVELOPMENT COSTS" shall mean the aggregate of all costs charges and expenses to be incurred by Developers for undertaking construction erection and completion of the said Project more fully and particularly described in Article VIII of this Agreement.





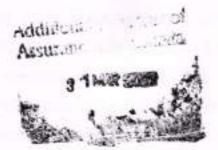
- xiv) "DEVELOPER'S SHARE IN THE REVENUE" shall mean the net revenue which is to come to the share of the Developer in terms of this agreement.
- shall mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or partners and their heirs, legal representatives, executors, administrators and assigns.
- xvi) "ENDUSERS" shall mean such person and/or persons who may acquire a flat and/or constructed space forming part of the said Project.
- \*MATERIAL ADVERSE EFFECT" means circumstances which may or do (i) render any right vested in a party by means of this agreement ineffective of (ii) adverse affect or restrict of frustrate the ability of any part to observe and perform in a timely manner its obligations under this agreement or the legality, validity, binding nature or enforceability of this agreement
- xviii) "MATERIAL BREACH" means a breach of the obligations, terms and conditions of this agreement or covenants by a party, which materially and substantially affects the performance of the transaction by this agreement or has a material adverse affect.
- xix) "FIRST PARTY" shall mean the parties hereto of the FIRST PART and shall include their respective successor and/or successors in office and assigns.





- \*FIRST PARTY'S SHARE IN THE REVENUE shall mean the net revenue which is to come to the share of the First Party in terms of this agreement.
- xxi) "PLAN" shall mean the Plan to be sanctioned by the concerned authorities and shall include all modifications and/or alterations made thereto from time to time and sanctioned by the concerned authorities.
- parcels of land containing by estimation an area of 49 cottahs(more or less)comprised in Dag No.309and 323 J.L. No. 2 R.S. No. 83 Touzi No. 346 appertaining to R.S. Khatian Nos. 2742, 8652, 8653 and 8655 Mouza Behalawhich has since been numbered as Premises No. 142 A, Upendra Nath Banerjee Road, under KMC WARD No. 131 (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written)
- xxiii) "PROFESSIONAL TEAM" shall mean the architects, civil engineer, structural engineers, mechanical and/or electricalengineers, surveyorsand/orsuchotherprofessionalenga gedand/or contracted by Developers from time to time.
- xxiv) "PASS THROUGH CHARGES" means and includes the contribution collectable from the customers towards Stamp Duty, Registration Charges, Association formation Charges, VAT, Goods and Service Tax ("GST"), other Government deposits, taxes and levies, maintenance deposit/ corpus payments to be received from the customers towards advance maintenance charges, association deposit, lease rent, royalties, legal charges, Electricity/Generator Charges and all

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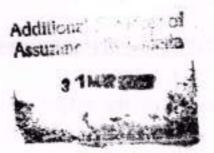
such other similar statutory charges, deposits and fees as also costs which are collected/recovered from the customers and also all the other charges collected from the customers which are for onward transfer to the co-operative society/association and/or any other legal entity or corporate body comprising of purchasers/Transferee/s of the said Project Property /deposit to the concerned Governmental Authority or the association or common organization (if any) of the Purchasers/Transferee/s or with the maintenance agency of the Project, as the case may be. It is clarified that as separate account shall be maintained in the books of account for the Pass through charges.

- \*\*ROOF" shall mean the ultimate roof of the building to be constructed at the said Premises.
- evies and charges, including ad valorem taxes on real Premises, personal Premises taxes and business and occupation taxes imposed by any governmental authority in connection with the development of the said Properties and subsequent operation and maintenance of the same.
- hypothecate, create a security interest in or lien on, place in trust, transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily

## ARTICLE III - INTERPRETATIONS

3.1 Unless there is something in the subject or context inconsistent therewith:





- a) Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended, or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.
- b) The meanings set forth for defined terms in this Agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.
- c) All references in this Agreement to Articles and Annexures are to articles and annexures in or to this Agreement unless otherwise specified therein. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- d) References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.



- e) The headings/captions of the several Articles of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- References to writing include printing, typing, lithography and other means of reproducing words in a visible form.
- g) Reference to days, months and years are to Gregorian days, months and calendar years respectively.

### ARTICLE IV - COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 26day of March 2021 (hereinafter referred to as the COMMENCEMENT DATE)
- 4.2 Unless terminated in the manner in the manner as hereinafter appearing this Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

## ARTICLE V - TITLE

- 5.1 At or before the execution of this Agreement the First Party and each one of them have assured and covenanted with the Developer that the said Property is free from all encumbrances and charges and that they are legally competent to enter into this agreement to the extent of their undivided 6/7th share or interest into or upon the said Property.
- 5.2 That the First Party and each one of them hereby assure and covenant with the Developer that in the event of there being any defect in title it shall be their obligation and responsibility to cure such defect at their own cost and shall keep the Second Party and its partners and each



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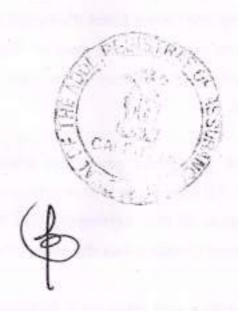
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one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

5.3 The original title deeds in respect of the said Property shall remain deposited with the Second Party who upon completion of the housing project and formation of the Association shall make over the same to the Association of Unit Owners. The First Party and each one of them or any person authorized by them shall be entitled to take inspect of such title deeds upon giving adequate notice to that effect.

### ARTICLE VI - CONDITIONS PRECEDENT

- 6.1 The First Party and each one of them as and by way of 'conditions precedent' at their own cost have agreed:
  - i) To obtain necessary No Objection from the competent authority under the Urban Land (Ceiling & Regulation) Act 1976 ii) To cause the lands forming part of the said property to be leveled (hereinafter referred to as the CONDITIONS PRECEDENT).
- 6.2 The aforesaid conditions precedent shall be performed and completed by the First Party within a period of one year from the date of execution of this agreement and time in this regard is and shall always be treated as the essence of the contract.
- 6.2.1 All costs charges and expenses incurred or required to be incurred shall be paid borne and discharged by the First Party
- 6.3 In the event of the First Party failing to perform the aforesaid conditions precedent or any one of them within the time as hereinbefore recited within the time asforesaid then and in that



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event though not obligated the Second Party shall be entitled to complete the same at the cost of the First Party and the First Party agrees to reimburse the Second Party of the amounts incurred by it together with interest at the rate of 15% per annum compounded annually.

#### ARTICLE VII -GRANT OF DEVELOPMENT RIGHT

- 7.1 For the purpose of giving effect to the said First Development Agreement and in order to enable the Developer to undertake the said Housing Project the First Party and each one of themhave agreed to grant the exclusive right of development in respect of the said Property unto andin favour of the Developer to enable the Developerto undertake development of the said Property by constructing, erecting and completing new building and/or buildings in accordance with theplan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall be entitled to:
  - apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property
  - ii) take such steps as are necessary todivertallpipes, cables or other conducting media in, under or above the Property or any adjoining or neighboring Property andwhich need to be diverted for undertaking the development work
  - iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains



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- iv) serve such notice/notices and enter into such agreement/ agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) Give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respectof development of the said Property andpayall costs, feesand outgoings incidental toorconsequential on, any such notice and indemnify and keep indemnified the First Partyfrom and againstall costs, charges, claims, actions, suits and proceedings.
- vi) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the First Party saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vii) Remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which maybesanctioned by authorities concerned and has agreed to keep the First Party saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.



- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course ofdevelopment.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Property or the development
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and thingsrequired by any statute and comply with the lawful requirementsof all the authorities for the development of the said Property.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned
- xii) make proper provision for security of the said Property during the course of development
- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof.
- xiv) not expose the First Party to any liability and shall regularly and punctually make payment of the fees and/or chargesof the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building.



- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Planand to pay perform and observeall the terms, conditions, covenants and obligations on the partofthe Developer to be paid performed and observed
- xvi) The Developer shall be entitled to create charge and/or lien over and in respect of the said Property and the First Party agrees to render all assistance and undertakes to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the First Party shall in noway beresponsibleand/or liable for repayment of the said loan amount or interest accrued due there on and the Developer has agreed to indemnify and keep the First Party indemnified from and against all costs, charges, claims, actions, suits and proceedings arising therefrom.

# ARTICLE VIIA - TOTAL DEVELOPMENT COSTS

- 7A.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
  - i) The proper costs of obtaining planning permissions in respect of the development (including fees of thearchitects, surveyors or consultants relating thereto)together withplanning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costsinentering into and complying with any agreement or anylegislature of similar nature



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- The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Property or on the First Party or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vi) All proper costs and interests and other financecosts payable
   by the Developer for undertaking development.

# ARTICLE VIII-EFFECT OF THIS AGREEMENT

8.1 The parties have agreed to enter into this Agreement for the purpose of giving effect to the said First Development Agreement and for the purpose of undertaking the a housing project at the said Property in accordance with the plan to be sanctioned by the concerned authorities and to share the net revenue generated in the manner as hereinafter appearing.



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### ARTICLE IX -APPROVED PLANNING

- 9.1 Immediately after the execution of this Agreement or so soon thereafter the First Party shall allow the Developer to enter upon the said Property as its licensee for the purpose of undertaking the development thereof and in connection therewiththe Developer and/or any person authorized by it shall be entitled to and is hereby authorized:
  - to have the lands surveyed
  - ii) to cause the soil to be tested
  - To carry out all preliminary works for the purpose of undertaking development of the said Property.
- 9.2 The Developer shall be entitled to prepare or cause to be prepared a map or plan for being submitted to the authorities concerned for sanction and the said plan will envisage construction of new building and/or buildings substantially for residential purposes but a part or portion of the said project may be for commercial purposes and/or mixed use
- 9.3 Any amount which may be required to be paid for preparation of the said plan including the sanction fee shall be paid borne and discharged by the Developer
- 9.4 The First Party and each one of them agree and undertake to sign and execute all maps, plans, application and other deeds documents and instruments as may be necessary and/or required from time to time for the purpose of sanction of the said Plan and the Developer in the name of the First Party shall be entitled to apply for and obtain all necessary permissions, approvals, consents and/or sanctions as may be necessary and/or required from time to time.



Additional Section of Assurance:

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9.5 The said Plan shall be prepared in a manner ensuring maximum utilisation of the Floor Area Ratio (FAR) and the said Plan shall be prepared by the Architect who may be engaged by the Developer.

### ARTICLE X- DEPOSIT

- 10.1 By and under the said First Development Agreement the Developer had kept in deposit with the Confirming Party a sum of Rs.1,40,00,000/- (Rupees one crore forty lacs only)
- 10.2 In as much as a fresh Development Agreement is being entered into it shall be the obligation of the Confirming Party to refund the said sum of Rs.1,40,00,000/- (Rupees one crore forty lacs only) within a period of three months after the date of execution of this Agreement and time in this regard is and shall always remain as the essence of the contract
- 10.3 Subject to the Confirming Party refunding the said sum of Rs.1,40,00,000/- (Rupees one crore forty lacs only) the First Party has agreed to keep in deposit with each of the First Party a sum of Rs. 18,50,000/- (Rupees eighteen lacs fifty thousand only) thus aggregating a sum of Rs. 1,11,00,000/- (Rupees one crore eleven lacs only) (hereinafter referred to as the DEPOSIT AMOUNT)
  - 10.4 The said Deposit Amount shall be held by the First Partyfree of interest and shall become refundable in the manner as may be mutually agreed.
  - 10.5 The said Security Deposit to be so paid to the First Party shall be adjusted progressively out of the revenue coming to the share of the First party



### ARTICLE XI - LICENSE TO ENTER THE SAID PROPERTY

- 12.1 Immediately after the execution of this Agreement the First Party shall allow the Developer to enter upon the said Property as aLicensee of the First Party for the purpose of undertaking preliminary works such as:
  - i) Carrying out survey of the said Property
  - ii) To have the soil tested
  - To undertake all other preliminary work for the purpose of undertaking development of the said Property
- 12.2 The First Party has agreed to allow the Developer to enter upon the said Property as its licensee only for enabling it to undertake development of the said Property in accordance with the plan which may be sanctioned by the authorities concerned. It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the First Party and Developer hereby confirm that by virtue of the Developer entering upon Property as a licensee the same does not amount to taking up the possession of the said Property. It is expressly agreed and declared that juridical possession of the said Property shall always vest in the First Party until such time the development is completed in all regards.
- 12.3 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained by theDeveloperthe Developer shall –



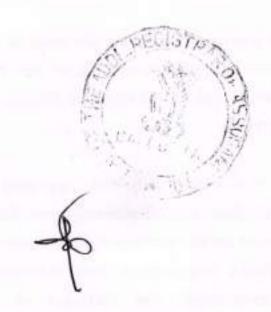
- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materialsas may be recommended by the Architect free from any latent or inherent defect
- iii) Execute and complete the development inaccordancewith theapproved plan and shall obtain allpermissionswhichmay be necessary and/or required and shall comply with the requirements of any statutoryorother competent authority and the provisions of this agreement.

### ARTICLE XIII- DEVELOPMENT

- 13.1 Forthe purpose of development of the saidPropertythe Developer has agreed:
  - To appoint the professional team for undertaking development of the said Property
  - ii) The Developer shall take all necessary action toenforce thedue, proper and prompt performance and dischargeby theother parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of themembers ofits Professional Team and the Developershallitself diligently observe and perform its obligations under the same.

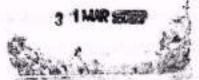


- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, toselection and preparation of all necessary performance specifications and requirements and to design of thenew building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for abuilding freefrom any design defect and fit for thepurposefor which it is to be used,
- v) The Developer shall commence and proceed diligently to execute and complete the development:
  - in a good and workman like manner with goodqualityof materialsof its several kinds free from any latentor inherent defect (whether of design, workmanship or materials)
  - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirementsof any statutory or other competent authority and the provisions of this agreement.
- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.



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# ARTICLE XIV - CONSTRUCTIONAND COMPLETION

- 14.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 5 (Five) years with a grace period of 6 (six months from the date of sanction of the said Plan(hereinafter referred to as the COMPLETION DATE).
- 14.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 14.3 The Developer shall be authorized in thenameofthe First Party in so far as is necessary to apply for and obtain buildingmaterials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and otherinputsand facilities required for the construction or for better useand enjoyment of the new building forwhichpurpose the First Party shall execute in favour of the Developer orits nominee or nominees a General Power of Attorneyasshall be needed and/orrequired by the Developer from time to time.
- 14.4 TheDeveloper shall at itsown costs and expenses and without creating any financial and other liability on the First Partyconstruct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment theretoor modification thereof made or caused to be made by the Developer.



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- 14.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the First Party shall bear no responsibility in this context.
- 14.6 The Developer hereby undertakes to keep the First Party indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in orrelating to the construction of the said new Building and/or buildings.
- 14.7 The Developer hereby undertakes to keep the First Party indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or for any defect therein.
- 14.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligenceorotherwise of theDeveloper or any person appointed by it, the same shall be on account of the Developer and the First Party shall be fully absolved of any liability or claims thereof or therefrom.
- 14.9 The Developer has warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/or water leakage of the said new building within a period of twelve months from the date of completion of thesaid new building then and in that event the Developer at its own cost shall cause the same to be remedied and/or recited at its own cost and shall keep the First Party saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. However small air cracks in the plaster, masonry, doors and windows shall not be construed as defect.





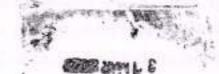
- 14.10 The Developer shall use its commercially reasonable efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedule for such completion approved by the parties
- 14.11 The Developer shall use its commercially reasonable efforts to facilitate the construction and completion of the project in a good and workmanlike manner and or cause the project to be equipped with all necessary and appropriate fixtures, equipments and articles of personal property and shall construct erect and complete the said project in accordance with the plans which may be sanctioned by the concerned authorities.
- 14.12 The Developer has warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/or water leakage of the said new building within a period of twelve months from the date of completion of thesaid new building then and in that event the Developer at its own cost shall cause the same to be remedied and/or recited at its own cost and shall keep the First Party saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. However small air cracks in the plaster, masonary, doors and windows shall not be construed as defect.

#### ARTICLE XV- REVENUE SHARING

15.1 In consideration of the aboveand keep in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed/saleable area forming part of the development shall be sold and transferred by the Developer and the Developer shall be entitled to enter into agreement for sale and transfer in respect of the various flats units apartments constructed spaces and car



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parking spaces forming part of the development in its own name and to receive realize and collect the sale proceeds and other amounts payable by the intending purchasers.

- 15.2 For the purpose of sharing of revenue between the parties in terms of this agreement it has been agreed that out of the gross receipts after adjustment and appropriation of the Pass Through Charges as hereinbefore recited and also a sum equivalent to 2% of the net sale proceeds as and by way of marketing costs, the remaining net proceeds shall be shared amongst the First Party and the Developer in a manner whereby.
  - The First Party shall jointly be entitled to 30% of thenet sale proceeds generated consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the New Building and/or Buildings (hereinafter referred to as the FIRST PARTY' SHARE) to be shared amongst the First Party in terse in equal proportion
  - ii) The Developer shall be entitled to retain for itself the remaining 70% of the net sale proceeds generated consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the New Building and/or Buildings (hereinafter referred to as the DEVELOPER'SSHARE)
- 15.3 In addition to the share of revenue to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of deposits and/or advances on account of municipal rates and taxes, Sinking Fund, Electricity Deposits and other amount and this will not be taken into account for the purpose of determination of net revenue. The aforesaid



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amounts on account of deposits and advances to be retained by the Developer shall be adjusted and appropriated by the Developer against the expenses incurred by the Developer for providing various services to the intending purchasers.

- 15.4 Each of the First Party shall be entitled to appoint their respective authorized representatives for the purpose of receiving their respective share in the revenue payable in terms of this Agreement andeach of such authorized representative shall be entitled to receive realize and collect the share in the revenue coming to the share of the concerned owner and to grant effectual receipts and/or discharges therefore it being expressly made clear that payment of revenue coming to the share of each of the First Party in the manner as aforesaid shall be a complete and valid discharge of the obligation of the Developer to make payment of the revenue coming to the share of each of the First Party.
- 15.5 The said Authorised Representatives shall be entitled to receive realize and collect the share in the revenue coming to the share of the First Party whom they represent and to grant proper and effectual receipts and/or discharges therefore and payment of revenue coming to the share of each of the First Party paid by the Developer to the said authorized representatives shall be a complete and valid discharge of the obligation of the Developer to make payment of the revenue coming to the share of each of the First Party.
- 15.6 The Developer shall maintain the books of accounts and other papers connected with sale and transfer of the development at its office at 8, Camac Street, Room No 908, Shantiniketan Building Kolkata 700017 and the First Party or any person authorised by themshall be entitled to take inspection of such books of accounts and other related papers upon giving prior notice.



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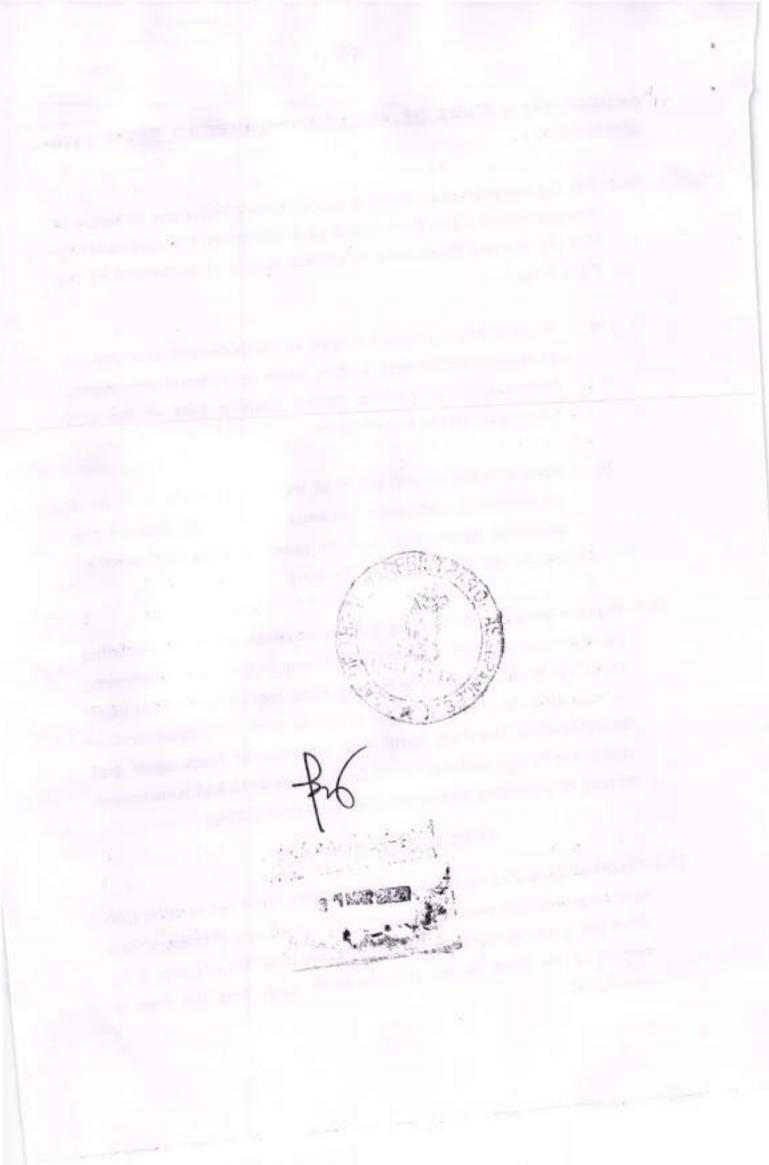
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# ARTICLE XVI - RIGHT OF THE SECOND PARTY TO ENTER INTO

- 16.1 For the purpose of facilitating sale of the development in terms of this agreement it has been agreed by and between the parties hereto that the Second Party shall be entitled to and is authorized by the First Party
  - a) To enter into agreement for sale and transfer and/or alienation in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the said housing project in its own name
  - b) To receive realize and collect in its own name the amount of consideration and other amounts payable by each of the intending purchasers and to grant proper and effectual receipts and/or discharges therefore
- 16.2 For the purpose of entering into agreements with the intending purchasers, the First Party will not be required to be a Confirming Party but in the event of the Second Party requiring the First Party or any one of them to be a party to any agreement and/or understanding the First Party and each one of them agree and undertake to sign and execute all deeds documents and instruments as may be necessary and/or required from time to time

## ARTICLE XVII - BUY BACK

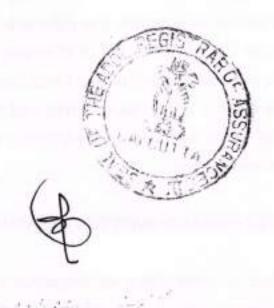
17.1 The First Party and each one of them hereby agree not to enter into any agreement for sale and transfer nor create any interest of any third party into or upon its right title interest in the property or in respect of its share in the revenue until such time the Plan is sanctioned.



- 17.2 After the plan is sanctioned in the event of the First Party or any one of them intending to sell transfer and/or alienate its right title interest in the property or its share in the revenue in terms of this agreement it shall be obligation on the First Party or any one of them (hereinafter referred to as the OFFERING PARTY) to give its offer in writing (hereinafter referred to as the OFFER NOTICE) and if within a period of 90 days from the date of receipt of such offer notice the Second Party shall exercise the option of acquiring the right title interest of the offering party then and in that event a concluded contract shall be deemed to have come into existence and the Offering Party shall be bound to sell and transfer its right title interest in the property and/or its share in the revenue in terms of the said Offer Notice to the Second Party or its nominee and/or nominees and to none else
- 17.3 it is hereby expressly agree that in the event of the Second Party exercising the option of acquiring the right title interest of the First Party in terms of the said Offer Notice if for any reason the Offering Party failing to sell and transfer its right title interest in the property or the revenue coming to its share in terms of the said Offer Notice then and in that event the share of the Offering Party in the revenue shall stand reduced by 5%.

#### ARTICLE XVIII - AMALGAMATION - ADDITIONAL LANDS

18.1 For the purpose of undertaking an integrated housing project and also for the purpose of generating maximum revenue the Developer is in the process of acquiring certain additional lands contiguous to the said property (hereinafter referred to as the ADDITIONAL LANDS)





- 18.2 In the event of the said Additional Lands being acquired and the Developer adding the said additional lands to form part of the said housing project the right of the First Party in the net revenue will remain restricted to the flats units apartments forming part of the development of the said Property and the First Partyshall no right or claim in the revenue accrued consequent to sale and transfer of the flats apartments units and car parking spaces constructed on the said additional lands.
- 18.3 It is hereby made expressly clear and for the purpose of illustration it has been agreed that in the event of the Developer acquiring the said Additional Lands and causing the same to be amalgamated with the said Property, the right of the First Party and each one of them in the revenue shall remain restricted to the FAR available for the said Property and the First Party nor any one of them shall be entitled to have any claim in respect of the area and/or FAR available for the said Additional Lands IT BEING MADE EXPRESSLY CLEAR that the right of the First Party and each one of them in the FAR shall remain proportionate to their respective share in the amalgamated lands

#### ARTICLE XIX-REPRESENTATIVES

- 19.1 APPOINTMENT OF FIRST PARTY'S REPRESENTATIVE
- 19.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Suraj Ratan Mundhra shall be deemed to be the authorised representative for and on behalf of the First Party for the following purposes:
  - the giving and receiving of all notices, statements and information required in accordance with this agreement.



- performance and responsibilities of the First Party in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

#### 19.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

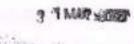
- 19.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Sushil Kumar Agarwal shall be deemed to be the authorised representative of the Developer for the following purposes:
  - i) the giving and receiving of all notices, statements and information required in accordance with this agreement
  - performance and responsibilities of the Developer in connection with the Development.
  - iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.
  - 19.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the parties to whom such authorized representative belongs.

#### ARTICLE XX - FORCE MAJEURE-EXCLUSABLE DELAYS

20.1 The Developersshall not be regarded in breach of anyof the terms and conditions herein contained and on thepart oftheDevelopers to



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be performed and observed ifitis prevented by any of the conditions herein below:

- i) Fire
- ii) Natural calamity
- iii) Tempest
- iv) Local problem and/or local disturbance.
- Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- vi) All other unavoidable circumstances beyond control oftheDeveloper.

#### ARTICLE XXI - FIRST PARTY OBLIGATIONS/INDEMNITY

#### 21.1 The First Party have agreed:

- To co-operate with the Developer in all respect for development of the said Property in terms of thisagreement
- To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/orrequired to enable the Developer to undertake construction of theNew Building and/or Buildings in accordance with the said Plan
- iv) TheFirst Party will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
  - a) Obtain sanction of the plan
  - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities



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- c) To appoint Architect, Engineers, Contractors and other Agents
- d) Do all acts deeds and things for the purpose of giving effect to this agreement
- e) To execute the Deed of conveyance in respect of the undivided proportionate share in theland attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces! T IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall be entitled to sign and execute such Deed of Conveyance and/or conveyances as the case may beit being made expressly clear that the Developer shall not foist any liability on the First Party on the strength of such power of attorney and shall keep the First Party saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

#### ARTICLE XXII- NO CANCELLATION

22.1 None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default on the part of any of the parties (hereinafter referred to as the DEFAULTING PARTY) the other party and/or parties shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

#### ARTICLE XXIII-COVENANTS

23.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and to sell and transfer the



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various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other

- 23.2 As and by way of negative covenants the First Party has agreed that during the subsistence of this Agreement the First Party shall
  - Not sell transfer alienate and/or further encumber the said Property
  - Not to create interest of any other third party into or upon the said Property
  - Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Property
  - iv) To do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation of these presents.

#### ARTICLE XXIV-BORROWING - INDEMNITY

- 24.1 The Developer shall be entitled to apply for and obtain construction loan from any Bank and/or Financial Institution and/or from any other person and/or persons as the Developer may deem fit and proper and to create an equitable charge and/or mortgage over and in respect of the said Property
- 24.2 The First Party and each one of them agree and undertake to sign and execute all deeds documents applications and papers as may be necessary and/or required IT BEING EXPRESSLY made clear that the Developer alone shall be responsible for repayment of the loan amount together with interest accrued due thereon and shall keep the First Party and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.





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24.3 The First Party has represented that the Original Title Deed in respect of the said Property being the Indenture dated 19th April 1974 has been lost and/or misplaced and/or cannot be found and the First Party has further assured the Developer that it has not deposited the said title deeds with any Bank and/or Financial Institution and/or with any other person and it is a treaty of this agreement that in the event of the Developer being exposed to any liability consequent to non production of the original title deeds then and in that event the First Party shall be liable and has agreed to keep the Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

#### ARTICLE XXV - MISCELLANEOUS

- 25.1 RELATIONSHIP OF THE PARTIES The First Party and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the First Party and Developer or be construed as a Joint Venture between the First Party and Developer or constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the Property and shall bear its own losses and retain its profits separately.
- 25.2 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail.



Additional Assurant

- 25.3 NONWAIVER any delay tolerated and/or indulgenceshown byeither party in enforcing the termsandconditions hereinmentionedorany tolerance shownshallnotbe treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
  - 25.4 ENTIRE AGREEMENT this agreement supersedes alldocument and/or writing and/or correspondence exchanged between the partieshereto till the date of execution of this agreement. Any addition alteration oramendmentto any of the terms mentioned herein shall not be capableof beingenforced by any of the parties unless thesameis recorded in writing and signed by both the parties.
  - 25.5 COSTS-each party shall pay and bear its owncostin respectof their respective advocates and/orsolicitor's feesand the registration charges towards thisagreementary supplementary agreement, power of Attorney etc shall be paid borne and discharged by the Developer.
  - 25.6 NOTICES: Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address setout in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (ofif given by registered post with acknowledgement due) two days after posting and in proving the same itshallbe sufficienttoshow, in the case of aletter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefaxwas duly dispatched to a current telefax number of the addressee.



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For the purpose of notices and other communications the email address of the First Party shall be: legal@arcl.in

For the purpose of notices and other communications the email address of the Second Party/ Developer shall be: skdjgroup@skdj.co.in

- 25.7 No remedy conferred by any of the provision softh is Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of anyone or more of such remedies by any one of the parties here to shall not constitute a waiver by such party of the right to pursue any other available remedy
- 25.8 Time shall be the essence as regards the provisions of this agreement, both as regards the time and periodmentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them
- 25.9 If any provision of this Agreement orpartthereofis renderedvoid, illegal or unenforceable inanyrespect underany law, the validity, legality andenforceability of the remaining provisions shall not in any waybeaffected or impaired thereby.
- 25.10Save as hereinbefore provided, termination of this agreementforany cause shall not release apartyfromany liabilitywhichat the time of terminationhasalreadyaccrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.



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- 25.11Allmunicipal rates taxes and otheroutgoingsincluding Khazana (hereinasterreferred to as the RATES & TAXES) payableinrespectof the said Property upto the date of sanction of the Plan shallbe paid borne and dischargedbythe First Partyandthereasterthe same will bepaidborneanddischarged by the Developer.
- 25.12The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signedby the parties hereto
- 25.13This agreement shall be binding on thepartieshereto and their respective successors and assigns
- 25.14In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreementshall prevailandaccordingly the parties shallexerciseall voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 25.15Nothing contained in this agreement shall be deemed to constitute a partnership between the partiesheretonor shall constitute any party the agent of the other for any purpose
- 25.16Each party shall co-operate with the others and execute anddelivertothe others suchotherinstruments and documents and take such other actions as may be reasonablyrequested from time to time in order to carryout, evidence and confirm their rights and the intended purpose of this Agreement.

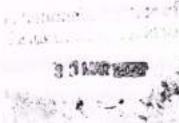




#### ARTICLE XXVI- ARBITRATION

- 26.1 All disputes and differences between the parties hereto in any way touching or concerning these presents or the construction and interpretation of any of the terms and conditions herein contained shall be referred to arbitration in accordance with the provisions of the Arbitration & conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof the First Party shall jointly be entitled to nominate and appoint one Arbitrator and the Developer shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to nominate and appoint the third and/or presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force
- 26.2 The parties shall assist and co-operate with the Arbitrator in all regards with the intent and object that the Arbitrator shall be in a position to make and publish his Award within a time bound schedule and preferably within a period of four months from the date of entering upon the reference
- 26.3 Courts at Kolkataalone shall have jurisdiction to entertaintry and determine all actions suits and proceedings arising out of these presents between the parties hereto.





#### THE FIRST SCHEDULE ABOVE REFERRED TO (LARGER PROPERTY)

ALL THAT the various pieces and parcels of Sali land containing by estimation an area of 1.01 acres (equivalent to 61.2 cottahs of land) (be the same a little more or less) comprised in Dag No.309, 322 and 323 J.L. No. 2 R.S. No. 83 Touzi No. 346 appertaining to Khatian Nos. 1889 & 2743 subsequently R.S. Khatian Nos. 2743, 8652, 8653 and 8655 Mouza Behala.

#### THE SECOND SCHEDULE ABOVE REFERRED TO (PROPERTY)

ALL THAT the various pieces and parcels of Vastu/BahutalAbason land containing by estimation an area of 49 cottahs of land (be the same a little more or less) comprised in Dag No.309 and 323 J.L. No. 2 R.S. Dag No. 83 Touzi No. 346 appertaining to R.S. Khatian Nos. 2743 and 8653 Mouza Behala being Municipal Premises no. 142 A Upendra Nath Banerjee Road, Behala, Kolkata shown in the map or plan annexed hereto and bordered in red therein and butted and bounded as follows:

IN THE NORTH: KMC Road

IN THE SOUTH: Akshara Niloy Multi-Storied Building

IN THE EAST: Upendra Nath Banerjee Road

IN THE WEST: Akshara Niloy Multi-Storied Building





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IN WITNESS WHEREOF the parties hereto have hereuntosetand subscribedtheir respective hands and seals the day monthand year first above written

#### SIGNED AND DELIVERED BY

THE FIRST PARTY at Kolkata

in the presence of:

WIDE RANGE MERCHANTS PRIVATE LIMITED Switch of the Direct

YDONEX CHEMICALS PRIVATE LIMITED

For ARCL Petrochemicals Ltd.

gumanto Sarkan

Director

NOCNEX CHEMICALS PRIVATE LÍMITED

Arridam Majunda P19 Gariahat Road, Colketi - 700029

ALLIED MARITIME & INFRA ENGINEERING PVT. LTD.

OCILIN ADVISORY SERVICES PRIVATE LIMITED

lijaga be Salor : Sumante Sankan

SIGNED AND DELIVERED BY

THE CONFIRMING PARTY

at Kolkata in the presence of:

THE DEVELOPER at Kolkata

in the presence of;

ADVOCATE HIGH COURT

CALCUTTA

Enrolment No.1160/2003

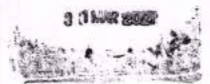
For ARCL Organics Ltd.

SKDJ PARNASHREE HOME LLP

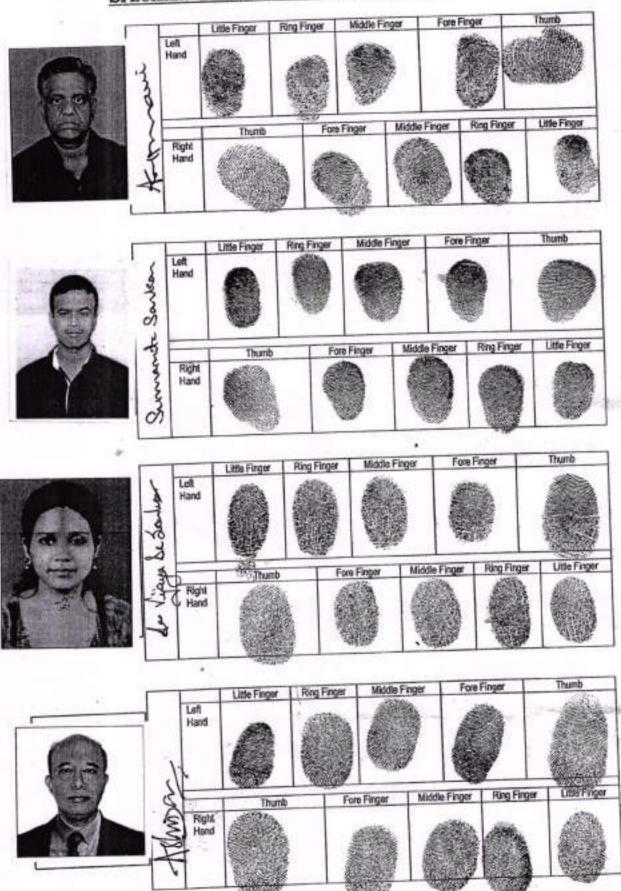




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### SPECIMEN FORM FOR TEN FINGERPRINTS



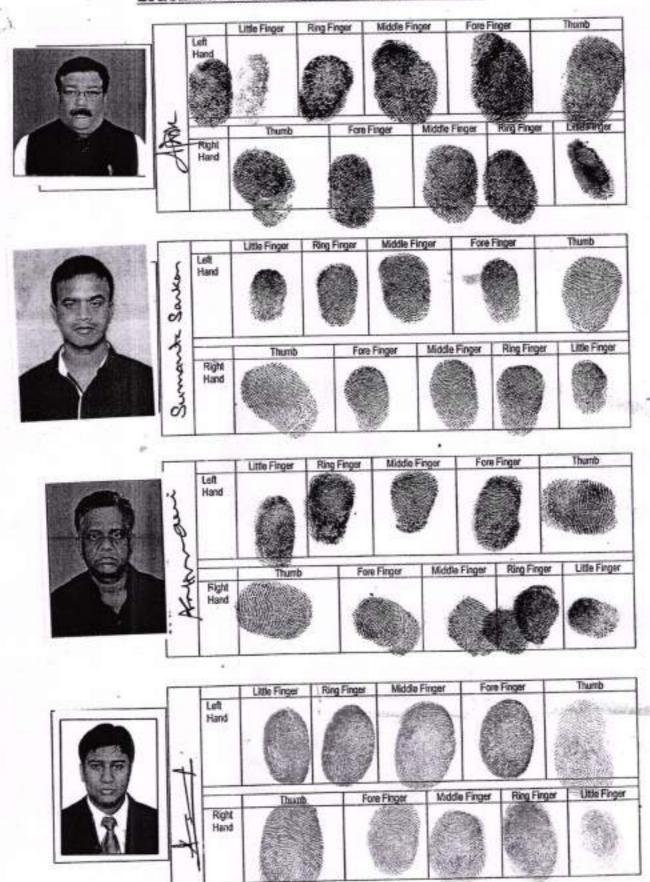




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## Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

**GRN Details** 

**GRN Date:** 

GRN:

192020210251161438

30/03/2021 09:54:44

BRN:

8478400626423

Gateway Ref ID:

5053813918

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Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway

BRN Date:

30/03/2021 09:03:57

Method:

Punjab National Bank - Retail

and Corporate NB

Payment Status:

Successful

Payment Ref. No:

2000667446/7/2021

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

SKDJ Parnashree Home LLP

Address:

8 Camac Street

Mobile:

9831547499

Contact No:

09831547499

Depositor Status:

Buyer/Claimants

Query No:

2000667446

Applicant's Name:

Org Gaggar And Co LLp

Identification No:

2000667446/7/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 7

Pavn	 	 

SI. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000667446/7/2021	Property Registration- Stamp duty	0030-02-103-003-02	74970
2	2000667446/7/2021	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

74991

IN WORDS:

SEVENTY FOUR THOUSAND NINE HUNDRED NINETY ONE ONLY.





SKDJ PARNASHREE HOME LLP

Designated Partner





# भारत सरकार Unique Identification Authority of India Government of India

Enrollment No.: 1325/13522/38263

Sushil Kumar Agerwal S/O: Indra Cliand Gupta 464 S N ROY ROAD PS NEW ALIPORE Sahapur Sahapur Circus Avenue Kolkata West Bengal 700038 9831547459

MD283769531FH



आपका आधार क्रमांक / Your Aadhaar No. :

4599 3034 9914

मेरा आधार, मेरी पहचान



Government of India



Sushil Kumar Agarwal DOB: 14/10/1987 Male



4599 3034 9914

मेरा आधार, मेरी पहचान

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14/10/1967
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AGOPA1323C

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# आयकर विभाग INCOME TAX DEPARTMENT



# भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AADCA4566H

नाम / Name
ALLIED MARITIME & INFRA ENGINEERING PRIVATE
LIMITED

निगमन/गठन की तारीख Date of Incorporation / Formation 19/10/2001 9052018

ALLIED MARITIME & IMFRA ENGINEERING PVT. LTD.

Libys De Solly

Director

# आयकर विभाग INCOME TAX DEPARTMENT



# भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AAHCM0206E

नाम / Name OCLIM ADVISORY SERVICES PRIVATE LIMITED



11012019

निगमन/गठन की तारीख Date of Incorporation/Formation 14/06/2007

OCILIM ADVISORY SERVICES PRIVATE LIMITED

Sumande Sankan Director

# आयकर विभाग INCOME TAX DEPARTMENT



# भारत सरकार GOVT OF INDIA

ई-स्थायी लेखा संख्या फाडें e - Permanent Account Number (e-PAN) Card AABCY0818J

Tal Final / Acknowledgement Number

YOCNEX CHEMICALS PRIVATE LIMITED

Bring / yet 41 abus 18/01/2019

Date of incorporation / Formation

YOCNEX CHEMICALS PRIVATE LIMITED

C2 54/127, BUDGE BUDGE TR UNK ROAD, P.O. GOBINDAPUR, P.S. MAHE
SHTALA KOLKATA, KOLKATA WEST BENGAL - 700141.

Signature valid
Date of processing stress of the process of the proces

- Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information exc. relating to a taxpayer, easif electronic distributed in the payment of the tax arreary and tax arreary arreary and tax arreary arreary and tax arreary arrea
- Quaring of PAN is now mandatory for several transactions specified under Income Tex Act, 1961 (Refer Rule 114B of Income Tex Rules, 1962) आवक्त अधिनियम, 1961 के तक्ष्म निर्देश के लिए त्याची लेखा संक्ष्म (चैन) का उद्धेश अन अनिवार्ष है (आयका नियम, 1962 के निवार 114B, वर संदर्भ लें)
- Possessing or using more than one PAN is against the law & may attract penulty of opto Rs. 10,000.
   एक में अधिक प्रकारी लेखा तंत्रवा (पैन) का रखना या उन्होंन करना, कानुन के विषद्ध है और इसके लिए, 10,000 रुपने तक का दंद उन्होंग्य जा सकता है।
- The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App or Google Play Store is "Enhanced QR Code Reader for PAN Card. रांच्य के बाई में एक्टमा क्यूजार कोड जानित है जो एक विशिष्ट चंड्रीइट मीमाइल एव प्राय पानीय है। Google Play Store पर इस निर्मिष्ट मोमाइल ऐस को स्वोजने के लिए स्टिक्ट "Enhanced QR Code Reader for PAN Card" है।



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YOCNEX CHEMICALS PRIVATE AIMITED

Director

# आयकर विभाग





# मारत सरकार GOVT. OF INDIA

ई- स्थायी लेखा संख्या काई e - Permanent Account Number (e-PAN) Card AAGCN3474L

पायती संख्या /

Acknowledgement Number

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-IR / Name

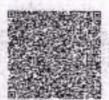
NOCNEX CHEMICALS PRIVATE LIMITED

निगमन/गठन की तारीख Date of Incorporation / Formation

04/01/2019

संचार का क्या / Comm. Address

NOCNEX CHEMICALS, PRIVATE LIMITED C2-54/127, BUDGE BUDGE TR UNK ROAD, P.O. GOBINDAPUR, P.S-MAHE SHTALA KOLKATA, KOLKATA WEST BENGAL - 700141



Signature valid

- Permanent Account Number (PAN) facilitate Income Tay Department Inding of various documents, including preparent of taxes, assessment, tax dewandter arrews, reaching of information and every maintenance & respect of electronic information etc. relating to a targetyer. उनारी लेखा संस्था (पेर) एक परस्का में संबंधित विकास करायेना कर बोहर में आपका विकास की है, जिसमें करों के पुरासन, आवश्यक, का मांग, टेक्स बकाया, सुवस के निक्तान और इन्स्स्ट्रेनिक प्रानकारी के आधान सक्राकात प स्थानी आदि मी शामिल है ।
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- Preservating or using priorie than one PAN is against the law & may autual penalty of upon Rs. 10,000. एक से अधिक क्यांची तथा एएका (पेट) को पहला वा उपयोग करना, करना के दिख्यू है और इसके लिए 10,000 प्रकृत तथा कर से
- The PAN Card enclosed contains Foliasced QR Code which is readable by a specific Android Mobile App, Keyword to search this specific Mobile Appete Georgie Play Store is "Exhanced OR Code Render for PAN Cord. सारत के काई में एक्ट्राक स्पृत्रक कोड़ आदिल है जो एक विकार पंडिड़ कारकल के द्वारा पड़की है। Google Play Store स इस बिरिट पंडिड़क के को एक विकार "Enhanced QR Gode Reader for PAN Cord" Rt

आयकर विभाग INCOME TAX DEFARIMENT



नारत सरकार GOVT OF INDIA

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भारत सरकार GOVT. OF INDIA

WIDE RANGE MERCHANTS
PVT LTD

21/09/1995
Permanent Account Number
AAACW5117B

Signature

WIDE RANGE MERCHANTS PRIVATE LIMITED

Director



SOVERHMENT OF INDIA

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Address: C/O Subolch Sarkov, 56, BHATTANAGAR, TRPURA ROAD, Bally Municipality, Bhattanagar, Haora, West Bengal, 711203

- Name and Address

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For ARCL Organics Ltd.

Director

SEANS FAME / COLOR BRID (No. 10) / SEAN

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Aromani

आयकर विमाग

INCOMETAX DEPARTMENT VIJAYA LAXMI DE SARKAR RATAN CHAND SURANA

04/10/1984

Pergrapent Assount Number

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Signatura.

नारत सरकार GOVT OF INDIA





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In case this card is lost / found, kindly inform / return to a function Tax PAN Services Unit, UTITSL Plot No. 3, Sector 11, CRD Belapur, Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सृचित करें/लोटाएं : आयकर पैन सेवा यूनीट, UTITISE प्लाट नं: ३, संकटर १५ , सी.बी.डी.बेलाप्र, नवी मुंबई-४०० ६५%

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আধার – সাধারণ মানুষের অধিকার



Falter: PATAN CHANDARI SURABA

3851 2140 2061

আধার – সাধারণ মানুধের অধিকার

To a series

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### ভখ্য

- ভ আধার পরিচরের প্রমাণ, নাগরিকছের প্রমাণ নয়।
- ॥ পরিচবের প্রমাপ অবলাইন প্রমাশীকরণ দারা দাভ कक्रन ।

### INFORMATION

- · Aadhasir is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- काश्रात माता (पत्त माना ।
- আধার ভবিব্যতে সরকারী ও বেদরকারী পরিবেব। প্রাম্ভির সহায়ক হবে।
- Andhaar is valid throughout the country,
- Aadhaar will be helpful in availing Government. and Non-Government services in future.



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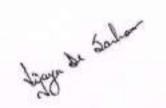
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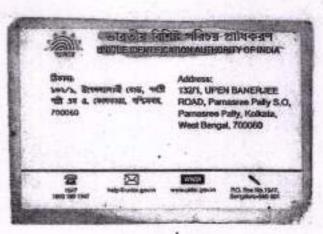






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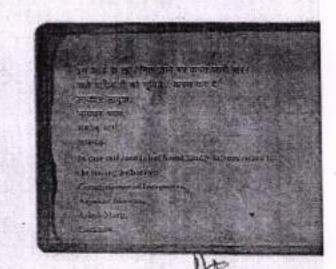


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April April



जायकर विमाग

INCOME TAX DEPARTMENT ASHIM KUMAR DAS

PRIVALAL DAS

04/10/1962

AEVPD2801F

भारत सरकार GOVT OF INDIA





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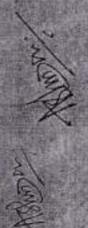
GOVERNMENT OF THE PARTY.

Ashim Kumar Das Date of Birth/DOB: 04/10/1962 Male/ MALE



8767 8028 6632

मेरा आधार, मेरी पहचान





# भाउतीय विकास महतान प्राधिकरण

RASHMANI GARDEN LANE, Tangra. S/O Priyalal Das, 7/H/10, RANI Address:

West Bengal - 700015 Kolkata.

8767 8028 6632

(4) 1900 0081

helpsyudai.gov.m www.uldai.gov.m P.O. Box No.1947.

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ରାଉଟ ସନ୍ତକାର Government of India

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ଭାରତୀୟ ବିଶିଷ ପରିବୟ ବହୁପଞ୍ଚ Unique Identification Authority of India

Sod: Scolica, tides, eye tides Address: remagadia, Adia, 1864, 756114 Bhedrak, Adia, Odisha, 756114

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### Major Information of the Deed

Deed No : I-1903-04387/2021		Date of Registration 21/04/2021			
Query No / Year	1903-2000667446/2021	Office where deed is registered			
Query Date	25/03/2021 8:11:44 PM	1903-2000667446/2021			
Applicant Name, Address & Other Details	Gaggar And Co LLp 6, Old Post Office Street, Thana 700001, Mobile No.: 842098709	na : Hare Street, District : Kolkata, WEST BENGAL, PIN - 7093, Status :Advocate			
Transaction		Additional Transaction	THE RESERVE OF THE PERSON NAMED IN		
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree			
Set Forth value	A CONTRACTOR OF THE PARTY OF TH	Market Value			
Rs. 2/-		Rs. 7,62,17,574/-			
Stampduty Paid(SD)	<b>建设是是的</b> 加入的主体型的基础	Registration Fee Paid			
Rs. 75,070/- (Article:48(g))		Rs. 101/- (Article:E, E)			
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban		

### Land Details:

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Upendra Nath Banerjee Road, Road Zone: (Khudiram Bose Sarani – end of the road), , Premises No: 142A, , Ward No: 131 Pin Code: 700060

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	WINDOWS CONTRACTOR OF THE PARTY	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		49 Katha	1/-	7,54,46,274/-	Property is on Road
	Grand	Total:			80.85Dec	1 /-	754,46,274 /-	

### Structure Details:

Sch No	Structure . Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2571.42 Sq Ft.	1/-	7,71,300/-	Structure Type: Structure
	The second control of the second				or, Age of Structure: 0Year, Roof Type

### Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	Wide Range Merchants Pvt Ltd C2054/127 Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxx7B,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

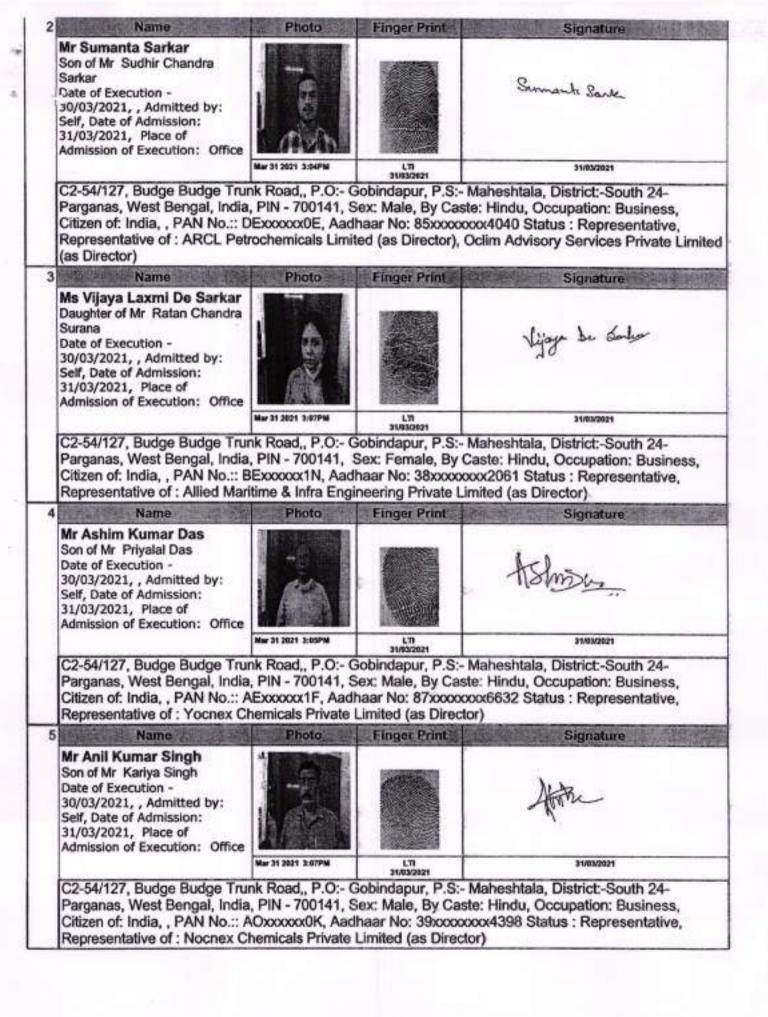
**ARCL Petrochemicals Limited** C2-54/127, Budge Budge Trunk Road., P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxx7E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative Allied Maritime & Infra Engineering Private Limited C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxx6H, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative Yocnex Chemicals Private Limited C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxxx8J, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative Nocnex Chemicals Private Limited C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxx4L, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative Oclim Advisory Services Private Limited C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxx6E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative **ARCL Organics Limited** C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, PAN No.:: AAxxxxxx1P, Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative

### Developer Details :

SI No	The Market Photograph And Account Const. The Const.
	SKDJ Parnashree Home LLP  8, Camac Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, PAN No.:: ADxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

### Representative Details:

Name	Photo	Finger Print	Signature
Mr Ajay Kumar Mimani Son of Late Shree Kishan Mimani Date of Execution - 10/03/2021, Admitted by: 10/03/2021, Place of Mimani Mi		Tin .	Agymani
	Mar 31 2021 3:06PM	LTI 31/03/2021	31/93/2021



Mr Sushil Kumar Agarwal
(Presentant )
Son of Mr Indra Chand Gupta
Oate of Execution 30/03/2021, Admitted by:
Self, Date of Admission:
31/03/2021, Place of
Admission of Execution: Office

Mar 31 2021 3:03PM
LTITLE

Signature

Signature

8, Camac Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxxx3C, Aadhaar No: 45xxxxxxxx9914 Status: Representative, Representative of: SKDJ Parnashree Home LLP (as Partner)

Name Name	Photo	Einger Print	Signature
Mr Ajay Kumar Mimani Son of Late Kishan Mimani Date of Execution - 30/03/2021, , Admitted by: Self, Date of Admission: 31/03/2021, Place of Admission of Execution: Office			Arymani
	Nar 31 2021 3:00PM	LTI 31/03/2021	21/03/2021

C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx9N,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: ARCL Organics Limited

Name	Photo	Finger Print	Signature
Subhas Chandra Das Son of Late P Das Vill - Nimagadia, P.O:- Adia, P.S:- BONTH, District:-Bhadrak, Orissa, India, PIN - 756114			(Grown cerom)
	31/03/2021	31/03/2021	31/03/2021

Identifier Of Mr Ajay Kumar Mimani, Mr Sumanta Sarkar, Ms Vijaya Laxmi De Sarkar, Mr Ashim Kumar Das, Mr Anil Kumar Singh, Mr Sushil Kumar Agarwal, Mr Ajay Kumar Mimani

Transf	er of property for L1	
SI.No	From	To. with area (Name-Area)
1	Wide Range Merchants Pvt Ltd	SKDJ Parnashree Home LLP-13.475 Dec
2 ARCL Petrochemicals Limited		SKDJ Parnashree Home LLP-13.475 Dec
3 Allied Maritime & Infra Engineering Private Limited		SKDJ Parnashree Home LLP-13.475 Dec
4	Yocnex Chemicals Private Limited	SKDJ Parnashree Home LLP-13.475 Dec
5	Nocnex Chemicals Private Limited	SKDJ Parnashree Home LLP-13.475 Dec
6	Oclim Advisory Services Private Limited	SKDJ Pamashree Home LLP-13.475 Dec
Trans	fer of property for S1	到3000000000000000000000000000000000000
SI.No	From	To. with area (Name-Area)
1	Wide Range Merchants Pvt Ltd	SKDJ Parnashree Home LLP-428.57000000 Sq Ft
2	ARCL Petrochemicals Limited	SKDJ Pamashree Home LLP-428.57000000 Sq Ft
3	Allied Maritime & Infra Engineering Private Limited	SKDJ Pamashree Home LLP-428.57000000 Sq Ft
4	Yocnex Chemicals Private Limited	SKDJ Parnashree Home LLP-428.57000000 Sq Ft
5	Nocnex Chemicals Private Limited	SKDJ Parnashree Home LLP-428.57000000 Sq Ft
6	Oclim Advisory Services Private Limited	SKDJ Parnashree Home LLP-428.57000000 Sq Ft

### On 31-03-2021

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

Pres\_inted for registration at 14:41 hrs on 31-03-2021, at the Office of the A.R.A. - III KOLKATA by Mr Sushil Kumar Agarwal ...

### 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 7,62,17,574/-

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

Execution is admitted on 31-03-2021 by Mr Sumanta Sarkar, Director, ARCL Petrochemicals Limited, C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN -700141; Director, Oclim Advisory Services Private Limited, C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141

Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak, ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

Execution is admitted on 31-03-2021 by Ms Vijaya Laxmi De Sarkar, Director, Allied Maritime & Infra Engineering Private Limited, C2-54/127, Budge Budge Trunk Road,, P.O.- Gobindapur, P.S.- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141

Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak, ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

Execution is admitted on 31-03-2021 by Mr Ashim Kumar Das, Director, Yocnex Chemicals Private Limited, C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141

Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak, ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

Execution is admitted on 31-03-2021 by Mr Anil Kumar Singh, Director, Nocnex Chemicals Private Limited, C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141

Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak, ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

Execution is admitted on 31-03-2021 by Mr Sushil Kumar Agarwal, Partner, SKDJ Parnashree Home LLP, 8, Carnac Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak.

ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

Execution is admitted on 31-03-2021 by Mr Ajay Kumar Mimani, Director, ARCL Organics Limited, C2-54/127, Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141

Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak, ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

Execution is admitted on 31-03-2021 by Mr Ajay Kumar Mimani, Director, Wide Range Merchants Pvt Ltd, C2054/127 Budge Budge Trunk Road,, P.O:- Gobindapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141

Indetified by Subhas Chandra Das, , , Son of Late P Das, Vill - Nimagadia, P.O: Adia, Thana: BONTH, , Bhadrak, ORISSA, India, PIN - 756114, by caste Hindu, by profession Others

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/-,I = Rs 55/-,M(a) = Rs 21/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2021 9:59AM with Govt. Ref. No: 192020210251161438 on 30-03-2021, Amount Rs: 21/-, Bank: SBI-EPay (SBIePay), Ref. No. 8478400626423 on 30-03-2021, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,970/ Description of Stamp

1. Stemp: Type: Impressed, Serial no 71287, Amount: Rs.100/-, Date of Purchase: 01/10/2020, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2021 9:59AM with Govt. Ref. No: 192020210251161438 on 30-03-2021, Amount Rs: 74,970/-, Bank: SBI EPay (SBIePay), Ref. No. 8478400626423 on 30-03-2021, Head of Account 0030-02-103-003-02

Smade

Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA

Kolkata, West Bengal

On 21-04-2021

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.

Ina.

Probir Kumar Golder

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1903-2021, Page from 201651 to 201740 being No 190304387 for the year 2021.



Aman.

Digitally signed by PROBIR KUMAR GOLDER

Date: 2021.05.05 17:35:20 +05:30 Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/05/05 05:35:20 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)



### BETWEEN

WIDE RANGE MERCHANTS PVT LTD

....FIRST PARTY

AND

ARCL ORGANICS LIMITED

....CONFIRMING PARTY

AND

SKDJ PARNASHREE HOME LLP

...DEVELOPER

# JOINT VENTURE AGREEMENT

GAGGAR & CO. LLP SOLICITOR & ADVOCATE 6,OLD POST OFFICE STREET KOLKATA 700001