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THIS DEVELOPMENT AGREEMENT made 21 day of June 2018.

5 1 JUN 5018

BETWEEN

PCS FORMS PRIVATE LIMITED (CIN: U51109WB1997PTC084685 and Income-tax PAN: AACCP8137P), a company within the meaning of the Companies Act, 2013 and having its registered office at 58, Metcalfe Street, 2nd Floor, Unit No. 2C, Kolkata - 700013, P.O. Dharmatala, P.S. Bowbazar, represented by one of its Director and



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CODE NO. (1067)

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA SIOS MUL I S Sporton 2005 Sporton 2005 Sporton 2005 Sporton 2005

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

GRN:

19-201819-025096784-1

Payment Mode Online Payment

GRN Date: 20/06/2018 18:41:08

BRN:

548904347

BRN Date: 20/06/2018 18:41:47

DEPOSITOR'S DETAILS

ld No.: 19040000851166/5/2018

(Query No./Query Year)

Name:

Rajlakshmi Marketing Pvt Ltd

Contact No.:

Mobile No.

+91 9831899977

E-mail:

raunakgroup1@yahoo.co.in

Address:

829A Lake Town BlockA Kolkata 700089

Applicant Name :

Mr Goutam Das

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 5

FAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000851166/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19040000851186/5/2018	Property Registration-Registration	0030-03-104-001-16	100105

Total

175126

In Words:

Rupees One Lakh Seventy Five Thousand One Hundred Twenty Six only



OF ASSURANT W. KOLKATA

2 1 JUN 2018

authorised signatory Shri Alok Kumar Agarwal, (Income-tax PAN: ACZPA5548A), son of Late Om Prakash Agarwal, by faith Hindu, by occupation Business, by nationality Indian, residing at 12/1A, Dr P K Banerjee Road, Howrah - 711 101, P.O. & P.S. Howrah, District-Howrah, hereinafter referred to as the 'OWNER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the ONE PART

AND

PVT. LTD (CIN: RAJLAKSHMI MARKETING U51909WB2008PTC123327) and (PAN: AAECR0256J), a company within the meaning of the Companies Act, 2013 and having its registered office at JJ House, Block-A, 829/A, Lake Town, Kolkata-700089, represented by one of its Director and authorised signatory Shri Raunak Jhunjhunwala, (PAN: AEYPJ0495G), son of Shri Sushil Jhunihunwala, by faith Hindu, by occupation Business, by nationality Indian, residing at JJ House, Block-A, 829/A, Lake Town, Kolkata-700089, hereinafter referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest) of the OTHER PART:

WHEREAS

One Promod Chandra Sirkar was the absolute owner of "All
That the old two storied brick built messuages, tenement or
dwelling house together with the piece and parcel of partly
Mokarari partly Raiyat Sthitiban land both partly Bagan and
Pond, in permanent transferable hereditable rights belonging



ADDITIONAL REGISTRAR OF ASSURANCE SHV, KOLKATA

2 1 JUN 2018

to and on part thereof, the same have been erected and built also together with other old brick built structures with titled roofs containing by estimation an area of 3 Bighas 6 Cottahs 14 Chittacks 31 Square Feet, be the same a little more or less comprised in Touzi No. 146, J.L. No. 45, Mouza Doharia, Village Madhyamgram, Police Station and S.R.O. Barasat in the District of the then 24 Parganas consisting of the following C.S. Plots and Khatian:

- (a) Portion of Cadestral Survey Plot No. 717, Khatian No. 542 thereafter recorded in the next settlement as R.S. Plot No. 717, Jamabandi (Parcha) No. 275, in Khatian No. 542 with Rayati Mokarari interest;
- (b) C.S. Plot No. 718 and portion of S.S. Plot No. 716 under Khatian No. 237 thereafter recorded in the next settlement as R.S. Plot Nos. 716 and 718, Jamabandi (Karcha) No. 618, in Khatian No. 839".
- While seized and possessed of the said entire land, the said Promod Chandra Sirkar sold transferred and conveyed the said entire land and the said old buildings together with other structures situated thereat unto and in favour of Smt. Aloka Rani Mitra by a Deed of Conveyance dated 6th day of July, 1961 duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 81, Pages 1 to 8 being No. 7364 for the year 1961, against consideration and absolutely and forever.

- 3. While seized and possessed of the said entire land the said Smt. Aloka Rani Mitra, by an Indenture of Conveyance dated 07th day of September 1981 registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 367, Pages 93 to 101 Being No. 7698 for the year 1981 duly sold transferred and conveyed a portion of the said property measuring about 1 Bigha 2 Cottahs 5 Chittacks, be the same a little more or less, out of the said entire land, together with said two storied old brick built building and some other brick built structures with tiled roofs thereat and undivided share and or rights in the strip of land measuring 11 Cottahs as private and common passage in between the two portions of the said property unto and in favour of Smt. Krishna Dutta, wife of Sri Aloke Kumar Dutta, at and for consideration as mentioned therein absolutely and forever.
- 4. By another Indenture of Conveyance dated 07th day of September 1981, registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 346, Pages 254 to 264 Being No. 7601 for the year 1981, the said Smt. Aloka Rani Mitra duly sold transferred and conveyed the remaining portion of the said property measuring about 1 Bigha 13 Cottahs 1 Chittack 8 square feet, be the same a little more or less, together with said old brick built structures having tiled roof and undivided share and or rights in the strip of land measuring 11 Cottahs as private and common passage in between the two portions of the said property to Sri Aloke Kumar Dutta at and for the consideration as mentioned therein, against consideration absolutely and forever.

- 5. Thus, by the above said purchases the said Sri Aloke Kumar Dutta and Smt. Krishna Dutta became absolute owners of the said property being "All that piece and parcel of land measuring more or less 55 Cottahs 7 Chittaks and 13 sq.ft, together with undivided right over the common passage measuring 11 Cottahs, totalling 3 Bighas 6 Cottahs 14 Chittaks and 31 sq.ft, comprised in C.S. Plot Nos. 716, 717 and 718J.L No.45, Touzi No.146, Mouza- Doharia, P.S. Madhyamgram" and having seized and possessed of mutated their names with the records of the Madhyamgram Municipality as owner thereof and the municipality separately assessed/renumbered their respective portion of the said property as Municipal Holding Nos. 378 and 378/1, Jessore Road (South), East Bankimpally, P.S. Madhyamgram, Ward No.10, Madhyamgram Municipality, District- North 24 Parganas.
- 6. By a Deed of Conveyance dated 3rd day of September, 2007 and registered with the office of the Additional District Sub-Registrar, Barasat, North 24-Parganas, recorded in Book I, CD Volume Number 2, Pages 13328 to 13351 Being No. 03341 for the year 2007, the said owner Smt. Krishna Dutta and Sri Aloke Kumar Dutta, jointly referred therein as Vendors of First Part, PCS Forms Private Limited, therein referred to as the Purchaser of the Second Part and one Sri Kailash Ghosh, therein referred to as the Confirming Party of the Third Part, the said Vendors Smt. Krishna Dutta and Sri Aloke Kumar Dutta, in concurrence and agreement of the said confirming

party, duly sold transferred and conveyed the said property being "All that piece and parcel of land measuring more or less 55 Cottahs 7 Chittaks and 13 sq.ft, together with undivided right over the common passage measuring 11 Cottahs, totalling 3 Bighas 6 Cottahs 14 Chittaks and 31 sq.ft, comprised in C.S. Plot Nos. 716, 717 and 718, J.L No.45, Touzi No.146, Mouza- Doharia, P.S. Madhyamgram" (hereinafter referred to as Plot-A) unto and in favour of the said purchaser against consideration absolutely and forever and free from all encumbrances.

- 7. The said erstwhile owner Pramod Chandra Sarkar, by way of inheritance, also became an owner of a piece and parcel of Bagan land, measuring more or less 21 Cottahs 10 Chittaks and 14 sq.ft, comprised in R.S. Dag No.716, lying and situated at Mouza- Doharia, J.L.No.45, Touzi No146, P.S. Madhyamgram, District- North 24 Parganas.
- 8. While seized and possessed of the said land, the said Pramod Chandra Sarkar, executed a registered Deed of Lease dated 1st January, 1957, with Burma Shell Oil Storage and Distributing Company of India Ltd thereby leasing out the said property initially for a period of 15 years with two renewals of 10 years each. The said lessee Burma Shell Oil Storage and Distributing Company of India Ltd, set up a Petrol Pump on the said property.
- During the continuance of the said lease period, the said lessor
 Pramod Chandra Sarkar died intestate on 17th December,

1968 leaving behind his wife Lily Sirkar, three sons namely Jayanta Kumar Sarkar, Ranjan Kumar Sarkar and Gautam Kumar Sarkar and only daughter Amita Mazumder, who succeeded to the estate of the said deceased jointly and equally.

- 10. Due to efflux of time, Jayanta Kumar Sarkar, Lily Sarkar and Amita Majumdar also died intestate and after their death Ranjan Kumar Sarkar, Gautam Kumar Sarkar, Rita Sarkar (widow of Jayanta Kumar Sarkar) Susanta Sarkar (son of Jayanta Kumar Sarkar), Palash Mazumder (son of Amita Mazumder), Mallika Bose (daughter of Amita Mazumder), being legal heirs of the said deceased persons became joint owners, each having their respective right and interest over the said property, according to their inheritance and succession.
- 11. After the expiry of the lease term of the said Lease Deed dated 1st January, 1957, the said joint owner instituted a title suit being T.S. No.37 of 2006, before the Ld. 1st Civil Judge (Sr. Division) at Barasat, against the said lessee/occupier Bharat Petroleum Corporation Ltd (formerly known as Burma Shell Oil Storage and Distributing Company of India Ltd), praying for passing of orders for eviction of the said occupier. The said suit on contest was decreed on 21.09.2012, in favour of the owners herein wherein the Ld. Judge directed the said occupier to evict the suit premises and handover vacant possession of the same unto the owners herein. The said occupier preferred an appeal before the Calcutta High Court being SAT No.200 of

2014 with CAN 5347 of 2014, but upon hearing the said appeal was dismissed on 12.12.2014. After passing of the said orders, the said occupier handed over vacant peaceful possession of the said subjected property to the owners herein.

- 12. By a Deed of Conveyance dated 30th January, 2017 being Deed No.584 of 2017, the said owner Ranjan Kumar Sarkar, Gautam Kumar Sarkar, Rita Sarkar (widow of Jayanta Kumar Sarkar) Susanta Sarkar (son of Jayanta Kumar Sarkar), Palash Mazumder (son of Amita Mazumder), Mallika Bose (daughter of Amita Mazumder) duly sold conveyed transferred and delivered "All that piece and parcel of land measuring 1 Cottah 8 Chittaks, being Plot-B, Mouza- Doharia, P.S. Madhyamgram, C.S. Plot Nos. 716, J.L. No.45, Touzi No.146, now known as Holding No.379, Jessore Road, East Bankimpally, P.S. Madhyamgram, Ward No.10, Madhyamgram Municipality, District- North 24 Parganas" (hereinafter referred to as Plot-B) out of the said plot of land, unto and in favour of P.C.S Forms Private Limited, against consideration and absolutely and forever free from all encumbrances.
- 13. By a Deed of Conveyance dated 30th January, 2017 being Deed No.596 of 2017, the said owner Ranjan Kumar Sarkar, Gautam Kumar Sarkar, Rita Sarkar (widow of Jayanta Kumar Sarkar) Susanta Sarkar (son of Jayanta Kumar Sarkar), Palash Mazumder (son of Amita Mazumder), Mallika Bose (daughter of Amita Mazumder) duly sold conveyed transferred and delivered "All that piece and parcel of land measuring 1 Cottah 8 Chittaks, being Plot-B, Mouza-Doharia, P.S. Madhyamgram,

C.S. Plot Nos. 716, J.L. No.45, Touzi No.146, now known as Holding No.379, Jessore Road, East Bankimpally, P.S. Madhyamgram, Ward No.10, Madhyamgram Municipality, District- North 24 Parganas* (hereinafter referred to as Plot-C) out of the said plot of land, unto and in favour of P.C.S Forms Private Limited, against consideration absolutely and forever free from all encumbrances.

- 14. Thus, by the above said purchases, the owner herein P.C.S Forms Private Limited, became absolute owner of the said entire land comprised of Plot-A, B & C being "All that piece and parcel of land measuring more or less 3 Bighas 9 Cottahs 14 Chittaks and 31 sq.ft, comprised in C.S. Plot Nos. 716, 717 and 718, J.L No.45, Touzi No.146, Mouza- Doharia, P.S. Madhyamgram, District- North 24 Parganas" and having seized and possessed of the said entire land mutated their names with the records of the B.L. & L.R.O as owner thereof.
- 15. While seized and possessed of, P.C.S Forms Private Limited, applied for mutation(for a portion of land only) and amalgamation of the said holdings and the same is pending for final consideration by the Madhyamgram Municipality.
- 16. P. C. S. Forms Private Limited, the Owner herein, has also mutated in the Record-of-Rights maintained by the prescribed authority under the West Bengal Land Reforms Act 1955 as Raiyat thereof under L.R. Khatian No. 1307 and since then the Owner herein is regularly paying land revenues and property tax for the same.

- 17. As per the Parcha dated 23.06.2017, the entire property owned and held by the said owner P.C.S. Forms Pvt. Ltd, is 116 Decimals = 70 Cottahs 2 Chittaks (Approx) and the said land is classified as Bagan (Plot No.716 measuring 13 Decimals) Bastu (Plot No.717 measuring 56 Decimals) and Pond (Plot No.718 measuring 47 Decimals).
- In the event aforesaid, P C S Forms Private Limited, the Owner 18. herein, become absolutely seized and possessed of, or otherwise well and sufficiently entitled to as absolute owner of "All That piece and parcel of land containing as per record by estimation an area of 3 Bighas 9 Cottahs 14 Chittacks 31 Square Feet (70 Cottahs 2 Chittaks) be the same a little more or less, together with several old brick built building and some other brick built structures with tiled roofs erected thereat or in a part thereof situate lying at and being the Municipal Holding No. 378 (Plot A) and 379 (Plot- B & C), Jessore Road (South), within the limits of Ward No. 20 of the Madhyamgram Municipality, comprised in L.R. Dag Nos. 716 (Portion), 717 and 718 (formerly comprised in R.S. Dag Nos. 716 (Portion), 717 and 718) under L.R. Khatian No. 1307 of Mouza Doharia, Jurisdiction List No. 45, Police Station and Additional District Sub-Registration Office at Barasat, in the District of North 24 Parganas" (morefully and particularly described in the First Schedule herein before written and hereinafter referred to as the "Said Premises").

- 19. The owner herein has confirmed and assured that the said premises is absolutely free from all encumbrances mortgages charges liens lispendens attachments trusts debutters leases tenancies alignment acquisition requisition and liabilities whatsoever or howsoever.
- 20. The Owner has a clear and valid marketable title in respect of the said Premises and is in peaceful physical vacant possession of the same being duly butted and bounded without any claim or demand interruption disturbance or hindrance of any nature whatsoever or howsoever.
- There is no pending suit or litigation or proceeding filed by or against the said premises in any court of law concerning.
- 22. The Owner has not entered into any agreement for sale, lease, development, tenancy or otherwise for transfer of its rights title, interest, or possession in the said premises or any part thereof nor has in any way created any third party interest over and in respect of the Said Premises.
- 23. There is no legal bar or impediment of any nature whatsoever or howsoever which may prevent the Owner herein from developing the said premises for development as envisaged herein.
- 24. The developer is a renowned company having great experience of construction who is in the construction line for several years and has resources to take up the construction of the said premises on certain terms and conditions.

25. The owner herein intended to develop the said premises and with a view of the same, contacted with the developer therein to undertake the development of the said premises by constructing new multi-storied building thereupon comprising of several self-contained residential flats/units/commercial spaces according to the sanctioned building plan to be duly sanctioned by the Madhyamgram Municipality from its own financial resources and endeavor for ultimate transfer thereof to the intending purchaser/s on the terms and conditions agreed herein and contained hereunder.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this agreement the parties hereto have mutually agreed for development and for constructing new multi-storied building on the said premises and it is hereby mutually agreed to, covenanted and declared by and between the parties hereto as follows:

ARTICLE NO. I

DEFINITION: unless the context or subject otherwise, requires, words of expression contained in this agreement shall have the following meaning.

- a) OWNER: shall mean the owner named above including its legal representatives, successors, successors-in- office, executors, administrators and assigns.
- b) DEVELOPER/BUILDER: shall mean the developer named above and include legal representatives, successors, successors-in- office, executors, administrators and assigns.

- PURCHASER: shall mean and include any intending person, persons, individual, company, Partnership Firm, Body of Individuals etc. interested in purchasing unit/commercial spaces or units in the proposed new building/s at the said premises.
- THE SAID PREMISES/PROPERTY: shall mean and include d) All That piece and parcel of land containing as per record by estimation an area of 3 Bighas 9 Cottahs 14 Chittacks 31 Square Feet (70 Cottahs 2 Chittaks) be the same a little more or less, together with several old brick built building and some other brick built structures with tiled roofs erected thereat or in a part thereof situate lying at and being the Municipal Holding No.378 (Plot A) and 379 (Plot- B & C), Jessore Road (South), within the limits of Ward No. 20 of the Madhyamgram Municipality, comprised in L.R. Dag Nos. 716 (Portion), 717 and 718 (formerly comprised in R.S. Dag Nos. 716 (Portion), 717 and 718) under L.R. Khatian No. 1307 of Mouza Doharia, Jurisdiction List No. 45, Police Station and Additional District Sub-Registration Office at Barasat, in the District of North 24 Parganas.
- e) THE NEW BUILDING/S: shall mean and include the new proposed building consisting of spaces and/or flats, commercial units, car parking and other structures to be constructed on the said premises according to the building plan to be sanctioned by the Madhyamgram Municipality building department.

- f) SANCTIONED BUILDING PLAN: shall mean and include the plan for construction of the proposed multi storied building and/or other structures as may be sanctioned by the Madhyamgram Municipality and/or other appropriate authority or authorities on the maximum possible floor area ratio available under the building rules and laws of the said authority including all or any amendments thereto and/or modification, elevations, designs, maps, drawings and other specification thereof as may be made from time to time for the construction of the proposed multi storied building.
- g) COMMON PARTS/COMMON FACILITIES: shall mean and include the entrance corridors, lobbies, landings, staircases, lift, lift well, lift room, roof/terrace, users right of the building, electric meter room, water pump room, underground and overhead water reservoir, passage and airway, and all open spaces including other common areas, covered spaces, caretaker room, security room, generator room, generator machine etc. whatsoever of the building as may be required for the beneficial use and enjoyment and maintenance of new building and part thereof of the unit holders of the said building.
- h) FLAT/UNIT: Shall mean any self-contained space/commercial unit or apartment in the premises including car parking spaces and all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed together with undivided and impartible right title and interest in the said premises.

- i) MEASURING OF THE FLAT AREAS: Shall according to its context mean plinth area of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate shares or area in the staircase and lobbies of the building.
- j) THE SALEABLE AREA/SPACE: The saleable space shall mean the space in the building available for independent sale, transfer, use and occupation along with undivided proportionate interest and share or common area as defined hereinbefore.
- k) SUPER BUILT UP AREA: Shall mean the area to be certified by the Architect who shall determine the covered area of the said flat/unit/apartment together with the portion of the staircase, common area and such proportionate share in the common parts.
- ROOF: Shall mean and include the entire open space of the roof and/or top of the building excluding the space required for the installation of the overhead water tank, T.V. antenna, V-SAT and other facilities.
- m) PROPORTIONATE SHARE: Shall mean the proportion in which the covered area of the Flat to the total covered area of the premises PROVIED THAT where it refers to share of any municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis of which such rates and/or taxes being respectively levied i.e. in case the basis of any levy be area, rental, income or user,

then the same shall be shared on the basis of area, rents, income or user respectively of the respective flats.

- n) COMMON EXPENSES: all costs of maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, decorating, redecorating, and lighting the common parts, etc. salaries of all persons employed, insurance premium, electricity bills, lift etc.
- o) ARCHITECT: shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the Madhyamgram Municipality to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said premises.
- p) APPLICABLE LAWS: both the parties shall comply with the provisions and rules of all applicable laws, affecting the said premises including Goods and Services Tax Act, 2017(GST), Real Estate (Regulation & Development) Act, 2016 (RERA), and/or equivalent State Act and Income Tax Act, 1956.
- q) CO-OWNER: shall mean all persons who have agreed to own units/flats/apartments/commercial units/car parking space in the proposed building in the said premises including the owner/developer for un-acquired units till acquired.
- r) OWNER' ALLOCATION/CONSIDERATION: shall mean and include:

- a) ALL THAT proportionate 35% (Thirty-Five Percent) of the Net Sales Proceed, received by the developer herein on account of sale of flats and units in the said project.
- b) Rs.1,00,00,000/-(Rupees One Crore) only as refundable /adjustable interest free security deposit, to be deposited, by the developer with the owner herein, in the following manner:
 - Rs.50, 00,000/- (Rupees Fifty Lacs) only to be paid before or at the time of execution of these presents, out of the said security amount.
 - Balance Rs. 50, 00,000/- (Rupees Fifty Lacs) only at the time of sanctioning of valid sanction plan from Madhyamgram Municipality.

That the aforesaid interest free security deposit, received by the owner herein, shall be fully adjusted/refunded/exhausted @ 8% against the proportionate Net Sales Proceed to be received by the owner as per its allocated ratio on a pro-rata basis.

In consideration of the Developer having agreed to bear the entire cost of construction and charges the owner shall transfer undivided proportionate share of the land unto and in favour of prospective purchasers of units.

S) DEVELOPERS' ALLOCATION: shall mean and include ALL THAT the balance of 65% (Sixty five percent) of the Net Sales Proceed, received by the developer herein, on account of sale of flats and units in the said project.

That the roof right shall always remain with the owner herein. However, if any further construction is possible and allowed to be constructed on the roof of the buildings, subject to sanctioned plan by the Madhyamgram Municipality, the terms and conditions including sharing ratio shall apply mutatis mutandis on such further construction.

- t) INTEPRETATION: Any reference to statute shall include any statutory extension or modification/amendments and its enactment of such statute and the rules regulations or orders made therein. Any covenant, by the Developer and/or other owner not to do or commit act, deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- any firm, through whose single window all the flats/units, commercial space and other saleable area of the said project, will be sold in the open market to prospective buyers. The developer, in its sole discretion, shall appoint such marketing agent for such single window sale. The said marketing agent shall, in discussion and consultation with the owner and developer, fix the absolute/base market price of the said units/commercial space/salable areas, below which no units/commercial space will be sold to any prospective buyer along with all charges over and above the fixed/base price. The

developer shall have exclusive, unfettered and absolute right to retain and own all specified charges, costs, fees, marketing costs etc, over and above the fixed/base price of the units/commercial space/salable areas and the owner herein shall have no claim or demand to such costs and charges.

- v) MARKETING COSTS: The total marketing costs shall be @ 3% of the fixed/base price of the said flats/units, which shall be reimbursed to the marketing agent by the developer.
- HOLDING ORGANISATION/MAINTENACE COMPANY: shall mean and refer to any company, association, society to be constituted and formed for the purpose of maintenance and looking after new building after disposal of all saleable units and areas and delivery of possession and execution of sale deed of all saleable units in the new building in favour of the respective purchasers/occupiers in respect of the Developers' allocation and Owner' allocation. Until formation of the Holding Organization for the new building the prospective purchasers shall be liable and agrees to make payment of the proportionate share of the maintenance charges as well as proportionate share of rates and taxes to the Developer or any other authority without any abatement or adjustment for any reason whatsoever and the owner agrees not to withhold payment of the same on any account whatsoever. For any unsold unit, both the owner herein and the developer shall be liable to pay the proportionate maintenance charges as well as proportionate share of rates and taxes to the developer herein as per the their sharing ratio.

- x) GROSS SALES PROCEED: Gross Sale proceeds shall mean any consideration money/monies, being the absolute fixed price/ base price of respective units, received by the developer herein on account of sale of salable space/flats/units to prospective buyers.
- y) NET SALES PROCEED: Net Sale proceeds shall mean the amount, being the absolute fixed price/ base price less the amount deducted for marketing costs.
- z) RECEIPTS/PAYMENTS: All monies/consideration on account of sale of salable space in the said project shall be received by the developer herein in its name and shall appropriate the same through an escrow account in terms of this agreement.
- aa) DATE OF POSSESSION: shall mean the near exact date when the completion certificate is issued in respect of the said project from the Madhyamgram Municipality.
- bb) SINGULAR: shall mean and include plural and vice versa.
- cc) MASCULINE: shall mean and include feminine and vice versa.

ARTICLE II: COMMENCEMENT

This agreement shall be deemed to have been commenced on and from and with effect from the date of execution of these presents.

ARTICLE III: OWNERS' REPRESENTATIONS ON TITLE

The owner is absolutely seized and possessed of the said premises and/or otherwise well and sufficiently entitled in respect of the said property more fully described in the First Schedule hereunder written and it has not deposited the title deed in respect of the said property with any person with an intention to create equitable mortgage or as security for performance of any act or payment of any money and it has not entered into any agreement for sale and/or development in respect of the said property with any person or company whosever and also after execution of this agreement it shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said property except in the manner as hereinafter expressly provided.

ARTICLE IV: DEVELOPER'S REPRESENTATION

- (a) The Developer having inspected the said property as also the copies of title deed and other documents and papers concerning or relating to the said property and have been duly satisfied themselves with regard to the right, title and interest of the owner. However, in case of any defect relating to the right, title and interest being found, the owner shall rectify and/or cause such defects to be rectified to make the title perfect at their cost i.e. the owner' costs and expenses.
- (b) The Developer has sufficient knowledge and experience in the matter of development of immoveable properties and construction of new building and has sufficient means of

- necessary finance as may be required for carry out the development of the said property and construction of the said building.
- (c) The Developer, simultaneously with the execution of these presents, has received the vacant and peaceful possession of the said property.
- (d) The Developer shall carry out the development in respect of the said property after the owner herein handover the vacant possession of the said property and also handover the permissions/ licenses/ conversion certificates/ amalgamation certificates from respective authorities in respect of the said property to the Developer.

ARTICLE V: OWNER' AND DEVELOEPRS' JOINT OBLIGATION.

- a) After handing over vacant and peaceful possession of the said premises unto the developer by the said owner, and if permitted by respective statutory authorities, the developer shall start demolition of the old structure and at his sole discretion shall utilize any proceeds and sale of the salvage or any other material. The cost of such demolition including the removal of the debris if any shall also be borne by the Developer solely.
- b) The owner shall handover all original title documents/papers to the developer herein and the developer shall be entitled to mortgage the said title documents against obtaining financial assistance/ project loan over the said premises. Interest and charges payable on such financial assistance/ project loan shall form piece

and parcel of the development costs and the developer shall keep the owner indemnified against any claim, interest and damage.

- c) That the developer shall bear all costs and necessary charges for drawing and sanctioning of plan and payment of fees to the concerned Madhyamgram Municipality and other authorities and shall do everything in getting the said plan sanctioned by the Madhyamgram Municipality.
- d) That on the building plan being sanctioned by the Madhyamgram Municipality the developer shall start construction of the said building according to the direction and specification and shall complete the building with fixture and fittings within 36 months from the date of the said sanctioned plan with a liberty of grace period of 06 months reckoned from the last day of completion of 36 months and shall submit a completion certificate, issued by Madhyamgram Municipality, to the owner herein.
- e) The developer herein shall be at liberty to enter into agreement with prospective buyers of the several flats, parking spaces, garages etc, for the said project through marketing agent/single window system, at the proposed multi-storied building with proportionate undivided share or interest in the land over which the proposed building will be constructed and shall be entitled to receive all monies/consideration amount from prospective buyers in its own name. Total proceeds from such agreements/sale shall be received and deposited by the developer in its

account, and out of such total sale proceeds the developer herein shall be entitled to retain all specified charges such as marketing costs / charges, legal charges, additional work charges, applicable GST and all other charges whatsoever, upfront from such total sale proceeds, before appropriation and distribution of the same between the parties herein through an escrow account but subject to refund/adjustment of interest free security deposit as mentioned above.

- f) Retention of any unit/commercial space by any of the party herein, is permissible and all terms and conditions shall apply mutatis mutandis to such retention.
- g) All disputes and differences between the parties hereto in any way related to this agreement and/or arising out of the provisions hereof shall be referred for arbitration. The owner and developer will appoint the arbitrator jointly. Such arbitration shall otherwise be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended till date and the outcome of the said arbitration proceedings shall be final and binding upon the parties hereto.
- h) The owner shall execute and register a Deed of General Power of Attorney in favour of the Developer on the date of this agreement to facilitate the formalities of construction, as well as to raise further funds by way of booking flats, and spaces, for sale and transfer of units/commercial space, and also for proper preparation, execution,

presentation and registration of documents of the said saleable areas unto the prospective buyers.

- i) Both the parties may prepare further documents and papers as to properly commission the said project and such documents and papers shall become piece and parcel of this document.
- j) The owner shall complete the process of amalgamation and shall pay all outstanding arrears of Municipal Taxes, Khazna, electricity charges and other outgoing if any in respect of the said premises. The owner shall also undertake to pay and clear all charges, including payments/charges for conversion of a portion of land from Bagan, Pond to Housing Complex, in the said premises, in respect of the said premises and shall forward all receipts/evidences to such payments and certificates to the developer.
- k) The developer shall be entitled to put its signboards on the said premises stating the name of the developer, its address and other particulars as may be required from the date of execution of this agreement.
- The owner shall have no right or power to terminate this agreement within the stipulated period provided the developer does not violate any of the terms and conditions contained in this agreement.

- m) It is further specifically agreed that a notice addressed to either party by a registered post with A/D shall be deemed a valid notice duly served upon the parties.
- That the developer herein shall not cause any unnecessary delay (subject to force majeure) for construction of the said proposed building.
- o) That for any unavoidable circumstances, on the part of the owner, if the developer, which is not for its acts, actions, activities, on that event the owner, cannot materialize the said proposed project bind themselves for the same and undertake to refund the interest free security amount together with charges as, may be decided by the parties.
- p) Both the parties herein shall be liable and/or amenable to any law or enactment, if brought into existence during the continuation of this project.

ARTICLE VI-FORECE MAJEURE

- i) The parties hereto shall not be considered to be liable for any obligation hereunder to the context that the performance of the relative obligation is prevented by the existence of a force majeure.
- Force majeure shall mean flood, earthquake, riot, war storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.

ARTICLE - VII -MISCELLEANEOIUS

- i) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the premises or any part thereof to the developer or as creating of any right, title or interest in respect thereof of the developer nor this development agreed be construed any partnership agreement or arrangement other than an exclusive license to the developer to commercially develop the same in terms hereof.
- ii) That the developer shall be authorized to apply for and obtain connection of water, electricity to the new building for the purpose of construction or enjoyment of the building.

iii) The developer shall:

- i) Take such steps appropriate for construction of the new building as per the sanctioned plan and shall bear all and each and every cost/charges for the construction and shall not ever call upon the owner to pay bear and/or contribute to any such construction costs/charges.
- ii) Install all electricity, gas, water, and telecommunications, serves and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains thereby benefitting all the intending buyers.

- iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iv) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoing incidental to or consequential, on any such notice and indemnified the owner from and against all costs charges, claims actions suit and proceedings.
- v) Remain responsible and completely liable for due compliance with all statutory requirements whether local, state or central in respect of complying of provisions under various laws and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vi) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the

said plan and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.

- vii) Incur all costs charges and expenses for the purpose of constructing, erecting and completing the said new buildings in accordance with the said plan.
- viii) Not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- ix) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.
- x) Shall be solely and completely liable for all the materials, fittings and constructions and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims action suit and proceedings.
- xi) That the developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission

of the developer in or related to the construction of the said new building.

- xii) That the developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally and the same may apply to the owner vice versa.
- xiii) The developer shall after completion of the said project shall take steps for obtaining completion certificate, to be issued by Madhyamgram Municipality, and shall serve a copy thereof to the owner herein thereby intimating the owner about completion of the project.

ARITCLE VIII-JURISDICTION

Only Courts in the competent jurisdiction of Kolkata shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

ARITCLE IX-LEGAL DOCUMENTATION

Mr. Vineet Tibrewal, Advocate, for both the owner and developer herein, shall prepare all legal documents, papers, deeds, agreements and/or any other documents, pertaining to this project.

FIRST SCHEDULE ABOVE REFERRED TO

All That piece and parcel of land containing as per record by estimation an area of 3 Bighas 9 Cottahs 14 Chittacks 31 Square Feet (70 Cottahs 2 Chittaks) be the same a little more or less, together with several old brick built building and some other brick built structures with tiled roofs erected thereat or in a part thereof situate lying at and being the Municipal Holding No. 378 (Plot A) and 379 (Plot- B & C), Jessore Road (South), within the limits of Ward No. 20 of the Madhyamgram Municipality, comprised in L.R. Dag Nos. 716 (Portion), 717 and 718 (formerly comprised in R.S. Dag Nos. 716 (Portion), 717 and 718) under L.R. Khatian No. 1307 of Mouza Doharia, Jurisdiction List No. 45, Police Station and Additional District Sub-Registration Office at Barasat, in the District of North 24 Parganas and butted and bounded:

On the North

By the land of Associated Porcelain Ltd.

On the South

By the land of Charu Chandra Sarkar

On the East

By Jessore Road and partly by Dag No.716 (P)

On the West

By the land of Associated Porcelain Ltd

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

SIGNED, SEALED AND DELIVERED

In the presence of:

1. Veneit sibsent.

2. Goytandes

Authorised Stynatory / Director

130/0, Sceinher Signature of the Owner

Leve

SIGNED, SEALED AND DELIVERED

In the presence of:

1. Veneit absent

Per RAJLAKSHMI MARKETING PVT. LTD.

Damai Thighwania

MANAGING DIRECTOR

2. Goutam Day

Signature of the Developer

Drafted by: Vineit Thousa.

Vineet Tibrewal, Advocate (F-634/452/2001)

6, Old Post Office Street,

Kolkata-700001.

MEMORANDUM OF CONSIDERATION

Received with thanks the below mentioned sum from the Developer herein in the following manner:

Amount (Rs.)

By Cheque

50,00,000.00

TOTAL 50,00,000.00

(Rupees Fifty Lacs) only

WITNESSES:

1. Vineit Hoseml

2. Goutani Da

PCS Forms Pvt. Ltd.

Authorised Signatory / Director

Signature of Owner

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भारत सरकार GOVERNMENT OF INDIA



অংশক আগারওবাল Aloik Agarwat

অমাডারিগ/ DOB: 17/11/1982 📆

THE / MALE



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আধার - সাধারণ মান্যের অধিকার

Au agent.



भारतीय दिक्षिष्ट पश्चान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ত্তিকালা:

ক্রমন্ত্রার বিদ্যালা:

ক্রমন্ত্রার ব্রাহ্মন্তর বর্মন্তর বর্ম







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Damai Thighrusala





ভারতীয় বিশ্বিট পরিচয় প্রাধিকরণ

ভারত সরকার Unique Identification Authority of India Government of India

ভাবিকামুটির আই ভি/Enrollment No.: 1093/88016/09623

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আপনার স্বাধার সংখ্যা/ Your Aadhaar No. :

2329 8128 4549 আধার - সাধারণ মানুষের অধিকার



MIRG GREAT GOVERNMENT OF INDIA



जनार पुरुष्यकारा Haznek shumbanwole कड एक / Year of Heb : 1966 मुक्त / Male



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আধার - সাধারণ মানুষের অধিকার

Damai Thyhunda





তথা

- আধার পরিচয়ের প্রমাণ, নাগরিকরের প্রমাণ শা।
- পরিরয়ের প্রমাণ অনসাইন অফ্নিকেশন ধারা প্রাপ্ত করন্দ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- 😑 অধ্যার সারা দেশে মালা।
- আধার ভবিদ্যাতে সরকারী ও বেশরখারী পরিকেবা প্রাপ্তির সহায়ক করে।
- Aadhaar is valid throughout the country.
- Aadhsar will be helpful in availing Government and Non-Government services in future.

2017901



তভারতীয় বিশিষ্ট পরিচম প্রাধিকরণ UNIQUE DENTIFICATION AUTHORITY OF NDIA

ত্রিকার:

\$/D বৃশীর কুমার কুমবুরবরালা,
কাম্পেরাই শোলি কাম, কেনেম,
বার্তিস, ১৮৯/০, রক - ০
কোমনীয়া, গেকটার্কিন স.ও,
কোমবার, ওবের বেলম, 7000৪৪

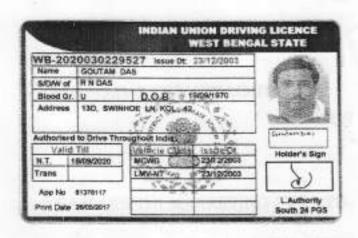
Address: SIO Sushil Kumar Jhurihurwala, OPP NETAJI SPORT-ING CLUB, J.J. HOUSE, 829A, BLOCK-A LAKETOWN, Lake Town S.O, Lake Town, Kolkata, Wast Bengal, 700089











DATED THIS 215 DAY OF June 2018

BETWEEN

PCS FORMS PRIVATE LIMITED ...OWNER

AND

RAJLAKSHMI MARKETING PVT. LTD ...DEVELOPER

DEVELOPMENT AGREEMENT

Vineet Tibrewal
Advocate
C/o. J.P. Tibrewal & Co.
Advocates
6, Old Post Office Street,
Kolkata-700001

Major Information of the Deed

leed No:	I-1904-06612/2018	Date of Registration	Tearest 2000		
Query No / Year	1904-0000851166/2018				
Query Date		A.R.A IV KOLKATA, District Kolkata			
Applicant Name, Address	31/05/2018 1:11:44 PM				
& Other Details		Karba District B			
Transaction		THE TOTAL CONDUCTION HITTI	The second		
0110] Sale, Development /	Agreement or Construction	Additional Transaction			
-5.000	egreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]			
Set Forth value	The state of the s				
Rs. 1,00,00,000/-		Market Value			
Stampduty Paid(SD)		Rs. 17,33,31,665/-			
Rs. 75,121/- (Article:48(g))		Registration Fee Paid			
Remarks		Rs 1.00 106/ /Adiabate to a second			
Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip. (Urbai			

Land Details:

District: North 24-Parganas, P.S.- Barasat, Municipality: MADHYAMGRAM, Road: Jessore Rd, Road Zone : (Madhyagram Crossing - Champadali More On Road), Mouza: Doharia, Ward No. 20

No No	Number	Number	Proposed	Use	Area of Land	SetForth	Market	Other Details
L1 RS-716	NO-/16	RS-1307	Bastu	Bastu	3 Bigha 9 Katha 14 Chatak 31 Sq	99,50,000/-	Value (In Rs.) 17,31,78,665/-	Property is on Road
	Grand	Total:			115.3648Dec	District Control	1731,78,665 /-	

Sch No S1	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
	On Land L1	600 Sq Ft.		(In Rs.)	
-		000 Sq Ft.	50,000/-	1,53,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type:

Total: 600 sq ft	50,000 /-	1,53,000 /-
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Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	PCS FORMS PRIVATE LIMITED 58, Metcalfe Street, 2nd Floor, Unit No. 2C, P.O:- Dharmatala, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013, PAN No.:: AACCP8137P, Status: Organization, Executed by: Representative,

eloper Details :

Name, Address, Photo, Finger print and Signature

RAJLAKSHMI MARKETING PVT. LTD.

JJ House, Block-A, 829/A, Lake Town, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089, PAN No.:: AAECR0258J, Status: Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Shri Alok Kumar Agarwal (Presentant) Son of Late Om Prakash Agarwal Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of Admission of Execution: Office			Abugras
onice	Jun 21 2018 4:05PM	LB	21/08/2018
CITION, SEX. Wale, by Caste	Hingu Occupat	ion Business Citiz	trict:-Howrah, West Bengal, India, ten of: India, , PAN No.:: ACZPA5 TE LIMITED (as Director and
Status : Representative, Rep Authorized Signatory) Name	resentative of : P	P.S:- Howrah, Dis	on of India DANING ACTORS
Status: Representative, Rep Authorized Signatory)	Photo	, P.S:- Howrah, Dis tion: Business, Citiz CS FORMS PRIVA	ten of: India, , PAN No.:: ACZPA5 TE LIMITED (as Director and

Identifier Details:

Mr Goutam Das Son of R.N. Das 130/D, Swinhoe Lane, P.O.- Kasba, P.S.- Kasba, District-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Shri Alok Kumar Agarwal, Shri Raunak Jhunjhunwala 21/06/2018

ans	fer of property for L1	
J.No	From	To. with area (Name-Area)
f	PCS FORMS PRIVATE LIMITED	RAJLAKSHMI MARKETING PVT. LTD115.365 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	PCS FORMS PRIVATE LIMITED	RAJLAKSHMI MARKETING PVT. LTD600.00000000 Sq Ft

Endorsement For Deed Number: I - 190406612 / 2018

On 31-05-2018

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 17,33,31,665/-

Al

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

Kolkata, West Bengal

On 21-06-2018

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.

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

Presented for registration at 14:30 hrs on 21-06-2018, at the Office of the A.R.A. - IV KOLKATA by Shri Alok Kumar Agarwal ...

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

Execution is admitted on 21-06-2018 by Shri Alok Kumar Agarwal, Director and Authorized Signatory, PCS FORMS . PRIVATE LIMITED, 58, Metcalfe Street, 2nd Floor, Unit No. 2C, P.O:- Dharmatala, P.S:- Bowbazar, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700013

Indetified by Mr Goutam Das, , , Son of R.N. Das, 130/D, Swinhoe Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by profession Others

Execution is admitted on 21-06-2018 by Shri Raunak Jhunjhunwala, Director and Authorized Signatory, RAJLAKSHMI MARKETING PVT. LTD., JJ House, Block-A, 829/A, Lake Town, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089

Indetified by Mr Goutam Das, , , Son of R.N. Das, 130/D, Swinhoe Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by profession Others

Payment of Fees

Payment of Stamp Duty

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

Description of Stamp

 Stamp Type Impressed, Serial no 28425, Amount: Rs. 100/-, Date of Purchase: 20/06/2018, Vendor name: A Baneriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/05/2018 6:41PM with Govt. Ref. No: 192018190250967841 on 20-06-2018, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC00000014), Ref. No. 548904347 on 20-06-2018, Head of Account 0030-02-103-003-02

R

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 271528 to 271574 being No 190406612 for the year 2018.



Digitally signed by ASIT KUMAR

Date: 2018.07.05 12:13:52 +05:30 Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 05-07-2018 12:13:41 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)