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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AG 677448

*Handwritten notes:*  
21/9/2021  
25/8/2022

**A.R.A IV**

Certified that the Document is admitted to Registration. The fee has been paid and the endorsement given on the back of this document on the part of this Registrar.

Additional Registrar  
of Assurances-IV, Kolkata

Additional Registrar of  
Assurances-IV, Kolkata

8 FEB 2022

**AGREEMENT**

THIS AGREEMENT made this 25<sup>th</sup> day of January, TWO THOUSAND AND TWENTY TWO

BETWEEN

Visit Case No. 460 25.01.22  
 J(1)- 250  
 J(2)- 250  
 Total 500  
 Realised on.....

ARA-IV  
Kolkata

(1) **PADRONE MARKETING PVT LTD (PAN: AABCP7082K) (CIN No. U51909WB1995PTC069531)**, a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 23, Sarat Bose Road, Annapurna Building, 3rd Floor, Room No.3A, Police Station- Bhowanipore Post Office - Lala Lajpat Rai Sarani and represented by its Director Mr. Ajay Gaggar (**PAN ADVPG1043M**) [Aadhar No. 650169746354] [Mobile No. 9831010767], son of Shri Ratan Lal Gaggar working for gain at No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 P.S. Hare Street P.O. GPO in pursuance of a Resolution of the Board of Directors dated 29<sup>th</sup> June, 2021 (2) **RATAN LAL GAGGAR (PAN ADVPG9976H)** [Aadhar No.862466707341] [Mobile No. 9830008287]son of Late Onkar Mal Gaggar, residing at No. 11 Sarat Bose Road, P.S. Bhowanipore, Post Office - Lala Lajpat Rai Sarani Kolkata 700 020,(3) **BHAGWATI DEVI GAGGAR (PAN ADVPG2154M)** [Aadhar No. 631334523817] [Mobile o. 9674321564] wife of Ratan Lal Gaggar, residing at No. 11 Sarat Bose Road, P.S. Bhowanipore, Post Office - Lala Lajpat Rai Sarani Kolkata 700 020 and (4) **RAJSHREE GAGGAR (PAN AAHPR8984M)** [Aadhar No, 906780917845] [Mobile No. 9830149901]wife of Ajay Gaggar, residing at No. 11 Sarat Bose Road, P.S. Bhowanipore, Post Office - Lala Lajpat Rai Sarani Kolkata 700 020 hereinafter collectively referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators legal representatives and/or assign) of the **FIRST PART**;

AND

PS GROUP REALTY PRIVATE LIMITED, (CIN No. B.D.C. R.G.)

U65922WB1988PTC044915) a company existing under the provisions of the Companies Act, 2013, having its registered office at 1002 E. M. Bye Pass, Kolkata - 700 105, Police Station Pragati Maidan Post Office Dhapa, having Income Tax PAN AABCP5390E and represented by its Director Mr. Surendra Kumar Dugar, [Income Tax PAN ACUPD1317K] [Aadhar No. 8876 4445 8052] [Mobile No. 9831176210] son of Late J. M. Dugar, residing at 2B, Dover Road, P.S- Ballygunge, P.O – Ballygunge in pursuance of a Resolution of the Board of Directors dated 10<sup>th</sup> May 2021, hereinafter referred to as the "**DEVELOPER**"(which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors-in-office and assigns) of the

**SECOND PART.**

**WHEREAS:**

- A. In this Agreement wherever the context so permits the Owners and the Developer shall hereinafter collectively be referred to as the "parties" and individually as a "party".
- B. By 12 separate deed of conveyances duly registered with the Additional Registrar of Assurances, Kolkata, the details of which are stated below Sunil Kumar Ghosh and Pradip Kumar Ghosh, (since deceased) as executors to the estate of Late Asit Kumar Ghosh, and the Vendors therein with the consent and concurrence of (1) Smritirani Mitter and (2) Pradip Kumar Ghosh, therein referred to as the Confirming Parties mentioned, sold, conveyed and transferred unto in favour of (1) Sapna Estates Pvt. Ltd. , (2) Abhinav Properties Pvt. Ltd, (3) Ritik Diagnostics Pvt. Ltd, (4) Anirudha Medico Centre Pvt. Ltd., (5) Com-tel Leasing & Finance Pvt. Ltd, (6) Fancy Properties Pvt. Ltd., (7) Native Construction Pvt. Ltd., (8) Creative Garments Pvt. Ltd., (9) RLG Consultants Pvt. Ltd., (10) Rajshree Gaggar, (11) Bhagwati Devi Gaggar and (12) Ratan Lal Gaggar mentioned herein ALL THAT

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the demarcated piece and parcel of land containing by admeasurement an area of 37 Cottahs 13 Chittacks and 12 square feet (more or less) together with buildings and outhouse and structures standing thereon comprised in Municipal Premises No. 11, Sarat Bose Road, Kolkata – 700 020 together with right over the common passageway leading from Sarat Bose Road (hereinafter referred to as the **“PART I PREMISES”** morefully and particularly described in **Part I of the First Schedule** herein) and for such consideration as duly stated therein. The details of the Conveyance Deeds are as follows:-

Sl. No.	Deed No.	Date	Name of the Purchaser
1	4478	23/05/2001	Com-tel Leasing & Finance Pvt. Ltd
2	5861	03/05/2001	Rajshree Gaggar
3	4921	23/05/2001	Bhagwati Devi Gaggar
4	4914	23/05/2001	Ratan Lal Gaggar
5	3875	03/05/2001	Creative Garments Pvt. Ltd.
6	4481	23/05/2001	RLG Consultants Pvt. Ltd.
7	4912	03/05/2001	Sapna Estates Pvt. Ltd.
8	5777	03/05/2001	Anirudha Medico Centre Pvt. Ltd.
9	5778	03/05/2001	Ritik Diagnostics Pvt. Ltd
10	5779	23/05/2001	Fancy Properties Pvt. Ltd.
11	5780	23/05/2001	Native Construction Pvt. Ltd.
12	5782	03/05/2001	Abhinav Properties Pvt. Ltd

C. By another Deed of conveyance dated 16th day of July 2004 and registered with the Additional Registrar of Assurances, Kolkata, Pradip Kumar Ghosh as the executor to the estate of Late Asit

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

GRN: 192021220166768971 Payment Mode: Online Payment  
GRN Date: 20/01/2022 17:08:15 Bank/Gateway: Indian Bank  
BRN : IB20012022351028 BRN Date: 20/01/2022 17:01:58  
Payment Status: Successful Payment Ref. No: 2000199201/2/2022  
[Query No\*/Query Year]

Depositor's Name: GAGGAR AND CO LLP  
Address: 6 OLD POST OFFICE STREET  
Mobile: 8420987093  
Depositor Status: Advocate  
Query No: 2000199201  
Applicant's Name: Org Gaggar And Co LLP  
Identification No: 2000199201/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Sl. No.	Payment ID	Head of A/C	Head of	
1	2000199201/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000199201/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	400021
			<b>Total</b>	<b>474942</b>

IN WORDS: FOUR LAKH SEVENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.



Government of West Bengal

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



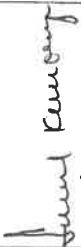





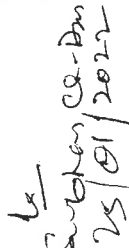
OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042000199201/2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Ratan Lal Gagar 11, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700020	Land Lord		840 	 25.1.2022
2	Mrs Bhagwati Devi Gagar 11, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020	Land Lord		841 	Bhagwati Devi Gagar 25.01.2022
3	Mrs Rajshree Gagar 11, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700020	Land Lord		842 	 25.01.2022

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Surendra Kumar Dugar 2B, DOVER ROAD, City:- , P.O:- Ballygunge, P.S:- Ballygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Developer [PS Group Realty Private Limited]		843 	 25/1/2022
5	Mr Ajay Gaggar 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	Representative of Land Lord [Padrone Marketing Pvt Ltd]		844 	 25/1/2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Subhas Chandra Das Son of Late P Das 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Mr Ratan Lal Gaggar, Mrs Bhagwati Devi Gaggar, Mrs Rajshree Gaggar, Mr Surendra Kumar Dugar, Mr Ajay Gaggar		845 	 25/01/2022

(Mohul Mukhopadhyay)  
 ADDITIONAL REGISTRAR  
 OF ASSURANCE  
 OFFICE OF THE A.R.A. -  
 IV KOLKATA  
 Kolkata, West Bengal

Kumar Ghosh, and the Vendor thereinwith the consent and concurrence of (1) Smriitirani Mitter and (2) Pradip Kumar Ghosh, referred to as the Confirming Parties, therein sold, conveyed and transferred unto in favour of (1) Sapna Estates Pvt. Ltd. , (2) Abhinav Properties Pvt. Ltd, (3) Ritik Diagnostics Pvt. Ltd, (4) Anirudha Medico Centre Pvt. Ltd. , (5) Com-tel Leasing & Finance Pvt. Ltd, (6) Fancy Properties Pvt. Ltd., (7) Native Construction Pvt. Ltd., (8) Creative Garments Pvt. Ltd., (9) RLG Consultants Pvt. Ltd., (10) Rajshree Gaggar, (11) Bhagwati Devi Gaggar and (12) Ratan Lal Gaggar therein referred to as Purchasers, ALL THAT the piece and parcel containing by admeasurement an area of 25 Cottahs 4 Chittacks and 12 square feet (more or less) together with buildings and outhouse and structures standing thereon comprised in Municipal Premises No. 9, Sarat Bose Road, Kolkata - 700 020 (hereinafter referred to as the "PARTII PREMISES" morefully and particularly described in Part II of the First Schedule herein) and for a consideration as duly stated therein.

D. By an order dated 15th March, 2006, passed by the Hon'ble High Court at Calcutta in Company Petition No. 85 of 2005 connected with Company Application No. 242 of 2004, the said (1) Sapna Estates Pvt. Ltd. , (2) Abhinav Properties Pvt. Ltd, (3) Ritik Diagnostics Pvt. Ltd, (4) Anirudha Medico Centre Pvt. Ltd. , (5) Com-tel Leasing & Finance Pvt. Ltd, (6) Fancy Properties Pvt. Ltd., (7) Native Construction Pvt. Ltd., (8) Creative Garments Pvt. Ltd. and (9) RLG Consultants Pvt. Ltd. alongwith Indian Crude Oil Equipment & Services Pvt. Ltd. and Martand Commercial Company Ltd. stood merged and/or amalgamated with the Owner No. 1 herein, namely Padrone Marketing Private Limited.

E. Thus upon such merger and/or amalgamation the entirety of the right, title and interest of/held by the said (1) Sapna Estates Pvt.

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Ltd. , (2) Abhinav Properties Pvt. Ltd, (3) Ritik Diagnostics Pvt. Ltd, (4) Anirudha Medico Centre Pvt. Ltd. , (5) Com-tel Leasing & Finance Pvt. Ltd, (6) Fancy Properties Pvt. Ltd., (7) Native Construction Pvt. Ltd., (8) Creative Garments Pvt. Ltd. and (9) RLG Consultants Pvt. Ltd. in/to/over the Part I Premises and Part II Premises stood transferred and/or vested in/ with the said Owner No. 1.

F. In the events received hereinabove the Owners thus became entitled to ALL THAT the various pieces and parcels of land forming part of Part I and Part II of the First Schedule hereunder written containing an aggregate a total area of 63 cottahs 1 chittacks 24 sq.ft (be the same a little more or less).

G. The Owners caused the said Part I Premises and Part II Premises to be amalgamated with the Kolkata Municipal Corporation and upon such amalgamation the same has now been renumbered as Municipal Premises No. 11 Sarat Bose Road, Kolkata - 700 020 (morefully and particularly mentioned and described in Part III of the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)

H. The Owners are the lawful absolute owners well seized and possessed of ALL THAT land measuring 63 cottahs 1 chittacks 24 sq.ft (more or less))together with various structures at Premises No. 11, Sarat Bose Road, Police Station: Bhowanipore, Kolkata - 700020(hereinafter referred to as the "Said Premises", morefully and particularly described in the PART III of FISRT SCHEDULE hereunder written) free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions whatsoever or howsoever save and except pending litigations as defined in this agreement..

I. The Owners have decided to appoint the Developer for developing and/or promoting the Said Premises by way of construction of

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new residential/commercial building/buildings consisting of flats/apartments/offices/showrooms capable of being occupied independently by the intending transferees and/or purchasers of the Units.

- J. The Developer has expertise and resources and has accepted the proposal of the Owners in respect of the development of the Said Premises by way of erection and construction of the said new residential/commercial building(s) in terms of plan or plans to be sanctioned by the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto.
- K. The parties have mutually agreed that the Developer shall develop the Said Premises, and the Developer has agreed to develop the same on the terms and conditions recorded herein.
- L. The Owners have also mutually agreed to the following share/ratio in the said Premises namely:

Padrone Marketing Pvt. Ltd.	- 55%
Ratan Lal Gaggar	-15%
Bhagwati Devi Gaggar	-15%
Rajshree Gaggar	-15%

All accruals and benefits in terms of the development agreement shall be shared amongst the Owners in terms of the above ratio

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties hereto as follows:-

**PART-I # DEFINITIONS:**

1. In this agreement unless there be something contrary or repugnant to the subject or context:

- (i) **ARCHITECT** shall mean such person or persons, firm or firms, appointed as the Architect by the Developer for designing and planning of the New

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Building.

- (ii) **"BUILDING PLAN"** shall mean the plan/plans as prepared by the Architect and approved by the parties herein for being submitted for sanction to Kolkata Municipal Corporation (K.M.C) for construction of anew. building/buildings in the said Project and to be caused to be sanctioned by the Developer from the Kolkata Municipal Corporation and shall include all further modifications thereof and/or alterations thereto as may be made thereto in terms hereof.
- (iii) **"COMMON AREAS AND INSTALLATIONS"** shall mean and include the areas, installations and facilities in the Said project as defined herein expressed or intended for common use as decided by the Developer.
- (iv) **"DEPOSITS"** in this context shall mean each of the amounts levied /received by the Developer from a Transferee as sinking funds deposit, maintenance advance/deposits, municipal tax deposits that will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the organization/ association or made over to anybody/authority, statutory or otherwise and such deposits shall not form part of the Gross Revenue of the Project. The Developer shall be accountable for transfer of such Deposits to the organisation/association without any liability on the Owners.
- (v) **DEVELOPER'S SHARE OF GROSS REVENUE** shall mean 33% of the Gross Revenue/ Realisations in the said Project as defined herein.
- (vi) **"EXTRAS"** shall mean the extra amounts paid by and/or the reimbursements, received from a Transferee by the Developer towards VRV Air conditioning charges, club fit out charges, generator charges, charges towards electrical infrastructure, charges/fees towards/in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction, legal fees and such charges shall not form part of the Gross Revenue of the said Project (defined herein).

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- (vii) **OWNERS' SHARE OF GROSS REVENUE** shall mean 67% of the Gross Revenue/Realisations in the said Project as defined herein.
- (viii) **"PROJECT"** shall mean construction of a new Building/Buildings at the said Premises excluding the reserved portion as defined herein comprising of several units/flats, car parking spaces, common areas and installations, club house, in accordance with Building Plan,.
- (ix) **"REALIZATIONS"** or **"GROSS REVENUE"** shall mean the sale proceeds, booking amounts, advances and other incomings realized from sale of the Transferable Areas in the said Project or any part thereof and from transfer of any rights/privileges at the said Premises including the price, nomination or transfer charges on account of any nomination or transfer by any Transferee, premium, salami, rent, advance rent, car-parking charges, high-rise charges, preferential location charges, interest/compensation if any received by the Developer from Transferees on any delayed payment or otherwise, any amount received from Transferees as compensation on cancellation of an Agreement for Sale and any other amounts on any account received but shall not include the payments by the Transferee on account of Extras, Deposits, Goods & Services Tax , Stamp Duty and Registration Charges as mentioned in clause 10.6 hereunder.
- (x) **"RESERVED PORTION"** shall mean and include the south east and the south west parts of the said premises which is under the occupation and possession of illegal occupants (as shown in the map attached hereto and marked in Red Border).
- (xi) **"RETAINED PORTION"** shall mean units/flats on the top five floors of the new building to be constructed at the said Premises together with car parking spaces and together with proportionate share in the said land and/or common areas and installations and any area, right or privilege in the Said project.

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(xii) **"SAID PREMISES"** shall mean municipal premises No. 11. Sarat Bose Road, Kolkata - 700 020 morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

(xiii) **"TRANSFERABLE/SALEABLE AREAS"** shall mean and include the Units/Flats, covered and open parking areas and all other areas at the Said project capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include proportionate share in land and/or common areas and installations and any area, right or privilege in the Said project capable of being commercially exploited or transferred for consideration in any manner. However, the Retained Portion shall be excluded/deducted from the Transferable/Saleable Area.

(xiv) **"TRANSFEREES"** shall mean the-persons purchasing or agreeing to purchase the Transferable Areas or any part thereof.

(xv) **"UNITS"** shall mean all the flats and other saleable constructed spaces in the said project capable of being independently and exclusively held, used, occupied and enjoyed by any person and include open terrace, if any, attached to any Unit/s.

## 1.2 **INTERPRETATION:**

- (i) Reference to any Clause shall mean such Clause of this agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule.
- (ii) Headings, Clause Titles. Capitalized expressions and Bold expressions are given for convenience purpose only.
- (iii) "Parties" shall mean both the Owners and the Developer hereto and "Party" shall according to the context mean either the Owners hereto or the Developer hereto.

## 2. **REPRESENTATIONS OF THE PARTIES:**

2.1 The Owners have represented and assured the Developer that they are the

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absolute owners of the said premises free from all encumbrances, mortgages, charges, liens, lispendens, attachments, leases, uses, debutters, trusts, claims and liabilities whatsoever and have a marketable title in respect of the said premises without any claim, right, title, interest of any person thereon or therein save and except pending litigations as defined in this agreement.

2.2 The Owners have represented that the following suits/litigation are pending in respect of the said Premises namely:

i. Title Suit No 240 of 2018 filed by the Owners against Surenga Devi & Ors for eviction before the Learned 4<sup>th</sup> Civil Judge, (Senior Division), Alipore. For illegally occupying the South East Portion of the said Premises and forming part of the Reserved Portion.



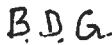

ii. Title Suit No 129 of 2006 filed by the Owners against Dipak Kumar Singh & Ors. for eviction before the Learned 4<sup>th</sup> Civil Judge, (Senior Division), Alipore for illegally occupying the South West Portion of the said Premises and forming part of the Reserved Portion.

iii. Misc Case No 05 of 2007 in Title Suit No. 40 of 2003 filed by one Shivji Dubey against the Owners before the Learned 4<sup>th</sup> Civil Judge, (Senior Division), Alipore hereinafter collectively referred to as the "**said Pending litigations**"). Save and except the above the Owners have represented and assured that there are no further impediments in the said premises and the Owners have agreed to keep the Developer indemnified for any loss, costs and consequences caused to the Developer for any other defect in title of the said premises.

2.3 The Developer has represented to the Owners that the Developer has sufficient experience in developing lands and causing construction of said project and adequate finance to successfully complete the Project.

### 3. **AGREEMENT, CONSIDERATION AND ENTITLEMENTS:**

3.1 In the premises aforesaid and subject to what is herein provided, the Owners do hereby permit and grant exclusive right to the Developer to

develop the said premises and to build the Said project upon the same with entitlement of the parties to share the Gross Revenue between the Owner and the Developer on the terms and conditions hereinafter contained.

3.2 The rights of the Developer to develop the said premises shall not be revoked by the Owners so long as the Developer fulfils its obligations hereunder.

3.3 The Developer shall have the right to enter the said Premises and the authority to carry out the construction and completion of the said Project and the Reserved Portion in terms hereof. It is clarified that unless and until the Developer constructs and completes the said Project by obtaining the Full Completion Certificate/Partial Completion Certificate from the Kolkata Municipal Corporation in respect of the Said project in terms of clause 11.10 hereof, the legal possession of the said premises shall be with the Owners alone and only upon receiving the Full Completion Certificate/Partial Completion Certificate from the Kolkata Municipal Corporation in respect the said premises excluding the Reserved Portion shall be in joint possession of the parties and the Transferees to whom they respectively deliver possession of the Transferable Areas. It is expressly made clear that activities of the Developer in respect of the said premises for the purpose of development of the said project in terms of this Development Agreement is not intended to be and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961 or a transfer of possession under Section 53A of the Transfer of Property Act, 1882 or a transfer in any other manner.

3.4 The Owners shall vacate the said Premises within such period as mutually agreed upon by and between the parties hereto from the sanction of Building Plans but not beyond a period of one year from the time of finalisation and approval of the alternative accommodation as stated herein along with completion of all legal formalities with regard to



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the said alternative accommodation, so as to allow the developer to proceed with the construction work including but not limited by demolition of existing building. The proceeds of demolition along with any other assets found in the said Premises while demolition shall belong to the Owners exclusively. It being further agreed that the Developer shall provide an alternative accommodation to the Owners for the period starting from vacating of the said Premises to a period of six months from the date of obtaining Completion Certificate of the said project including handing over Possession of the retained portion in terms of the Specification provided under the Third Schedule as hereinafter appearing. The rent along with statutory taxes including maintenance charges payable in respect of the alternative accommodation shall be borne by the Developer alone.

4. **TITLE DEEDS:**

- 4.1 Subject to the Developer fulfilling its obligations the Owners shall be entitled to hold the original documents of title (including those mentioned in the **SECOND SCHEDULE** hereto) for the purpose of giving effect to this Agreement and shall keep the same in safe custody and that upon completion of the said project shall make over the same to the Association.
- 4.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees of their respective areas in the Said project and financial institutions providing finance to such buyers/transferees and other persons and authorities as may be required.

5. **OWNERS OBLIGATIONS:**

- 5.1 To keep and maintain a clear and marketable title of the said premises

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free from all encumbrances, mortgages, charges, liens, lispendens, attachments, leases, uses, debutters, trusts, claims and liabilities whatsoever save and except pending litigations as stated herein.

- 5.2 To make payment of all municipal rates and taxes in respect of the said premises till sanction of the Building Plans
- 5.3 To bear the Extras, Deposits and GST on the Retained Portion by the Owners
- 5.4 To bear any other costs as shall be mutually agreed upon in writing.

**6. SANCTION OF BUILDING PLANS AND ADDITIONAL F.A.R:**

- 6.1 **Architects and Consultants:** The Developer shall appoint Architects/consultants of repute for the Building Plans, elevation, interior designing and landscaping and implementation of the Said Project. The Developer shall be liable to make payment of all fees, costs, charges and expenses payable to the Architects and the consultants at its own costs.
- 6.2 **Building Plans :** Unless prevented by circumstances beyond its control and subject to what is hereinafter provided the Developer shall within 9 (Nine) Months from the date of execution of this Agreement apply for and endeavour to obtain sanction of the Building Plan from the Kolkata Municipal Corporation in respect of the said project and in doing so, the Developer shall endeavour that the maximum Floor Area Ratio (F.A.R.) and Sanctionable areas as per the prevalent building rules are available for construction at the said premises. At or before the execution of this agreement the Developer has caused a Building Plan to be prepared by the Architect for being submitted for sanction to Kolkata Municipal Corporation (K.M.C) and the owners have examined the said plan and have accepted the same. A copy of the said plan has been made over to the owners. In the event of Kolkata Municipal Corporation requiring modification or alteration in the Plan the Developer shall communicate the same to the Owners and upon their consent the said modified plans shall be submitted to Kolkata Municipal Corporation. Soon after sanction

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of the Building Plans, the Developer shall forward copies of the sanctioned Building Plans to the Owners.

- 6.3 **Clearances:** The Developer shall be responsible for obtaining all Clearances that may be required for construction and completion of the said Project including sanction of building plan, fire and other statutory clearances at its own cost. Copies of Clearances shall be forwarded by the Developer to the Owners soon after obtaining the same.
- 6.4 **Custody of Building Plans and other Clearances:** The Developer shall during the subsistence of this agreement hold the originals of the Building Plan and the Owners shall hold copies of the sanctioned Building Plan and other Clearances and that upon completion of the said Project, the Developer shall handover the original building plan with all the original documents, clearances, certificates to the Association.
- 6.5 **Modification of Building Plans :** Any modification or alteration of Building Plans or Designs which either directly or indirectly intends to change the saleable area in the said project or affects the Retained Portion or the user in respect of any part of the Said project shall be done or caused by the Developer only with the prior written consent of the Owners. Save and except the same the Developer may do other modifications and alterations with the consent of the Architect .All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
- 6.6 **Additional Area:** The Owners and Developer shall bear the additional cost as specifically charged by the Kolkata Municipal Corporation towards grant of additional floor area ratio on account of Metro Corridor/Green Building under Rule 69A in their respective revenue sharing ratio. All costs and expenses for such construction and completion shall be borne and paid by the Developer. In case at any time hereafter any additional area can be constructed lawfully at the said premises or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise,

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beyond the FAR as per the sanctioned building plan and beyond the additional FAR, if any, obtained on account of the Reserved Portion, the benefit of such additional construction together with appertaining right title and interest in the said premises shall accrue to and belong to the Owners and the Developer in the revenue sharing ratio. It is also expressly agreed upon by and between the parties hereto that any revenue generated out of any additional area created due to modification in the shape of the proposed unit in the said project and which forms part of the saleable area shall be shared between the parties in the respective revenue sharing ratio.

6.7 **Costs and Expenses:** All fees, costs, charges and expenses relating to preparation, sanction and/or modification of Building Plans and Designs and all other purposes stated in the foregoing clauses under the Heading Clause 6 above has been and/or shall be exclusively borne and paid by the Developer save and except what has been agreed to be paid by Owners under or with reference to this Agreement.

7. **RESERVED PORTION**

7.1 It is hereby made expressly clear that the Owners shall continue to remain the sole and absolute Owners of the said Reserved Portion and shall be entitled to take appropriate action for recovery of possession of the said Reserved Portion

7.2 The Developer has agreed not to claim any right of any nature whatsoever or howsoever in respect of the said Reserved Portion and at any given time after sanction of the building plan and during the construction of the said Project but before obtaining the Completion Certificate any further FAR/FSI is made available whether for commercial or residential purpose in respect of the Reserved Portion or in the said project, the same shall absolutely vest and/or belong to the Owners without any right on the part of the Developer or any person

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and/or persons claiming through or under it.

In the event the Owners become entitled to any construction on the said Reserved Portion whether commercial or residential or any further FAR/FSI becomes allocable in the said Project on account of the Reserved Portion, the Developer without any further act deed or thing sign and execute all deeds documents maps plans instruments and papers as may be necessary and/or required in this regard and in addition thereto the Owners shall be entitled to connect and/or avail of all facilities and/or utilities available in the said Project . However in the event any construction is carried out on the Reserved Portion for commercial purpose, the occupants of such commercial area shall be entitled to all Utilities as defined in Clause 11.3 herein and shall also be entitled to enter the project only for the purpose of maintenance of the utilities but shall not be entitled to use and/or utilise the said Amenities as described in Part I of the Third Schedule hereunder written. The Developer shall also ensure that there is no obstruction to the Reserved Portion and there is free ingress and egress and free movement of cars to the Reserved Portion.

7.3 It is hereby agreed upon by and between the parties hereto that any construction as provided in Clause 7.2 & 7.3 hereinabove shall be done by the Developer and the Owners shall only be liable to pay to the Developer the construction costs along with applicable taxes including but not limited to sanction fees, other charges etc. in respect of such area allocable to the Reserved Portion or in the said project. The said costs and charges shall be paid within 30 days from the date of raising of demand by the Developer and it being further agreed that the time taken for such construction shall be over and above the time for completion as provided in Clause 11.8.

8. **INTEREST FREE REFUNDABLE SECURITY DEPOSIT:**

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8.1 The Developer shall pay to the Owners a sum of Rs. 8,00,00,000/- (Rupees Eight Crore only) as and by way of interest free refundable security deposit as follows:

- i. Rs. 4,00,00,000/- (Rupees Four Crore) only at or before the execution hereof in the manner as follows:

Owner No. 1-2,20,00,000/-

Owner No. 2-60,00,000/-

Owner No. 3- 60,00,000/-

Owner No.4-60,00,000/-

(the receipt whereof the Owners and each of them do hereby as also by the receipt and memo hereunder written admit and acknowledge).

- ii. Rs. 4,00,00,000/- (Rupees Four Crore) only upon receipt of the Building plans in respect of the Said Premises from the Kolkata Municipal Corporation in the manner as follows:

Owner No. 1-2,20,00,000/-

Owner No. 2-60,00,000/-

Owner No. 3- 60,00,000/-

Owner No.4-60,00,000/-

8.2 The said Interest free refundable security deposit shall be refunded by the Owners to the Developer as enumerated hereinbelow:

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- i. A sum Rs. 4,00,00,000/- (Rupees Four Crore) of the Interest free refundable security deposit Amount shall be refunded by the Owners to the Developer within 18<sup>th</sup> to 21<sup>st</sup> month from the date of sanction plan with each month repayment of Rs 1,00,00,000/- (Rupees One Crore only). However in the event the Developer is unable to sell atleast 20% of the saleable area within 18 months from the date of the sanction plan then and in such event the Owners shall continue to hold the deposit till such time the Developer has sold atleast 20% of the saleable area.
- ii. The remaining sum Rs. 4,00,00,000/- (Rupees Four Crore) of the Interest free refundable security deposit Amount shall be refunded within 30 days of the Developer sending the Notice of Completion to the Owners in terms of clause 11.8 hereto.

9. **MARKETING, PRICING AND TRANSFER OF SALEABLE AREAS:**

- 9.1 **Marketing and Pricing:** The Developer shall primarily be responsible for the marketing of the entire Saleable Areas in the said Project, i.e. to say (i) advertise and publicize via all medias, put hoardings, print and distribute pamphlets/brochures, etc. for the Project under its brand name, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all other acts deeds and things required for the marketing of the Saleable Areas in the said Project to sell the same to Transferees. The minimum base-rate for sale of the Saleable Areas shall be mutually fixed by the Developer and the Owners mutually.
- 9.2 **Brokerage:** The Parties have agreed that a fixed sum of 02% (two percent) of the Realisations shall be payable as brokerage to marketing agents for mediating sale of the Saleable Areas at an appropriate time after receipt of the booking amount from the Intending Buyers. Such brokerage shall be shared by the Owners and the Developer in the Revenue Sharing Ratio out of the Realizations.

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9.3 **Marketing Expenses:** The Parties have agreed that a fixed sum of 01% (one percent) of the Realisations shall be payable as marketing expenses for marketing of the Saleable Areas. Such marketing expenses shall be shared by the Owners and the Developer in the Revenue Sharing Ratio out of the Realizations.

9.4 **Transfer:** The sale and transfer of the Saleable Areas shall be carried out and conducted by the Parties jointly on the following terms and conditions:

- i. **Rates for Transfers:** The minimum rates and prices at which any Unit, Parking Space and any other Saleable Area shall be transferred shall be mutually fixed by the parties in writing by all of them executing a formal Rate Confirmation Document. Any variation in the minimum rates and prices over and above 2% shall be done only by consent in writing of all the parties by signing supplementary Rate Confirmation Document. The rates shall be subject to periodic revision on a half yearly basis. Furthermore, either party may seek variation of rates by giving justifiable circumstances and on receipt of request by either party in writing to the other for the same, the parties shall mutually discuss and finalize the same. If there be any dispute regarding fixation of the rates then the parties shall mutually and on equitable basis allocate the unsold saleable areas in the revenue sharing ratio.
- ii. **Bookings and Allotments:** The Developer alone shall accept bookings and make allotments in respect of the Saleable areas including any Unit, Parking Space excluding the Retained Area in favour of any Intending Buyer by adhering to the minimum rates and prices as mutually fixed by the Parties from time to time in writing by Rate Confirmation Documents as aforesaid and the Developer shall be entitled to cancel revoke or withdraw the same if the situation so warrants according to the Developer. The parties

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have agreed that no booking, agreement or transaction of any Transferable Area shall be done below the said minimum agreed rates and prices subject to a maximum variance of +/- 2%.

- iii. **Retained Portion:** The Owners shall be entitled to retain the Retained Portions in the said project. The developer shall be at liberty to accept bookings and make allotments in respect of other saleable areas except the Retained Portions.
- iv. **Execution of Agreements for Sale and Deeds of Conveyance:** All agreements, nomination agreements, supplemental agreements, deeds of conveyance, rectification deeds, etc. relating to sale of the Saleable Areas shall have the Owners, and the Developer as Parties and the Owners shall grant necessary powers for execution of the same in favour of the Transferees in accordance with the agreed terms hereof.
- v. **Deeds of Conveyance:** It is expressly agreed between the Parties that the Deeds of Conveyance in respect of any Unit comprised in the Saleable Areas shall be executed and registered in favour of the Transferees only after the Developer has received the entire consideration in respect of such Unit and has shared the same with the Owners as per the revenue sharing ratio.
- vi. **Scheme of Sale and Transfer:** The proportionate share in the land of the said Premises attributable to the concerned Saleable Areas shall be sold conveyed and transferred by the Owners and the built-up/constructed areas and other rights, title or interest in the Project shall be transferred jointly by the Owners and the Developer.
- vii. **Sale and Transfer to be free from all encumbrances:** The sale of the Saleable Areas (including the land comprised in the said Premises or any share thereof as being property appurtenant to any Saleable Area) in favour of Transferees shall be free from

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encumbrances save and except the Pending Litigations as defined herein, created made done or suffered by the Owners or the Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Transferees taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.

- viii. **Documentation:** All booking forms, agreements, contracts, nomination deeds, sale deeds, rectification deeds and other documents for sale of the Saleable Areas in the new building shall be prepared and finalized by Gaggar & Co LLP Solicitors & Advocates, Kolkata (hereinafter referred to as the said legal firm) and all legal costs and expenses realized from the Transferees towards the documentation shall be solely on account of the said legal firm.

10. **REVENUE SHARING AND DISTRIBUTION OF REALISATIONS:**

10.1 In consideration of the development of the said project at the Said Premises by the Developer at its own costs and expenses and in the manner herein stated it is agreed by and between the Owners and the Developer that the entire saleable areas of the said Project shall be granted, sold or transferred by the Owners and the Developer and the Gross Revenue shall be apportioned in the following manner:

- i. 67% (Sixty Seven percent) of the Gross Revenue (hereinafter referred to as "Owners Share") shall belong to the Owners which shall be distributed amongst the Owners in the following manner:
- a. Owner No.1-55% of the Owners Share
  - b. Owner No.2-15% of the Owners Share
  - c. Owner No.3-15% of the Owners Share
  - d. Owner No.4-15% of the Owners Share

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ii. 33 % (Thirty Three percent) of the Gross Revenue(hereinafter referred to as the "Developer's Share")shall belong to the Developer (hereinafter collectively referred to in this Agreement as the "**Revenue Sharing Ratio**")

10.2 The Realisations arising from sale of the Saleable Areas would be shared in the Revenue Sharing Ratio but if the Owners retain any area out of the Saleable Areas, then the Retained Portion shall be deducted out of the Saleable Areas and the Realisations of the remaining Saleable Areas shall be shared between the Owners and the Developer, but in such event the ratio of the Developer shall increase proportionately in proportion to the Retained Portion. For the sake of convenience it is explained by way of an example wherein say the total saleable area is 1,00,000 square feet, thus the Owners are entitled to Realisations of 67,000 square feet, but if the Owners retain 20000 square feet of saleable area then the Owners shall be entitled to revenue of 47000square feet (67000-20000) and the consequent Revenue sharing ratio of the Owners and the Developer would be 58.75%:41.25%. The Owners shall be liable to pay the Extras, Deposits and GST on the Retained Portion, if any, and the Developer shall be entitled to deduct the same out of the Realisations to be distributed to the Owners, as and when the Completion Certificate (CC) is obtained and possession of the Retained Portion is handed over to the Owners. It is further agreed that any amount received under the heading "extras" as defined in the said agreement from the Transferees shall also be shared between the owners and the Developer in the same ratio as defined herein after deducting actual costs,.

10.3 The Realisations of the said project shall be deposited in a separate bank account ("**Master Account**") of the Developer. Subject to provisions

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contained in Clause 10.4 the Owners and the Developer shall be paid/disbursed out of such account in their respective shares on a fortnightly basis after:

- (a) deduction of the then applicable tax deductible at source;
- (b) deduction of the Brokerage & Marketing Expenses; and
- (c) any other amount as recorded in this agreement or mutually agreed by the parties in writing.

However, for any reason the developer fails to disburse the amount due and payable to the owner on a fortnightly basis, the Developer shall be liable to make payment of the interest @ 13.5% p.a. for such amount due and payable to the owners. In the event the Developer fails to disburse the realisation for three continuous months, it would be treated as a breach of this agreement.

10.4 Notwithstanding anything to the contrary stated anywhere in this Agreement, the liability of the Developer to disburse from time to time the Owners Share shall always remain subject to the relevant provisions of applicable real estate law and the applicable Rules and Regulations thereunder, each together with any and all modifications, amendments, etc., thereto (whether subsisting as on the Execution Date or enacted thereafter) including those provisions which mandate transfer of all the amounts realized from the allottees/intending transferees of any real estate project to a separate bank account as also those which regulate the procedure of withdrawal from such separate bank account. The Owners undertake and covenant not to make/raise any demand on the Developer under any circumstances whatsoever or howsoever to disburse/pay any part or portion of the Owners Share from such separate bank account which in the opinion of the Developer, would be contrary to the laws/statutes/rules governing the same provided however that as and when any amount is withdrawn from the said separate bank account subject to and/or in compliance with applicable statutory provisions and procedures, such withdrawals shall be in

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accordance with the provisions of Clauses 10.1, 10.2 and 10.3. It has been further agreed that the Developer shall obtain the registration under the applicable real estate law as "promoter" and shall be liable to the transferees and/or the authorities under the said laws save and except with regard to the title of the said Premises for which the Owners shall be liable.

10.5 It is further agreed and understood between the Parties that if after 6 (six) months from the date of issuance of the completion certificate by Kolkata Municipal Corporation (KMC) in respect of the said Premises, there remain any unsold saleable areas, then the same shall be mutually allocated to the Owners and the Developer in the Revenue Sharing Ratio (subject to clause 10.2). The Owners and the Developer shall respectively be responsible to make payment of the Deposits for the respective units/areas so allocated to them, and further in respect of the units so allocated to the Owners, the Owners shall also be liable to make payment to the Developer of inter alia the Extras. However, the Owners shall not be liable for any charges towards the Clubhouse as well as the legal expenses as are being charged from the intending Transferees. It being further agreed that the Owners shall be liable to pay GST on the Unsold Units as per their revenue sharing ratio as applicable on the date of receipt of Completion Certificate by KMC and the Developer shall be entitled to deduct the same from the Realisations to be distributed to Owners.

10.6 In addition to the Realisations to form part of the Developer's Share the Developer shall be entitled to retain all amounts paid by the Intending Transferees including Owners (for the area retained and share in the Unsold Units) on account of Deposits, Extras and /or any other amount not forming part of Realisations. However, it is made clear that any amount realised from the Transferee towards the extras as defined herein shall be shared between the Owners and the Developer and in the same

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ratio as defined in para 10.1 of this agreement after deducting actual costs. The aforesaid amounts on account of deposits to be retained by the Developer shall be made over by the Developer to the Association upon its formation after adjustment of expenses if any, it being expressly made clear that the Owners shall not be liable for such Deposits/ Extras collected by the Developer in any manner whatsoever or howsoever from the Intending Transferees except as otherwise stated in this agreement.

10.7 It is hereby expressly agreed and declared by and between the parties hereto that in the event of any agreement for sale entered into with the intending transferees is terminated and any amount is to be refunded to the intending transferees, the parties hereto shall make payment of the same in proportion to their Revenue Sharing Ratio, and the Developer shall be entitled to retain the same out of the Realisations and refund the same to the intending transferees.

10.8 It is further recorded and confirmed that:

(a) All Intending Buyers shall be required to be and shall be directed to make payments of the Realizations receivable against sale of the Saleable Areas by issuing all cheques, Pay Orders and other negotiable instruments only in the name of the said Master Account and in the event of the Intending Buyer willing to make payment by NEFT, RTGS or like mode, they shall also be required to be and shall be directed to make such payments by such mode only to the Master Account and all booking forms, agreements for sale and other relevant documents for the purpose shall specify the requirement of payment of the Realizations by the Intending Transferees in the name of or to the Master Account as aforesaid.

(b) All cheques/pay orders/demand drafts and other negotiable instruments received or payments received by NEFT, RTGS or like mode in respect of the said Realizations shall be received by

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Developer for the purpose of distribution in the Revenue Sharing Ratio in the manner mentioned hereinafter.

(c) All receipts for the payments received by the Developer as aforesaid shall be issued by the Developer and the same shall be binding on the Owners and shall be a valid discharge to the persons making such payment.

(d) That the Developer shall be holding the Owners Share in terms of this Agreement as a trustee till such time it is distributed and/or disbursed to the Owners.

10.9 In the event any of the Owners nominates any person and/or persons in his/her place and stead then and in such event all benefits accruing out of this agreement to such respective Owner shall stand transferred unto and in favour of such nominee/nominees.

#### 11. **CONSTRUCTION OF THE SAID PROJECT:**

11.1 **Construction:** The Developer shall pursue the construction, work under its complete supervision and construct and build the Said project at the said premises in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant laws in force at the relevant time. The construction shall be done by the Developer in strict compliance of the laws for the time being in force. The Developer shall construct and complete the new Building at its complete own cost, risk and responsibility.

11.2 **Specifications and Manner:** The Developer shall construct erect and complete the Said project in a good and workman like manner with good quality of materials and shall construct the Said Project in accordance with specifications as recommended by the Architect and with the common areas and amenities as mentioned in the **Part I of the THIRD SCHEDULE** hereto and without creating any financial or other liability

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on the Owners. It being agreed that the Units comprised in the said project shall be provided on a bare shell basis. It has been further agreed upon that the Developer shall complete the Retained portion retained by the Owners for their personal use in accordance with the specifications as provided in **Part II of the THIRD SCHEDULE** and all cost involved for completing the Retained Portion in terms of **Part II of the THIRD SCHEDULE** shall be solely on account of the Developer. The Developer shall ensure that the generator provided in the said project will supply continuous power to the Retained Portion for running of all lights and fans without any cost. However, in the event the developer fails to complete the retained portion in terms of the specifications as provided herein the owners shall be at liberty to complete the retained portion and all costs involved for such completion shall be recovered from the developer along with damages which shall be not more than 25% of the total cost involved. It being agreed that if the Owners do not retain the entire area comprised in the Retained Portion during the construction of the said Project then in such an event the Developer shall not be required to complete the area released by the Owners as per the specifications provided in Part I of the Third Schedule and such Retained Area so released by the Owners shall be part of the Saleable Area.

- 11.3 **Utilities:** The Developer shall be entitled to use the existing connections, if any, and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Said project, at its own cost.
- 11.4 **Common Areas and Installations:** The Developer shall construct, erect and provide all modern amenities and installations for common use in the Said project as decided by the Developer.
- 11.5 **Authority :** The Owners shall execute registered power of attorney in

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terms of clause 14.1 and 14.2 below authorizing and empowering the Developer in the name of the Owners to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Said project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned/revalidated/modified/alterd by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said premises or any portion thereof and/or for obtaining any utilities and permissions and for the purpose of dealing with all regulatory issues relating to the Said project and dealing with different authorities in connection with construction of the Said Project and for the purpose of booking and sale and transfer of the saleable in the Said project. No power or authority shall be exercised contrary to the terms and conditions contained herein and further, the power to execute sale deed in respect of any Transferable Area shall not be exercised until such time the Owners have received their Owners share of the Gross Revenue in respect of such Unit or Transferable Area as well as handed over possession of the Retained portion after obtaining the Completion Certificate. In the event the Owners fail to take possession of the Retained Portion within 7 days of the receipt of notice of Completion Certificate/Notice of Possession, the Developer shall be liberty to execute the sale deed in favour of the Intending Transferees.

- 11.6 **Team** : The Architects, Consultants and all other persons employed by the Developer for the purpose of preparation and sanction of the Building Plans already sanctioned and construction and other otherwise relating to the Said project shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the

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compliance of the provisions of labour laws, payment of wages, payment of Provident Fund, Employee State Insurance, etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

11.7 **Connections:** That the Developer for and on behalf of the Owners shall be entitled to apply for and obtain electric, water, sanitary, gas, telephone and other connection and/or other amenities and facilities of whatsoever nature as may be required in the Said project and the Owners hereby accords its consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Premises. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.

11.8 **Time for completion:** Subject to ~~force majeure~~, the Developer shall complete the said Project within 48 (Forty Eight) Months from the date of sanction of the Building Plan or upon receiving vacant possession of the Said Premises, whichever is later (hereinafter referred to as the "Initial Period"). In the event of the Developer fails to construct and/or complete the said Project within the Initial Period, the Developer shall be entitled to a grace period of another 6 (Six) Months to complete the said Project (hereinafter referred to as the "Grace Period"). In the event of the Developer fails to construct and complete the Said Project within the Initial /Grace period as stated hereinabove in this clause, the Developer shall be further allowed an additional grace period of 6 (Six) Months (hereinafter referred to as the "Additional Grace Period") to complete the Project upon payment of Rs.15,00,000/- (Rupees Fifteen Lakhs only) per

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month as pre-determined compensation to the Owners. However if the Developer fails to complete the said Project upon completion of the Additional Grace Period the Owners shall be at liberty to terminate this Agreement as per Clause 16.2 and shall be at liberty to claim damages, compensations from the Developer as provided herein.

11.9 None of the owners shall do any acts, deed or thing whereby the Developer is prevented from proceeding with the work of construction. If because of the Pending litigations and/or any default or breach on part of any of the Owners of the terms and conditions hereof, the Developer is prevented in proceeding with the work of construction then and under such circumstances the owners shall take necessary steps to remedy the default. However, if the owners fail to rectify such default within nine month, then and in such event the developer shall be at liberty to take appropriate steps of rectifying such default and/or breach and such costs involved shall be appropriated from the amount due and payable to the owners from their realisation and the Completion Period shall also be extended by such period of default or breach. It being further agreed that if such default continues after expiry of 12 months from the date of occurrence of such default then in such an event the obligations and the liabilities of the parties herein shall be decided by Mr Dugar.

11.10 **Pre-requisites before Notice of Completion and Notice:** The said Project shall be deemed to have been completed if provided with water, electricity, lift and other utilities and certified so by the Architect for the time being with completion certificate being issued by the Kolkata Municipal Corporation in respect thereof.

11.11 **Tax Liabilities:** All liabilities for taxes, levies, duties, including sales tax, value added tax, works contract tax, GST, etc. in relation to the development and construction of the Said project, including GST and/or any other taxes collected from the intending flat buyers shall be borne and paid by the Developer. However, it being agreed that the Owners

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shall be liable pay GST on the Retained Portion and also the GST applicable on the Unsold Units allotted to the owners in the revenue sharing ratio.

11.12 **Costs of Construction and Completion:** All fees; costs charges and expenses whatsoever for sanctioning of plans, obtaining all approvals and permissions and upon construction and completion of the Said Project in terms hereof and also for all activities and aspects contained in the foregoing clauses 11.1 to 11.11 above shall be borne and paid exclusively by the Developer save and except the costs which have been agreed to be incurred by the Owners in terms of this Agreement.

11.13 The Developer shall exclusively be liable for all post completion defect or deficiency in the construction and completion of the Said project till five years from the date of upon receiving the Full Completion Certificate of the Said Project subject to the terms as will be applicable with the Intending Transferees.

11.14 The Developer shall keep the Said project fully and comprehensively insured as per the requirement of laws applicable including for all damages, losses, Force Majeure Events and third-party liabilities. Similarly, the Owners shall obtain a Title Insurance as per the applicable law at its own cost. The entire recoveries from insurance policies shall be used by the Developer exclusively in and for the Said project.

11.15 The Owners shall co-operate with the Developer if the Developer intends to take Construction Finance for the Project.

12. **COMMON PURPOSES:**

12.1 As a matter of necessity, each of the Owners and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their respective Areas if any out of the Unsold Areas post completion would be bound and obliged to pay the amounts and outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer for or relating to the

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Common Purposes. The Owners, and the Developer shall be liable to pay the maintenance charges, common expenses, municipal rates and taxes etc. for their respective Areas, if any, including Reserved Portions at the same rate as charged to the Transferees.

12.2 In as much as there are several apartments/flats, a holding organization shall be formed, which may be a Company/LLP/Association and the rules and regulations of such holding organization will be framed in consultation by the Developer with the Owners. All the agreements to be entered into between the Owners or the Developer with their transferees will express to provide that the Transferee will become member of the holding organization and contribute the amount for the same and to abide by the rules and regulations of such holding organization. The occupants of the Reserved Portion shall also be member of the holding organisation and shall make payments of the maintenance costs and Deposits (as defined). In the event the Reserved Portion is used for commercial activities then in such case the maintenance charges in respect of the Amenities as provided in Part I of the Third Schedule shall not be charged and/or waived off.

12.3 Till such time the Holding Organization is formed the Developer shall be responsible for the upkeep and maintenance for the Common Purposes.

### 13. COVENANTS:

13.1 The parties are known to each other for a very long time and taking into account the trust and confidence the Owner had in the Developer the Owner has agreed to grant the right of development in respect of the said Premises unto and in favour of the Developer for the consideration and on the terms and conditions herein contained

13.2 This agreement is being entered solely for the purpose of undertaking the development of the said Premises and the parties hereto assure and covenant with each other that each of the parties hereto, shall at all times, render all reasonable assistance at its command for the purpose of

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facilitating successful implementation of this agreement and shall provide any information or document in its possession as may be necessary and/or required from time to time for the purposes of this agreement

- 13.3 Each party shall use and/or make best endeavour and shall provide all reasonable assistance and co-operation required by the other party
- 13.4 In as much as it is the dominant object of this agreement to undertake development of the said premises by constructing new building and/or buildings thereat each party shall remain accountable to the other and shall at all times maintain complete transparency
- 13.5 In the event of any clarification being required or anomaly arising, the parties will be guided by Mr. Surendra Dugar (hereinafter referred to as MR. DUGAR), Senior Partner of P.S. Group (the Developer herein) and the Owners hereby declare that they have full trust and confidence in Mr. Dugar.
- 13.6 The Developer hereby agrees and covenants (1) not to do any act deed or thing which may be contrary to and/or in violation of any of the terms and conditions of this Agreement; (2) that this agreement shall be personal to the Developer and the Developer shall not assign this Agreement or benefits hereof, directly or indirectly, to any other person whatsoever without the prior consent in writing of the Owner, and (3) that the Developer is a Company within the absolute ownership, control and management of Mr. Surendra Dugar and Mr Pradip Chopra and his immediate family members and the Developer shall not permit any transfer of the majority ownership, management and control of the Developer to any person or entity till the completion of the Said project without prior approval in writing of the Owners. The approval as mentioned in this Clause if so required by the Developer may be refused at the sole discretion of the Owners.
- 13.7 Subject to the Developer is in compliance of the terms and conditions of

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this Agreement, the Owners hereby covenants (1) not to cause any interference or hindrance in the construction of the Said project by the Developer and shall not do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Said project (ii) not let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the Said Premises or any part thereof save and except the Reserved Portion as from the date hereof except in accordance with the terms hereof.

**14. POWERS OF ATTORNEY AND OTHER POWERS:**

**14.1 Power of Attorney for Sanction:** The Owners shall grant to the Developer and/or its authorized representative a Power of Attorney for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Government Authorities and obtaining all necessary Clearances from different authorities in connection with construction of the Said project.

**14.2 Power of Attorney for Construction and Sale of Said project:** The Owners shall simultaneously with the execution hereof grant to the Developer and/or its authorized representative a registered Power of Attorney for construction of the Said project and for booking and sale of the Units comprised in the Said project and receiving consideration therefor in terms hereof. Such authority shall include the authority to execute and register any contracts for sale and the power of attorney shall mention that the power to execute, or register sale deed or final deed of transfer shall not be exercised prior to the Notice of Possession and the said power shall be utilized by the appointed attorney only in accordance with the terms and conditions of this agreement. It is clarified that the neither by this agreement nor by virtue of the power of attorney the Developer or its representative shall do any act deed or thing which is in anyway contrary to the terms and conditions of this

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14.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney and subject to the Developer not being in default in compliance of its obligations hereunder, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for better execution of the obligations of the Developer to perform all obligations under this Agreement.

14.4 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer or its authorized representative shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners or go against the spirit of this agreement or fasten any obligation or liability upon the Owners.

**15. MISCELLANEOUS:**

15.1 All outgoings from the date of sanction of plan including but not limited to municipal and other rates and taxes, electricity charges etc. in respect of the said premises shall be borne and paid by the Developer till the Notice of Possession and thereafter all outgoings including but not limited to municipal and other rates and taxes, electricity charges etc. shall be borne by the Transferees which shall include the Owners and the Developer for the Unsold Areas if any as per the Revenue Sharing Ratio and/or the Retained and the Reserved Portion.

**16. DEFAULTS:**

16.1 In case the Developer complies with and/or is ready and willing to comply with its obligations herein contained and the Owners fail and/or neglect to comply with any of their obligations and representations as provided in this Agreement, then in such event the Developer shall, without prejudice to their other rights and remedies hereunder or under law against the Owners (including to, cancel this agreement), have the right to sue the Owners for specific performance of this contract and/or

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damages and the Owners shall also pay interest @12% per annum on the Security Deposit and such other the amounts spent by the Developer in respect of the said Project to the extent it is less than the Developer's Share.

16.2 The Owners shall be at liberty to terminate this Agreement in the following event

- a. The developer fails to make payment of the Security deposit or such other amount as defined herein to the owners within the stipulated time as defined herein.
- b. The developer fails to complete the project within the stipulated time as defined herein.
- c. The developer fails to disburse the realisation to the extent of the share of the owners in terms of this agreement within the stipulated time as defined herein.
- d. Before determining this Agreement, the Owners shall give to the Developer a prior written notice of at least 60 (sixty) days to remedy the breach.
- e. It is also agreed and recorded that upon such termination the Owners shall be entitled to take over and complete the said Project at the costs and expenses of the Developer together with 25% of such costs and expenses as pre-determined damages, the same being a genuine pre-estimate of damages reasonably expected to be suffered by the Owners. With effect from the termination, the Developer's Share and all other Extras and Deposits shall belong to the Owners and the Developer shall within a period of 45days remove all its materials, labour and other belongings lying in the said premises failing which the Owners shall be at liberty to deal with the same as deemed fit and proper without any claim or compensation from the

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Developer. Upon completion of construction, if the total amounts receivable by the Owners from the Developer on account of costs and expenses of construction together the pre-determined and claims/compensation payable to intending Transferees or to any third party is less than the amounts received by the Owners on account of the Developer's share, the Developer shall pay the shortfall to the Owners immediately and otherwise the Owners shall pay the surplus amount to the Developer immediately.

- f. Nothing contained hereinabove shall affect the right of the Owners to sue the Developer for specific performance of this contract and/or damages.

16.3 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to their other rights hereunder.

**17. FORCE MAJEURE:**

17.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to flood, storm, earthquake, fire, war, epidemic, pandemic if it results in stoppage of work, civil commotion, procedural delays due to the absence of the competent authorities in granting of certificates or clearances/renewals, , any change in law which affects the development of the Project, State and Kolkata Municipal Corporation elections. Notwithstanding anything to the contrary, it is expressly agreed that Force Majeure shall not include market conditions,

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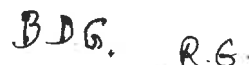
*B.D.G. R.G.*

financial difficulties, labour unrest, administrative problems or anything that arises due to or is attributable to any act, omission, breach or violation by any Party or to any violation of Building Rules or any other law by the Developer.

17.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15 (Fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure. The time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

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

17.4 Subject as above, the parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.



**18. NO TRANSFER AT PRESENT AND NO PARTNERSHIP:**

18.1 Nothing in these presents is intended to or shall be construed as a transfer or assignment of the said premises or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer.

18.2 The Owners and the Developer have entered into this agreement for the limited purpose of development and construction of the Said project and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

**19. INDEMNITY:**

19.1 The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage, cost, claim, demand action, proceeding or liability (whether Criminal or Civil) suffered by the Owners in relation to the development and construction of the Said project and/or those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees or any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

19.2 That the Owners shall keep the Developer indemnified against any liability arising out of any defect in title in respect of the Said Premises save and except the pending litigations herein and it shall be the obligation and responsibility of the Owners, to remedy and/or cure the same at its own cost and the Owners shall, keep the Developer and its Partners and each one of them saved harmless and fully indemnified from and against all damages costs charges claims actions suits and proceedings including litigation costs save and except in circumstances

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as defined herein.

**20. COMPLETE AGREEMENT:**

20.1 This Agreement constitutes the entire agreement between the Parties. The Parties agree that all previous agreements and understandings between the parties have stood revoked and besides this agreement there is no other agreement or understanding by or between the parties hereto.

**21. NOTICES:**

21.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4<sup>th</sup> day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered\* post without the same being served.

**22. ARBITRATION:**

22.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said premises or determination of any liability shall be referred to the Sole Arbitrator being Mr Jugal Kishore Khetawat son of Late Rameshwar Khetawat, under the Arbitration and Conciliation- Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitrator shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

(i) The Arbitrator shall have summary powers and will be entitled to lay down their own procedure.

(ii) The Arbitrator will be at liberty to give interim orders and/or

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directions.

- (iii) The Arbitrator shall be entitled to rely on oral submissions made by the parties and to pass awards and/or direction
- (iv) The Arbitrator will be at liberty to award compensation and the parties agree not to challenge the authority of the Arbitrators in awarding such compensation.
- (v) The place of arbitration shall be Kolkata and the language used shall be English.

### 23. JURISDICTION:

23.1 In as much as the said premises is situated within the municipal limits of Kolkata Municipal Corporation, Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suit and proceedings arising out of these presents

### THE FIRST SCHEDULE ABOVE REFERRED TO :

#### PART I PREMISES

**ALL THAT** the piece and parcel of land containing an area of 37 Cottahs 13 Chittack 12 sq. ft. (more or less) together with Ground plus one storied building and various structure standing thereon all aggregating 11000 Sq.ft being Premises No. 11Sarat Bose Road, Kolkata 700 020 together with right over the common passage leading from Sarat Bose Road P.S. Bhowanipore and butted and bounded as follows: WARD NO: - 70 ZONE: - A.J.C BOSE ROAD - PAADAPUR.

ON THE NORTH: By Premises No. 231/1 AJC Bose Road, Kolkata

ON THE SOUTH: By Premises No. 11/3Sarat Bose Road and Common Passage

ON THE EAST: By Premises No, 9 Sarat Bose Road and partly by 11/1 & 11/2 Sarat Bose Road

ON THE WEST: By South Club

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**PART II PREMISES**

**ALL THAT** the piece and parcel of land containing an area of 25 Cottahs 4 Chitack 12 sq. ft. (more or less) together with a Ground plus ome storied building and outhouses standing thereon aggregating 7000 Sq.ft being Premises No. 9S arat Bose Road, Kolkata 700 020 P.S. Bhowanipore and butted and bounded as follows:

ON THE NORTH: By Premises No. 7 Sarat Bose Road

ON THE SOUTH: By Premises No. 11/1& 11/2 Sarat Bose Road

ON THE EAST: By Sarat Bose Road

ON THE WEST: By Municipal Premises No. 11 Sarat Bose Road and partly by Premises No. 231/1 AJC Bose Road, Kolkata

**(SAID PREMISES)**

**ALL THAT** the piece and parcel of land containing an area of 63Cottahs 1 Chitack 24 sq. ft. (more or less) together with two stories buildings and outhouses and/or constructions thereon measuring 11000 Sq.ft on the ground floor and 7000 Sq.ft on the First floor situate lying at and being Premises No. 11 Sarat Bose Road, Kolkata 700 020 together with right over the common passage leading from Sarat Bose Road P.S. Bhowanipore and butted and bounded as follows:

ON THE NORTH: By Premises No. 7 Sarat Bose Road and Premises No. 231/1 AJC Bose Road, Kolkata

ON THE SOUTH: By Premises No. 11/1& 11/2 Sarat Bose Road and by Premises No. 11/3 Sarat Bose Road and Common Passage

ON THE EAST: By Sarat Bose Road& 11/1 Sarat Bose Road

ON THE WEST: By Kolkata Municipal Corporation Park and South Club

**THE SECOND SCHEDULE ABOVE REFERRED TO :****(TITLE DEEDS)**

Sl. No.	Deed No.	Date	Name of the Purchaser
1	4478	23/05/2001	Com-tel Leasing & Finance Pvt. Ltd
2	5861	03/05/2001	Rajshree Gaggar
3	4921	23/05/2001	Bhagwati Devi Gaggar

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4	4914	23/05/2001	Ratan Lal Gagger
5	3875	03/05/2001	Creative Garments Pvt. Ltd.
6	4481	23/05/2001	RLG Consultants Pvt. Ltd.
7	4912	03/05/2001	Sapna Estates Pvt. Ltd.
8	5777	03/05/2001	Anirudha Medico Centre Pvt. Ltd.
9	5778	03/05/2001	Ritik Diagnostics Pvt. Ltd
10	5779	23/05/2001	Fancy Properties Pvt. Ltd.
11	5780	23/05/2001	Native Construction Pvt. Ltd.
12	5782	03/05/2001	Abhinav Properties Pvt. Ltd
13	5959	16/07/2004	Sapna Estates Pvt. Ltd. & 11 Others

### **THE THIRD SCHEDULE**

#### **PART-I**

##### **Common Areas**

1. Ground floor lobbies to be fully finished with imported marble/stones with air-conditioning and modern look.
2. Lifts to be high speed elevators. Minimum of ~~2~~ (two) passenger elevator and service elevator. All elevators to be at least for 12(twelve) passengers.
3. Fire Fighting and prevention equipment as per statute and norms.
4. Generator, with adequate back-up (based on the requirement of the Transferees in respect of his/her/their/its Unit but at an additional cost, and 100% (hundred percent) power back up for such of the common services and areas as determined by the Architect.
5. CCTV in the entirety of the common areas of the Building(s) with a central control zone.

##### **Amenities**

- i. Centrally air-conditioned community hall (self-equipped with pantry and toilets), forming a part of the Club House.
- ii. Changing rooms for men and women, forming a part of the Club House.

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- iii. Air-Conditioned gymnasium, forming a part of the Club House.
- iv. Indoor games room, forming a part of the Club House.
- v. Indoor swimming pool with changing rooms, forming a part of the Club House

**THE THIRD SCHEDULE**

**PART-II**

Specifications	
<b>Structure</b>	RCC framed structure with seismic compliance as per IS code
<b>Living Room / Dining Area</b>	
Flooring	: Imported/ Italian Marble not exceeding Rs.300/-
Wall	: Ready to Paint
Ceiling	: Ready to Paint
Main door	: Doors with frames
Internal doors	: Doors with frames
Windows/ Glazing	: Aluminum powder coated toughened windows. In case of fully openable window, glass railing is to be provided
Electrical	: Concealed copper wiring, Modular switches with Video Door Phone.
<b>Bedrooms</b>	
Flooring	: Imported Marble not exceeding Rs.300/-
Wall	: Ready to Paint
Ceiling	: Ready to Paint
Internal doors	: Doors with frames
Windows/ Glazing	: Aluminum powder coated toughened windows. In case of fully openable window, glass railing is to be provided
Electrical	: Concealed copper wiring, Modular switches.
<b>Balcony</b>	
Flooring	: Imported Marble not exceeding Rs.300/-
Wall	: Ready to Paint
Ceiling	: Ready to Paint
Railing	: Laminated glass railing
<b>Kitchen</b>	
Flooring	: Kitchen floors to be anti-skid tiles.
Wall	: Tiles upto 3 ft. above platform, other wall areas Ready to paint
Door	: Doors with frames
Plumbing	: Hot & cold water line provisions
Windows/ Glazing	: UPVC / Aluminium powder coated windows with exhaust fans.
Others	: Granite top with sink
<b>Toilets</b>	
Flooring	: Marble
Wall	: Tiles on the walls upto the false ceiling level.

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Ceiling	:	Ready to Paint
Door	:	Doors with frames
Windows/ Glazing	:	UPVC/ Aluminium powder coated toughened windows with exhaust fans
Sanitary ware	:	Sanitary ware and fittings. Provision for geysers in each toilet or for pressure pumps in each Apartment.
CP Fittings	:	CP Fittings of Premium brands as selected by the Architect
Electrical	:	Concealed copper wiring, Modular switches
<b>Utility</b>		
Flooring	:	Anti skid tiles
Wall	:	Ready to Paint
Ceiling	:	Ready to Paint
Electrical	:	Concealed copper wiring, Modular switches
<b>Servant's Room</b>		
Flooring	:	vitrified tiles
Wall	:	Ready to Paint
Ceiling	:	Ready to Paint
Door	:	Doors with frames
<b>Servant's Toilet</b>		
Flooring	:	Anti skid tiles
Wall	:	Ready to Paint
Ceiling	:	Ready to Paint
Door	:	Doors with frames
Windows/ Glazing	:	Aluminum double glazed toughened windows with clear glass
Bathroom	:	Sanitary Fittings
<b>Terrace</b>	:	Water Proofing to be done at all the open terrace attached to the Units

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

**SIGNED AND DELIVERED BY THE OWNERS**

PS RADSONI REALTY PVT. LTD.

*[Signature]*  
Director

**AT KOLKATA IN THE PRESENCE OF :**

- 1. Dhruv Sethia  
85 A Sarat Bose Road  
3<sup>rd</sup> Floor, Kolkata
- 2. Md Rashid Khan  
9. Beek Bagan Row  
Kolkata. 700017

*[Signature]*

Bhaswati Devi, sgr  
*[Signature]*

**SIGNED AND DELIVERED BY THE DEVELOPER**

**AT KOLKATA IN THE PRESENCE OF :**

PS GROUP REALTY PVT. LTD.

*[Signature]*  
Director / Authorised Signatory

- 1. Dhruv Sethia
- 2. Md Rashid Khan

*Drafted by [Signature]*












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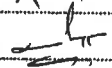
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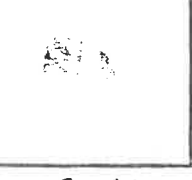




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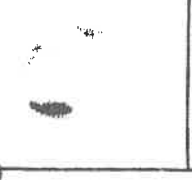




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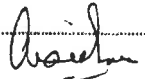
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Name RATAN LAL GAGGAR  
 Signature 

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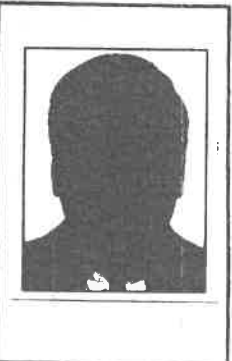










Name BHAGWATI DEVI GAGGAR  
 Signature Bhagwati Devi Gagar

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Name AJAY GAGGAR  
 Signature 

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	right hand					

Name RAJSHREE GAGGAR  
 Signature *Rajshree*

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	right hand					

Name SURENDRA KR. DUGAR  
 Signature *Surendra*

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PHOTO	left hand					
	right hand					

Name .....  
 Signature .....

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



AABCP7082K

नाम /NAME

PADRONE MARKETING PVT LTD

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

20-03-1995

*[Handwritten Signature]*

आयकर अधिकारी, प.नं.-XI

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

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



स्थायी खाता संख्या कार्ड  
Permanent Account Number Card  
ADVPG1043M




पिता का नाम/ Father's Name  
RAJAN LAL GAGGAR


जन्म तिथि/ Date of Birth  
14/08/1963

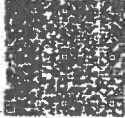
  
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নাম / Name  
Ajeet Gagar  
জন্মতারিখ / DOB: 14/08/1963  
লিঙ্গ / GENDER  
পুরুষ / MALE




  
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

আধার - সাধারণ মানুষের অধিকার

  
[Redacted] প্রাধিকরণ  
[Redacted] OF INDIA

ঠিকানা: Address  
11, সরৎ বোস রোড,  
এল.আর.সারানী, কোলকাতা,  
পশ্চিম বঙ্গ - 700020  
11, SARAT BOSE  
ROAD, L.R.Sarani,  
Kolkata,  
West Bengal - 700020



1947 1800 300 1947  help@uidai.gov.in  www.uidai.gov.in  P.O. Box No. 1947, Bengaluru-560 001

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER	ADVPG9976H	
नाम /NAME	RATANLAL GAGGAR	
पिता का नाम /FATHER'S NAME	ONKAR GAGGAR	
जन्म तिथि /DATE OF BIRTH	01-12-1932	
हस्ताक्षर /SIGNATURE		
		आयकर अधिकारी, प.पं.-XI COMMISSIONER OF INCOME-TAX, W.B. - XI





भारत सरकार

Unique Identification Authority of India



**E-Aadhaar Letter**

তালিকাভুক্তির নম্বর/Enrolment No.: 1215/80039/02031

Ratan Lal Gaggar (রতন লাল গাগর)

11, SARAT BOSE ROAD, L.R.Sarani, Kolkata,  
West Bengal - 700020

আপনার আধার সংখ্যা/ Your Aadhaar No.:

**8624 6670 7341**



আধার-সাধারণ মানুষের অধিকার

1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Signature Not Verified  
Digitally signed by UNIQUE  
IDENTIFICATION AUTHORITY OF INDIA  
Date: 2015.09.11 11:43:50 IST

- আধার সারা দেশে মান্য
- আধার আধারের জন্য আপনার একবারই তালিকাভুক্তি করার আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওয়া সহজ হবে।

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
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ভারত সরকার



পরিচয় নিশ্চিতকরণ প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



রতন লাল গাগর  
Ratan Lal Gaggar  
জন্মতারিখ/ DOB: 01/12/1932  
পুরুষ / MALE



ঠিকানা:

11, শরৎ বোস রোড,  
এল.আর.সারানী, কোলকাতা,  
পশ্চিম বঙ্গ - 700020

Address:

11, SARAT BOSE ROAD,  
L.R.Sarani, Kolkata,  
West Bengal - 700020

8624 6670 7341

8624 6670 7341

আধার-সাধারণ মানুষের অধিকার

Aadhaar-Aam Admi ka Adhikar

Date: 11/09/2015



भारत सरकार  
Unique Identification Authority of India

Enrolment No.: 2016/00420/57078

Download Date: 15/07/2017

To  
Bhagwati Devi Gaggar  
W/O Ratan Lall Gaggar  
11  
SARAT BOSE ROAD  
L.R.Sarani  
Kolkata L.r.sarani  
West Bengal - 700020  
9674321564

Generation Date: 20/7/2017

Validity: unknown

Download Date: 15/07/2017  
Generation Date: 20/7/2017



आपका आधार क्रमांक / Your Aadhaar No. :

**6313 3452 3817**

मेरा आधार, मेरी पहचान



Bhagwati Devi Gaggar

DOB: 14/05/1938  
FEMALE



**6313 3452 3817**

मेरा आधार, मेरी पहचान



भारतीय अद्वितीय पहचान प्राधिकरण  
Unique Identification Authority of India

Address:

W/O Ratan Lall Gaggar, 11,  
SARAT BOSE ROAD,  
L.R.Sarani, Kolkata,  
West Bengal - 700020

**6313 3452 3817**

1947

help@uidai.gov.in

www.uidai.gov.in

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

ADVPG2154M



नाम / NAME  
BHAGWATI DEVI GAGGAR

पिता का नाम / FATHER'S NAME  
NATHMAL SOMANI

जन्म तिथि / DATE OF BIRTH  
14-05-1938

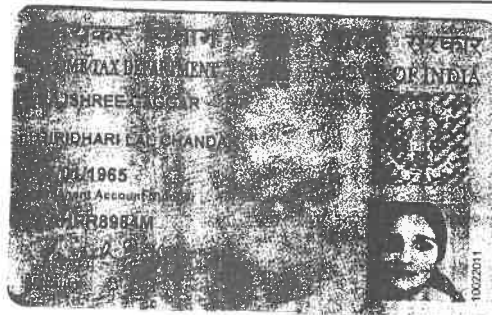
हस्ताक्षर / SIGNATURE

*Bhagwati Devi Gaggar*



आयकर अधिकारी, प.बी. - XI

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



TAX DEPARTMENT

OF INDIA

SHREE LAGAR

RISHARI LAL CHAND

1965

Account

118883M



1002201



भारतीय विशिष्ट पहचान प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India



### E-Aadhaar Letter

তালিকাভুক্তির নম্বর/Enrolment No.: 1215/80039/02034

Rajshree Gaggar (রাজশ্রী গাগর)

11, SARAT BOSE ROAD, L.R.Sarani, Kolkata,  
West Bengal - 700020

আপনার আধার সংখ্যা/ Your Aadhaar No.:

**9067 8091 7845**



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়াময় তৈরী পত্র

#### INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

#### আধার-সাধারণ মানুষের অধিকার

1947  
1800 300 1947

help @ uidai.gov.in

www.uidai.gov.in

Validity unknown

Digitally signed by Unique Identification Authority of India  
Date: 2015.09.08 14:14:05 IST

- আধার সারা দেশে মান্য
- আধার আধারের জন্য আপনার একবারই তালিকাভুক্তি করার আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওনা সহজ হবে।

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- You need to enrol only once for Aadhaar.
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भारतीय विशिष्ट पहचान प्राधिकरण  
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

রাজশ্রী গাগর  
Rajshree Gaggar  
জন্মতারিখ/ DOB: 07/01/1965  
মহিলা / FEMALE



ঠিকানা:  
11, শরৎ বোস রোড,  
এল.আর.সারনী, কোলকাতা,  
পশ্চিম বঙ্গ - 700020

Address:  
11, SARAT BOSE ROAD,  
L.R.Sarani, Kolkata,  
West Bengal - 700020

9067 8091 7845

9067 8091 7845

আধার-সাধারণ মানুষের অধিকার

Aadhaar-Aam Admi ka Adhikar

Date: 08/09/2015

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SURENDRA KUMAR DUGAR

JHUMARMAL DUGAR

11/01/1960

Permanent Account Number

ACUPD1317K

*Surendra Kumar Dugar*

Signature



26022005

इस कार्ड के खो जाने पर / खोया हुआ कार्ड मिलने पर  
कृपया सूचित करें / लौटाएं :  
आयकर पैन सेवा इकाई, एन एन डी एल  
मिस्री मंजिल, ट्रेड वर्ल्ड, ए विंग, कमला मिल्स कम्पाउंड  
एस. बी. मार्ग, लोअर परेल, मुम्बई - 400 013.

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
3rd Floor, Trade World, A Wing,  
Kamala Mills Compound,  
S. B. Marg, Lower Parel, Mumbai - 400 013.

tel: 91-22-2499 4650, Fax: 91-22-2495 0664,  
mail: tininfo@nsdl.co.in

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भारत सरकार  
GOVERNMENT OF INDIA



सुरेन्द्र कुमार दुगार  
Surendra Kumar Dugar  
जन्मतिथि/DOB: 11/01/1960  
पुरुष / MALE



8876 4445 8052

आधार - साधारण मानुषेअर अधिकार

भारत सरकार  
GOVT. OF INDIA  
आवास और शहरी विकास  
Department of Urban Housing  
AABCP5390E  
PS GROUP REALTY PRIVATE  
LIMITED  
02/08/1988





भारत सरकार  
GOVERNMENT OF INDIA

ठिकाना:  
५२-४-१, बि.सि. रोड,  
बालीगुंज, कोलकाता,  
पश्चिमबंग - 700019

Address  
52/4/1, B.C. ROAD,  
Ballygunge S.O,  
Kolkata,  
West Bengal - 700019

8876 4445 8052 

1947 1800 300 1947  help@ukdel.gov.in  www.ukdel.gov.in  P.O. Box No.1947, Bengaluru-560 001

Address Name	: [Illegible]
Address No	: [Illegible]
Address Name	: [Illegible]
Address No	: [Illegible]

Address	: [Illegible]
Address No	: [Illegible]
Address Name	: [Illegible]
Address No	: [Illegible]
Address Name	: [Illegible]
Address No	: [Illegible]
Address Name	: [Illegible]
Address No	: [Illegible]
Address Name	: [Illegible]
Address No	: [Illegible]

Under direct Government Programme,  
 via [Illegible] [Illegible] [Illegible]

Signature of [Illegible]  
 [Illegible] [Illegible] [Illegible]

### Major Information of the Deed

Deed No :	I-1904-02184/2022	Date of Registration	08/02/2022
Query No / Year	1904-2000199201/2022	Office where deed is registered	
Query Date	19/01/2022 5:56:49 PM	1904-2000199201/2022	
Applicant Name, Address & Other Details	Gaggar And Co LLP 6, Old Post Office Street,,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420987093, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 49,24,51,282/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 4,00,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Bose Road. Road Zone : (A.J.C. Bose Road -- Paddapukur (Ward No. 70)) , , Premises No: 11, , Ward No: 000 Pin Code : 700020

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	63 Katha 1 Chatak 24 Sq Ft	1/-	47,70,61,282/-	Property is on Road
<b>Grand Total :</b>				<b>104.1081Dec</b>	<b>1 /-</b>	<b>4770,61,282 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	18000 Sq Ft.	1/-	1,53,90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 11000 Sq Ft.,Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 7000 Sq Ft.,Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>18000 sq ft</b>	<b>1 /-</b>	<b>153,90,000 /-</b>	

No	
1	<b>Padrone Marketing Pvt Ltd</b> 23, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Mr Ratan Lal Gaggar (Presentant )</b> Son of Late Onkar Mal Gaggar 11, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ADxxxxx6H, Aadhaar No: 86xxxxxxx7341, Status :Individual, Executed by: Self, Date of Execution: 25/01/2022 , Admitted by: Self, Date of Admission: 25/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/01/2022 , Admitted by: Self, Date of Admission: 25/01/2022 ,Place : Pvt. Residence
3	<b>Mrs Bhagwati Devi Gaggar</b> Wife of Mr Ratan Lal Gaggar 11, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxx4M, Aadhaar No: 63xxxxxxx3817, Status :Individual, Executed by: Self, Date of Execution: 25/01/2022 , Admitted by: Self, Date of Admission: 25/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/01/2022 , Admitted by: Self, Date of Admission: 25/01/2022 ,Place : Pvt. Residence
4	<b>Mrs Rajshree Gaggar</b> Wife of Mr Ajay Gaggar 11, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AAxxxxx4M, Aadhaar No: 90xxxxxxx7845, Status :Individual, Executed by: Self, Date of Execution: 25/01/2022 , Admitted by: Self, Date of Admission: 25/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/01/2022 , Admitted by: Self, Date of Admission: 25/01/2022 ,Place : Pvt. Residence

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>PS Group Realty Private Limited</b> 1002, E. M. Bye Pass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 , PAN No.:: AAxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Surendra Kumar Dugar</b> Son of Late J M Dugar 2B, DOVER ROAD. City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxx7K, Aadhaar No: 88xxxxxxx8052 Status : Representative, Representative of : PS Group Realty Private Limited (as Director)
2	<b>Mr Ajay Gaggar</b> Son of Mr Ratan Lal Gaggar 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , PAN No.:: ADxxxxx3M, Aadhaar No: 65xxxxxxx6354 Status : Representative, Representative of : Padrone Marketing Pvt Ltd (as Director)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Subhas Chandra Das</b> Son of Late P Das 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001			

Identifier Of Mr Ratan Lal Gaggar, Mrs Bhagwati Devi Gaggar, Mrs Rajshree Gaggar, Mr Surendra Kumar Dugar, Mr Ajay Gaggar

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Padrone Marketing Pvt Ltd	PS Group Realty Private Limited-57.2595 Dec
2	Mr Ratan Lal Gaggar	PS Group Realty Private Limited-15.6162 Dec
3	Mrs Bhagwati Devi Gaggar	PS Group Realty Private Limited-15.6162 Dec
4	Mrs Rajshree Gaggar	PS Group Realty Private Limited-15.6162 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Padrone Marketing Pvt Ltd	PS Group Realty Private Limited-4500.00000000 Sq Ft
2	Mr Ratan Lal Gaggar	PS Group Realty Private Limited-4500.00000000 Sq Ft
3	Mrs Bhagwati Devi Gaggar	PS Group Realty Private Limited-4500.00000000 Sq Ft
4	Mrs Rajshree Gaggar	PS Group Realty Private Limited-4500.00000000 Sq Ft

On 25-01-2022

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

Presented for registration at 18:00 hrs on 25-01-2022, at the Private residence by Mr Ratan Lal Gaggar , one of the Executants.

**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 49,24,51,282/-

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

Execution is admitted on 25/01/2022 by 1. Mr Ratan Lal Gaggar, Son of Late Onkar Mal Gaggar, 11, Road: Sarat Bose Road, , P.O: Elgin Road, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Professionals, 2. Mrs Bhagwati Devi Gaggar, Wife of Mr Ratan Lal Gaggar, 11, Road: Sarat Bose Road, , P.O: Elgin Road, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession House wife, 3. Mrs Rajshree Gaggar, Wife of Mr Ajay Gaggar, 11, Road: Sarat Bose Road, , P.O: Elgin Road, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession House wife

Identified by Mr Subhas Chandra Das, , Son of Late P Das, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

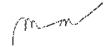
**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 25-01-2022 by Mr Surendra Kumar Dugar, Director, PS Group Realty Private Limited, 1002, E. M. Bye Pass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105

Identified by Mr Subhas Chandra Das, , Son of Late P Das, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 25-01-2022 by Mr Ajay Gaggar, Director, Padrone Marketing Pvt Ltd, 23, Sarat Bose Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr Subhas Chandra Das, , Son of Late P Das, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

On 03-02-2022

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 4,00,105/- ( B = Rs 4,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 4,00,021/-

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

Online on 20/01/2022 5:08PM with Govt. Ref. No: 192021220166768971 on 20-01-2022, Amount Rs: 4,00,021/-,

Bank: Indian Bank ( IDIB000C001), Ref. No. IB20012022351028 on 20-01-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/01/2022 5:08PM with Govt. Ref. No: 192021220166768971 on 20-01-2022, Amount Rs: 74,921/-, Bank: Indian Bank ( IDIB000C001), Ref. No. IB20012022351028 on 20-01-2022, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

**On 08-02-2022**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 4,00,105/- ( B = Rs 4,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-

**Payment of Stamp Duty**

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

1. Stamp: Type: Impressed, Serial no 2758, Amount: Rs.100/-, Date of Purchase: 12/01/2022, Vendor name: S Mondal



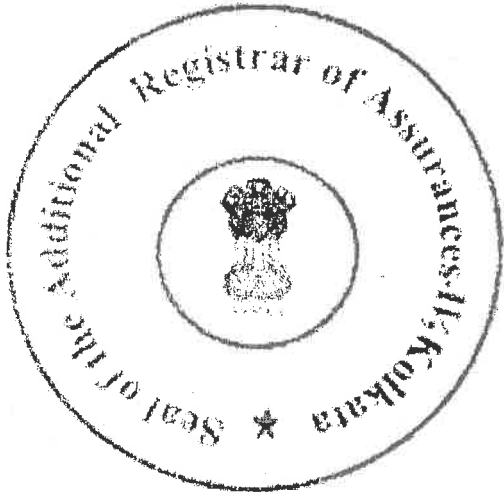
**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

of Registration under section 60 and Rule 69.

in Book - I

number 1904-2022, Page from 239840 to 239916

190402184 for the year 2022.



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MUKHOPADHYAY  
Date: 2022.02.16 09:15:50 +05:30  
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*Ranjit Chakrabarty*  
PS Group Realty Pvt. Ltd.