- 9.2. The Owners upon execution of the Development Agreement within 30 days from thereafter shall handover the peaceful, vacant and khas possession of the Said Property unto and in favour of the Developer.
- 9.3. The Owners shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 9.4. The Owners shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the said Project, as may from time to time be necessary or required.
- 9.5. The Owners shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the said Project by the Developer.
- 9.6. The Owner shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation.
- 9.7. The Owner shall sign, execute and deliver all necessary papers, applications. plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original/revised Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- The Owner shall from time to time sign execute and deliver all applications, 9.8. papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex. sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project at the costs and expenses of the Developer.

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FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

- 9.9. The Owner shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.
- 9.10. The Owner shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under West Bengal Land Reforms Act, 1955 and from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable cooperation to the Developer, as may be required by the Developer in this regard.
- 9.11. It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.
- 9.12. The Owners shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 9.13. However, if any existing clearances, certificates, no objection certificates, conversions, mutations, Sanctioned Building Plan already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing clearance Certificates, No-objection Certificates, Conversions, Mutations and Sanctioned Building Plan already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions, Mutations and Sanctioned Building Plan, the Developer shall not in any manner be liable for the same.

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DIRECTOR

FOR SHRI SHYAM INFRA HEALTURS PRIVATE LIMITED

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DIRECTOR

9.14. It is further clarified that if the Owners' title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owners' Allocation accordingly.

## 10. Powers and Authorities

- 10.1. Power of Attorney for Building Plans Sanction: The Owners hereby grants to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 10.2. Power of Attorney for Construction and Sale of Units: The Owners hereby grant to the Developer and/or its nominees Power of Attorney for construction of the building/s Complex/ Project and booking and sale of all Units within the Developer's Allocation.
- 10.3. Further Acts: The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 10.4. The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owners to deal with the "Owners' Allocation" in terms hereof.
- 10.5. The detailed powers granted by this presents are given in the Third Schedule hereunder.

#### 11. CONSTRUCTION WORK:

11.1. The construction of the said Project shall be strictly as per the Municipal Laws and/or the building rules, regulations and byelaws framed there under and the same strictly in accordance with the Sanctioned Plan. In this respect, the

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DIRECTOR

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Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the Sanctioned Plan and/or in violation of the South Dum Dum Municipality Laws and/or the Rules, regulations and bye-laws there under.

- 11.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.
- 11.3. The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.
- 11.4. The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the **Second Schedule** hereunder written.
- 11.5. The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

12. COSTS OF CONSTRUCTION:

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- 12.1. The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 12.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent authority.
- 12.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 12.4. It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.
- 12.5. The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development or construction of the said Project.

### 13. PUBLICITY & MARKETING

- 13.1. The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and Parking Spaces and other facilities within the Developer's Allocation comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.
- 13.2. The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on

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DIRECTOR

any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.

- 13.3. The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation comprised in the Project and give receipts thereof and transfer Ownership possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 13.4. The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer / allotment, booking of any Unit or any other saleable spaces/ area within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept or receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property".
- 13.5. The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.
- 14. The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

## 15. SALE OF UNITS/PROJECT:

- 15.1. The Developer would sell, transfer or otherwise dispose of the Units and/or Car Parking Spaces of the Project of the Owners and the Developer's Allocation in favour of the intending transferees, on ownership basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 15.2. All Sale Deed with regard to the Owners and the Developer's Allocation may be signed and registered by the Developer the constituted attorney appointed by the Owners as per this Agreement and the Development Power of Attorney agreed to be granted by the Owners in favour of the Developer. However, the power and authorities as to be given by the Owners to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owners.

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- 15.3. It has been agreed between the Owners and the Developer that the payment of the allotment money by the intending transferees, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Owners and the Developer would receive time to time receive and/or realize on account and in respect of transfer of the several Residential Units, Commercial Units and Car Parking Space of the Project within the Owners and the Developer's Allocation would be taken in the Escrow Account, the name of the Account is Aarit Infra Developers Escrow Account and all buyers/transferees shall be notified in respect thereof and deposited in the Escrow Account and the Owners and the Developer shall both received the share of the revenue of their allocation or any part through Escrow Account.
- 15.4. For the transfer of the commercial units and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the both parties hereby agree and confirm.
- 15.5. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Residential Units, Commercial Units and Car Parking Space of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owners and which the Project Advocate may approve.
- 15.6. The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the Said Property of its said brand name

## 16. ALLOCATION

"Owners' Allocation" shall mean 50% (Fifty Percent) share out of the sale proceeds of newly constructed residential, commercial units and car parking spaces of the Multi-Storied Building and wherever the context so permits or intends shall include like 50% (Fifty Percent) undivided revenue sharing of the said land

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- 16.1. The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.
- 16.2. The Developer shall complete the construction and make the said Project habitable and handover the Owners' Allocation within the Project Completion Date i.e. 24 months from the date of Sanction Plan and start of Construction whichever is later and with a grace period of 6 months as described hereinabove, unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owners' Allocation, the Developer will inform the Owners to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/ Registered Post and the Owners shall be bound to take the possession of the Owners' Allocation within 15 (Fifteen) days from the date of issuance of the said letter and if the Owners fail to take delivery of the Owners' Allocation within the stipulated time then it shall be deemed that satisfactory physical possession of the Owners' Allocation has been handed over to the Owners by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owners' Allocation thereafter.
- 16.3. Neither party shall demolish or permit demolishing or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the said Project without the written permission of the Society.
- 16.4. After completion of Building to get the electric connection on the same, the electric connection shall be taken by the Developer.

#### 17. MORTGAGE:

17.1. The Owners hereby agrees, undertakes and acknowledges that the Developer shall be entitled, to obtain loans and/or advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCS)as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title deeds or through a Deed of Simple Mortgage of and in

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respect of the Said Property and the same on such terms and conditions as the Developer shall think proper.

- 17.2. To enable the Developer to raise finance exclusively for development of the "Said Property", the Owners shall extend its co-operation and assistance as may be required for obtaining such loans and advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCS)as also for creating charge over the Developer's Allocation in the "Said Property" and/or the Project. The Owners for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owners to create charge in favour of the Banks and/or Non-Banking Financial Companies (NBFCS) in respect of the Developer's Allocation.
- 17.3. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 17.4. The Developer shall keep the Owners as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer/transferee in the Project in this regard.
- 17.5. In no manner whatsoever till the completion of the project the Owners shall not be entitled to mortgage the Said property in favour of the Banks and/or Non-Banking Financial Companies (NBFCS) and till completion of the Project all the title documents shall be in the custody of the Developer.

## 18. RATES, TAXES AND MAINTENANCE:

- **18.1.** The Owners herein shall bear and pay the land revenue, South Dum Dum Municipality taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.
- 18.2. On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the Municipality Taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over

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possession of the Owners' Allocation, the Developer and the Owners shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owners and the Developer accordingly.

- 18.3. On and from the date of completion of the proposed Project as also making over of possession of the several Units and Car Parking spaces of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, South Dum Dum Municipality taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial units and/or Car Parking spaces.
- **18.4.** On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the dayto-day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/ Syndicate or incorporation of a Company for the purpose.
- **18.5.** The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/Syndicate / Company.

#### 19. **CERTAIN DEFAULTS AND CONSEQUENCES:**

- 19.1. In case the Developer fails to construct and complete the Project within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer paying the "delay penalty/amount "and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developer as may be agreed in the Unit Transfer Agreement during such extended grace period of 6 (six) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 6 (six) months.
- 19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided hereunder. In the event of any default on the part of either Party, the other Party shall be

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entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

## 20. MISCELLANEOUS:

- 20.1. The Owners and the Developer have entered into this Agreement purely on principal-to-principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.
- 20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 20.3. The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer.
- 20.4. On completion of the development of the "Said Property" and construction of the said Project as also distribution of the Owners' Allocation and the Developer's Allocation between the Owners and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.
- 20.5. The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6. The Owners and/or their authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Property"
- 20.7. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines,

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- penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.9. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.
- 21. No Assignment/Nomination: Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Property.

## 22. DOCUMENTATION:

- 22.1. All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owners.
- 22.2. All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for transfer of Units and other saleable spaces of the Project shall be prepared by Sanchari Mitra, Advocate (Project Advocate) and the same shall be strictly in accordance with the agreed terms under this agreement.

## 23. ENTIRE AGREEMENT:

- 24. This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.
- 24.1. This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

## 25. **AMENDMENTS**:

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DIRECTOR

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DIRECTOR

25.1. No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

## 26. SEVERABILITY:

If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

## 27. ARBITRATION AND CONCILIATION:

- 27.1. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this Agreement or any of the clauses herein recorded and/or the completion of the transaction as per this Agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.
- 27.2. In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated adjudication as per the provisions of the Arbitration and Conciliation Act, 2015.

## 28. <u>IURISDICTION</u>:

28.1. The Courts at Kolkata shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

# THE SCHEDULE ABOVE REFERRED TO "SAID Property"

**ALL THAT** piece and parcel of Bastu land measuring an area of 5 Cottah 1 Chittack 3 square feet be the same a little more or less, together with ground plus one storied building standing thereon measuring an area of 3200 square feet be the

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DIRECTOR

same a little more or less i.e. on the ground floor measuring an area of 2000 square feet be the same a little more or less and on the first floor measuring an area of 1200 square feet be the same a little more or less, comprising rooms, Toilets, electric connection and 16 Feet wide Common Passage at North East situate lying at and being Plot Nos. 6 and 7, comprised in R.S. Dag No. 747, recoded under R.S. Khatian No. 207, corresponding to L.R. Khatian Nos. 1140, 1142 and 1141, J.L. No. 25, lying and situated at Mouza- Dakshindari, Division 2, Sub Division 6, Re Sa No. 6, Holding No. 10, now premises Nos. 3A and 3B (previously premises No. 228/1/2), S.K. Deb Road, Post Office Sreebhumi, Police Station Lake Town, Ward No. 34, within the limit of South Dum Dum Municipality, DihiPanchannagram, Touzi No. 1298/2833, office of Sub Registrar Cossipore Dum Dum, now Additional District Sub Registrar Bidhannagar, District North 24 Pargnanas, which is butted and bounded as follows:-

ON THE NORTH: S.K. Deb Road, 5th By Lane;

ON THE SOUTH: House of Bimalendu Chowdhury;

**ON THE EAST:** S.K. Deb Road, 5<sup>th</sup> By Lane;

ON THE WEST: Land of Madhab Kundu

# THE SECOND SCHEDULE ABOVE REFERRED TO Specifications

#### Structure

RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.

### Exteriors

Cement plaster; Cement based painting over water repellent coating.

Flooring

Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.

#### Interiors

Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies

#### Kitchen

Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

ROBLING

ROBLING

DIRECTOR

DIRECTOR

Toilets

Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.

Doors

Wooden Door Frames; Solid core Flush Door for main entrance door with night latch and magic eye; Wooden Door Frames; Solid Core Flush Door for all internal doors

Windows

Anodised Aluminium Frames with fully glazed shutters.

Stairs

Indian Patent Stone Flooring; MS railing.

Roof

Properly waterproofed.

Electrical

Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens; Conduiting for Cable TV.

Plumbing

Internal concealed plumbing.

## THE THIRD SCHEDULE ABOVE REFERRED TO POWER OF ATTORNEY

1. Sanction, Revalidation, Modification, Extension and Alteration of Building Plans and Other Statutory Compliances: To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing an qualified person/ architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned South Dum Dum Municipality and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned South Dum Dum Municipality and Other Authorities.

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

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Roshni Basak

- Mutation and amalgamation: To mutate the name of the Owners in the 2. concerned Block Land and Land Reforms Office and the South Dum Dum Municipality and to amalgamate the back-side land with the Said Property.
- Dealing with Authorities: To deal with all authorities including but not 3. limited to concerned South Dum Dum Municipality and Other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building Plans and to amalgamate the said property with the adjacent plots and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned South Dum Dum Municipality and Other Authorities for road widening or any other necessities, as be required by the Developer/Attorney.
- Connection of Utilities: To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
- 5. **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955and and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 6. Preparatory Work: To cause survey, test soil, do excavation and other preparatory works for construction of the said Project on the Said Property.
- 7. Construction: To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the said Project and/or any other structure on the Said Property, in accordance with the Development Agreement.
- Contracts for Construction: In relation to such construction, to sign, execute 8. and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Developer/Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owners.
- Signing and Execution: To sign, execute, accept, modify, cancel, alter, draw, 9. submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, Deed of Gift in favour of the South Dum Dum Municipality,

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED N.K. Agawal.

FOR SHRI SHYAM INFRA REALTONS PRIVATE LIMITED

Rashmi Basak.

confirmations and consents for and in connection with the Said Property, sanction, modification, alteration, revision and re-validation of the Building Plans, Boundary Declaration and to have the same registered and obtain all permissions and clearances as may be required for the same.

- **10. Mortgage:** To obtain construction loan from any Bank or financial institution as contemplated within the Development Agreement and/or any part thereof and can sign and execute all documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.
- 11. Acceptance of Papers: To accept notices and service of papers from the concerned South Dum Dum Municipality, Fire Brigade, Competent Authority under the Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- 12. Granting Receipts: To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- 13. Land Revenue: To make payment of upto date land revenue/municipality/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
- **14. Outgoings:** To pay all outgoings, including South Dum Dum Municipality Taxes etc. in respect of the Said Property/said Project and to collect receipts therefore.
- 15. Mutation: To take all necessary steps and to sign and submit all papers, applications and documents to record the Owners' name as Owners of the Said Property in the office of B.L.&L.R.O, the concerned Authority/ South Dum Dum Municipality, local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
- 16. Land Conversion: To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property inter alia by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property as may be required or deemed fit by the Developer and thereafter paying fees and charges for the same.

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

N. M. Agazerel.

DIRECTOR

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

Roshning Basak

- 17. Watch and Ward: To employ and appoint watchmen, guards and other security personnel for the Said Property.
- 18. Appointment: To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 19. Negotiation and Transfer: To negotiate for transfer/ sublet/ assignment and transfer the Units and Parking Spaces in the said Project, comprised in the Developer's Allocation (as defined in the Development Agreement including any future supplementation/s and as per the terms therein), to the intending buyers, on terms and conditions as be deemed fit by the Developer and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- 20. Receive Payments: To receive all payments with regard to the transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation to the intending buyers and acknowledge receipt of the payments.
- 21. Permissions and Clearances: To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances, sublease, assignment and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the said Project falls within the Developer's Allocation to the intending buyers.
- 22. Registration and Authentication: To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated declarations, Gift Deed in favour of South Dum Dum Municipality, Amalgamation, and/or Other Authorities (if required), Boundary Declaration/s as may be required, and to appear before the Concerned Registrar for registration of Sale Deeds of, assignments, other instruments for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of the concerned BMC and/or Other Authorities, And Sale Deeds for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation.

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Rashni Basak

- 23. Registration of Sale Deeds: To appear before the concerned Registrar for Registration of Sale Deeds assignments, other instruments for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of Said Sale Deed, from concerned Registration Office.
- 24. Legal Action: To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.

## Ratification

Hereby Made: The Owners/Grantor hereby ratifies and confirms and agrees to ratify and confirm all lawful actions of the Developer/Attorney in pursuance of this Power of Attorney.

FOR SHPI SHYAM INFRA REALTORS PRIVATE LIMITED N.K. Agwercel.

FOR SHRI SHYAM INFRA REALTORS PRIVATE LIMITED

Rashni; Basak

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinafter written.

SIGNED SEALED AND DELIVERED by the withinnamed OWNERS/VENDORS in the presence of
WITNESSES:

1. Course Charlestin FOR SHRI SHYAM INTER REALIGIS FRIVATE LIMITED

839, Court St.

1. FOR SHRI SHYAM INTER REALIGIS FRIVATE LIMITED

POR SHRI SHYAM INTER REALIGIS FRIVATE LIMITED

TOR SHRI SHYAM INTER REALIGIS FRIVATE LIMITED

Rahmi Basak

DIRECTOR

SIGNATURE OF THE OWNERS

SIGNED SEALED AND DELIVERED by the withinnamed DEVELOPER in the presence of
WITNESSES:

1. Course Charlestin
337, Court St.

2. Sahajl: Bese
40/1, h.N. Rd
Kol-27

AARIT INFRA DEVELOPERS
Ashain Thing

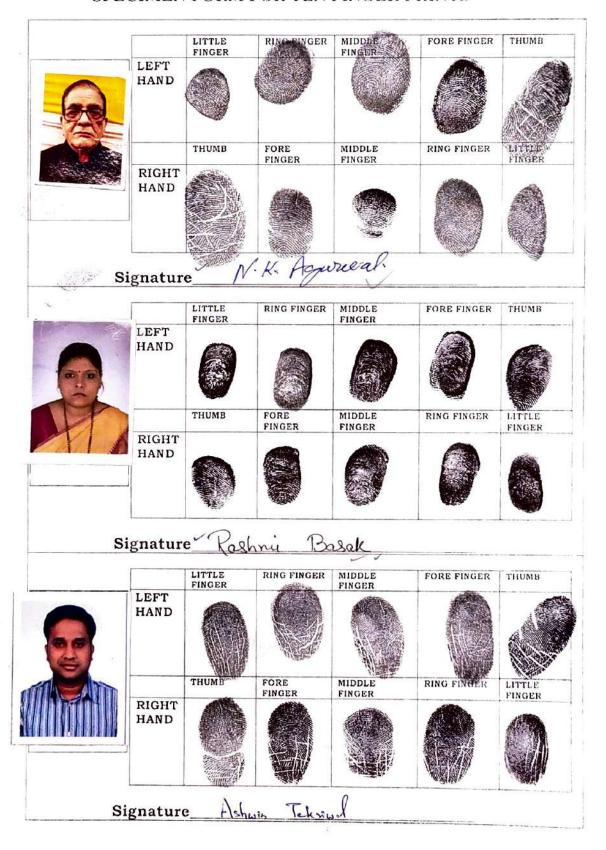
SIGNATURE OF THE DEVELOPER

Brank L. Sh. .

PRANAD KUMAR S 1/4

4, Govt. Flace, Dem House Flace Flace, Dem House Kared For 131

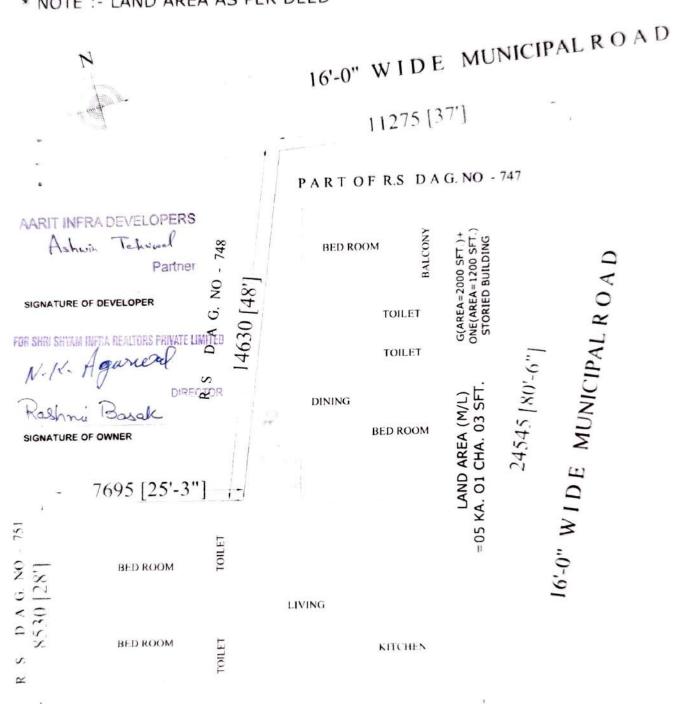
## SPECIMEN FORM FOR TEN FINGER PRINTS



SITE PLAN OF THE LAND SITUATE LYING AND BEING AT PLOT NOS.-6 &7, COMPRISED IN R.S. DAG NO.- 747, RECORDED UNDER R.S. KHATIAN NO.-207, CORRESPONDING TO L.R. KHATIAN NOS.-1140,1142 & 1141, J.L. NO.-25, MOUZA- DAKSHINDARI, DIVISION 2, SUB DIVISION 6, RE SA NO.- 6, TOUZI NO. 1298/2833, HOLDING NO.- 10, NOW PREMISES NOS.- 3A &3B (PREVIOUSLY PREMISES NO.- 228/1/2), S.K. DEB ROAD, POST OFFICE - SREEBHUMI, POLICE STATION- LAKE TOWN, WARD NO.-34, DIST.-NORTH 24PGS, UNDER SOUTH DUM DUM MUNICIPALITY.

## -: AREA STATEMENT :-LAND AREA (M/L)=05 KA. O1 CH. 03 SFT. WITH G+I STORIED BUILDING LAND MARKED=RED

\* NOTE :- LAND AREA AS PER DEED



16840 [55'-3"] PART OF R.S. DAG. NO - 748

## Major Information of the Deed

Deed No :	I-1904-19327/2022	Date of Registration	30/11/2022		
Query No / Year 1904-2002852354/2022		Office where deed is registered			
Query Date	22/09/2022 12:45:02 PM	A.R.A IV KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	S GHOSH 10 OLD POST OFFICE STREET PIN - 700001, Mobile No. : 62916		Kolkata, WEST BENGAL,		
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4002] Power of Attorney, General Power of Attorney [Rs: 50/-], [4308] Other than Immovable Property, Agreement [No of Agreement: 2]			
Set Forth value	SECURITY SEE SEE	Market Value	Property through the radio		
		Rs. 1,44,18,003/-			
Stampduty Paid(SD)		Registration Fee Paid	California (California)		
Rs. 20,120/- (Article:48(g))		Rs. 112/- (Article:E, E, E)			
Remarks Received Rs. 50/- ( FIFTY only area)		) from the applicant for issuing	the assement slip.(Urban		

## Land Details:

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: S.K.Deb Road.(canal st. to jyoti weaving mill), Mouza: Dakshindari, Premises No: 3A-3B, , Ward No: 034, Holding No:398 Pin Code: 700048

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	RS-747	RS-207	Bastu	Bastu	5 Katha 1 Chatak 3 Sq Ft			Width of Approach Road: 16 Ft.,
	Grand	Total:			8.36Dec	0 /-	123,12,003 /-	

#### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3200 Sq Ft.	0/-	21,06,000/-	Structure Type: Structure

Floor No: 1, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete

Total :	3200 sq ft	0 /-	21,06,000 /-	

## Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
	SHRI SHYAM INFRA REALTORS PRIVATE LIMITED  18 RABINDRA SARANI, GATE NO.1, 5TH FLOOR, ROOM NO. 502, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, PAN No.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

## **Developer Details:**

SI	Name,Address,Photo,Finger print and Signature
	AARIT INFRA DEVELOPERS  18 GOALGHATA ROAD, City:-, P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, PAN No.:: ABxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

## Representative Details:

izeh	esentative Details.
SI No	Name, Address, Photo, Finger print and Signature
1	ASHWIN TEKRIWAL (Presentant) Son of Mr DWARIKA PRASAD TEKRIWAL P 227 LAKE TOWN, BLOCK B, City:-, P.O:- LAKE TOWN, P.S: Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxxx9C, Aadhaar No: 95xxxxxxxx5582 Status: Representative, Representative of: AARIT INFRA DEVELOPERS (as PARTNER)
2	Mr NARESH KUMAR AGARWAL Son of PREMSUKH DAS AGARWAL 35/1C HARI GHOSH STREET, City:- Kolkata, P.O:- COSSIPORE, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxxx8R, Aadhaar No: 66xxxxxxxx5992 Status: Representative, Representative of: SHRI SHYAM INFRA REALTORS PRIVATE LIMITED (as DIRECTOR)
3	Mrs RASHMI BASAK  Daughter of NARESH KUMAR AGARWAL 6D BHIM GHOSH LANE, City:- Kolkata, P.O:- BEADON  STREET, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BJxxxxxxx5N, Aadhaar No: 51xxxxxxxxx6598  Status: Representative, Representative of: SHRI SHYAM INFRA REALTORS PRIVATE LIMITED (as DIRECTOR)

#### Identifier Details:

Name	Photo	Finger Print	Signature
SNEHASHIS BOSE  Daughter of Late SANKAR BOSE , ALIPORE COURT, City:- Kolkata, P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			*

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	SHRI SHYAM INFRA REALTORS PRIVATE LIMITED	AARIT INFRA DEVELOPERS-8.36 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	SHRI SHYAM INFRA REALTORS PRIVATE	AARIT INFRA DEVELOPERS-3200.00000000 Sq Ft

#### Endorsement For Deed Number : 1 - 190419327 / 2022

#### On 24-11-2022

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

Presented for registration at 19:45 hrs on 24-11-2022, at the Private residence by ASHWIN TEKRIWAL ,.

## 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 1,44,18,003/-

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

Execution is admitted on 24-11-2022 by Mrs RASHMI BASAK, DIRECTOR, SHRI SHYAM INFRA REALTORS PRIVATE LIMITED (Private Limited Company), 18 RABINDRA SARANI, GATE NO.1, 5TH FLOOR, ROOM NO. 502, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by SNEHASHIS BOSE, , , Daughter of Late SANKAR BOSE, , ALIPORE COURT, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Service

Execution is admitted on 24-11-2022 by ASHWIN TEKRIWAL, PARTNER, AARIT INFRA DEVELOPERS (Partnership Firm), 18 GOALGHATA ROAD, City:-, P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048

Indetified by SNEHASHIS BOSE, , , Daughter of Late SANKAR BOSE, , ALIPORE COURT, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Service

Execution is admitted on 24-11-2022 by Mr NARESH KUMAR AGARWAL, DIRECTOR, SHRI SHYAM INFRA REALTORS PRIVATE LIMITED (Private Limited Company), 18 RABINDRA SARANI, GATE NO.1, 5TH FLOOR, ROOM NO. 502, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by SNEHASHIS BOSE, , , Daughter of Late SANKAR BOSE, , ALIPORE COURT, P.O: Alipore, Thana:

Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Service

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Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

#### On 28-11-2022

### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 112.00/- (E = Rs 28.00/-,I = Rs 55.00/-,M(a) = Rs 25.00/-,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 28/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2022 7:49PM with Govt. Ref. No: 192022230128160431 on 24-09-2022, Amount Rs: 28/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI240922932708 on 24-09-2022, Head of Account 0030-03-104-001-16

### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by by online = Rs 20,070/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2022 7:49PM with Govt. Ref. No: 192022230128160431 on 24-09-2022, Amount Rs: 20,070/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI240922932708 on 24-09-2022, Head of Account 0030-02-103-003-02

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Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

#### On 30-11-2022

## 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 112.00/- (E = Rs 28.00/-, I = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-

#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by Stamp Rs 50.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 20109, Amount: Rs.50.00/-, Date of Purchase: 05/08/2022, Vendor name: S Chanda

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Mohul Mukhopadhyay

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 1904-2022, Page from 1125088 to 1125143
being No 190419327 for the year 2022.



mm

Digitally signed by MOHUL MUKHOPADHYAY

Date: 2022.12.06 12:15:57 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/12/06 12:15:57 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)