

Shri Manu Tapath

A.R.A-I, Book NO-I, Deed NO-03157, Year-2014

# भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

## INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

4989/23

88AB 681033

Serial No. 1989 dt. 29/12/23  
 BK No. 1 Vol. No. 1901 Pages to  
 Entry No. 3157 Year 2014  
 Copying Fee Ordinary \_\_\_\_\_  
 Copying For Mems \_\_\_\_\_  
 Drafting Charge for Map or Plan \_\_\_\_\_  
 Xeroxing Charges \_\_\_\_\_

1128-1181

4.00

10.00

10.00

405.00

429.00

Under Article F (1) & F (2) \_\_\_\_\_  
 Under Article D (a) & D (b) \_\_\_\_\_  
 Value of \_\_\_\_\_  
 Value of \_\_\_\_\_  
 Value of \_\_\_\_\_  
 Cost of Map \_\_\_\_\_  
 Cost of \_\_\_\_\_  
 Total Cost of \_\_\_\_\_  
 Copy \_\_\_\_\_  
 Sealed and delivered \_\_\_\_\_  
 As per Order \_\_\_\_\_

*S. Tripathi*

4989/23

Registrar of Assurances-I  
Kolkata

Additional Registrar of  
Assurances-I, Kolkata

*29/12/23*

72716

TO \_\_\_\_\_  
SOLD TO \_\_\_\_\_  
OF \_\_\_\_\_  
RS \_\_\_\_\_  
JAYDEB CHATTERJEE  
16, INDIA EXCHANGE PLACE, KOL-1  
GOVT. LICENSED STAMP VENDOR  
L. NO. 351RS2018

MANANTA TRIPATHI  
Advocate  
High Court Judges' Court  
24 Pgs (N)

8 NOV 2021

8 NOV 2021



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7

I-03157/14

भारतीय गैर न्यायिक



भारत

₹ 50

FIFTY  
₹ 50

INDIA

INDIA NON JUDICIAL

WCM-829/14

M 550990

पश्चिम बंगाल WEST BENGAL

9-4722/14

M.P.R. 39.13, 18.487/-

THIS AGREEMENT made this the 4th day of February, 1956, by Two Thousand Fourteen of the

Christian Era BETWEEN(1) MACHINO MOTORS PRIVATE LIMITED (formerly known as

Walford Motors Private Limited), a company incorporated under the Companies Act,

1956, having its registered office at premises No. 8A, Alipore Road, Kolkata - 700 027, (2)

RAJIV EXPORT INDUSTRIES PRIVATE LIMITED, a company incorporated under the

Companies Act, 1956, having its registered office at premises No. 8A, Alipore Road, Police

Station - Alipore, Kolkata - 700 027, hereinafter jointly referred to as the "OWNERS"

(which term or expression shall, unless excluded by or repugnant to the subject or

context, be deemed to mean and include their respective successors-in-interest and

permitted assigns) of the FIRST PART;

Witnesseth that the Document is binding in registration. The Signatures Sheet and the endorsement sheet attached to the Document are the part of this Document.

₹ 1,250  
₹ 2,350  
₹ 600

Approval Registry  
of Assurances & Bonds  
08.4.14



A.R.A. - KOLKATA

Receipt For fees for copy under application for inspection

FORM - 5556 B 1557

Cutoff 28/12/2023

19C1004880275273

28/12/2023

B B

03157

Book No. 1, Volume No. 7 / Total Pages - 54 for the year 2014 of the office

A.R.A. - KOLKATA

81 - 2 /-

82 - 2 /-

Gate - 405 /-

Gift - 0 /-

₹ 0 /-

₹ 10 /-

₹ 0 /-

₹ 10 /-

₹ 429 /-

Searching Fee Under Article

Copying Fee Under Article

Charges for Preparing Map or Plan

Stamp Paper (Value)

Stationery (Value)

Court Fee (Value)

Total Amount Received

Mr Subroto Bhowmik  
A.R.A. - KOLKATA  
OFFICE OF THE A.R.A. - KOLKATA

30350

NAME: P. Baverjee. Aar  
 ADDRESS: H. C. Out  
 5/7 MAY 2013  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2-B-3, K. S. Park Road, And-1

7 MAY 2013

7 MAY 2013

*P. Baverjee*

MASKED

For MACHINO TOYODA SALES LTD.  
*P. Baverjee*  
 Director

For RAJY EXPORT INDUSTRIES PVT. LTD.  
*P. Baverjee*  
 Director

For MACHINO MOTORS PVT. LTD.  
*P. Baverjee*  
 Director

*Rajiv Ghildal*

MASKED

For Mac Developer  
 P. Baverjee

*P. Baverjee*  
 P. Baverjee

Ghanshyam Mandel  
 8/0 Bati Mileenda Ram Mandel  
 18, Old Post Office Rd.  
 Kolkata - 700 001 New Bank



ADDITIONAL RESERVING  
 OF ASSAULTED, KOLKATA  
 4 APR 2013



AND

MAC DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Premises No. 63/4, Harish Chatterjee Street - Kolkata-700 025, 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 successors-in-interest and permitted assigns) of the **SECOND PART**.

AND

MAOHINO TECHNO SALES LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 'Jindal House', 8A, Alipore Road, Police Station - Alipore, Kolkata - 700027, hereinafter referred to as the 'Confirming Party' (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-interest, successors-in-office, legal representatives and/or permitted assigns) of the **THIRD PART**.

**WHEREAS:**

A) One Nandalal Roy, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 2 Bighas, 16 Cottahs, 8 Chittacks, 21 Sq. ft. be the same a little more or less Together With all buildings and/or structures erected thereon situate lying at and being premises No. 21/1, Darga Road, Kolkata (hereinafter referred to as the "said entire property").

B) The said Nandalal Roy died on the 25<sup>th</sup> day of January, 1925 after making and publishing his Last Will & Testament dated the 20<sup>th</sup> day of January, 1925, whereby and where under, he gave devised and bequeathed all his properties both moveable and immovable unto and in favour of his six sons namely- Banam Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Batar Chand Roy and Nermal Chand Roy absolutely and in equal shares on the



condition that the residuary properties would be divided amongst his said sons on the youngest of them attaining majority.

- C) The Probate in respect of the said Will was duly granted on the 28<sup>th</sup> day of August, 1925 by the Hon'ble High Court of Judicature at Fort William in Bengal to Gagan Chand Roy, Jaded Kishore Roy, Gokul Kishore Roy, Joth Kumari Dassi and Dinendra Nath Chandra, the executors and executrix named in the said Will.
- D) By a Deed of Partition dated the 26<sup>th</sup> day of January, 1948 made between the said Bankim Chandra Roy and Kala Chand Roy, therein jointly referred to as the First Parties of the First Part, Shyam Chand Roy and Ratan Chand Roy, therein jointly referred to as the Second Parties of the Second Part, Tara Chand Roy and Nemai Chand Roy, therein jointly referred to as the Third Parties of the Third Part and Joth Kumari Dassi, therein referred to as the Fourth Party of the Fourth Part and, registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 8, Pages 243 to 261. Being No. 353 for the year 1948, the immoveable properties left behind by the said Mandalal Roy were mutually divided and partitioned amongst the said parties and, it was provided that the said entire property shall remain joint between the said six sons namely - Bankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemai Chand Roy each having undivided 1/6<sup>th</sup> part or share therein.
- E) By a Deed of Settlement dated the 8<sup>th</sup> day of December, 1954 made between the said Bankim Chandra Roy, therein referred to as the Settlor of the One Part and the said Bankim Chandra Roy and his wife Sova Roy, therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 126, Pages 184 to 193. Being No. 5303 for the year 1954, the said Bankim Chandra Roy created a trust in respect of his undivided 1/6<sup>th</sup> part or share in the said entire property for the purpose therein stated and on the terms and conditions therein contained.



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- F) By another Deed of Settlement dated the 19<sup>th</sup> day of January, 1955 made between the said Kala Chand Roy, therein referred to as the Settlor of the One Part and the said Kala Chand Roy and his wife Jyotuna Roy, therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 9, Pages 172 to 181, Being No. 220 for the year 1955, the said Kala Chand Roy created a trust in respect of his undivided 1/6<sup>th</sup> part or share in the said entire property for the purpose therein stated and on the terms and conditions therein contained.
- G) By the events which followed thereafter and, by reason of the provisions of the said Will of Mandalal Roy, the Deed of Partition and the Deeds of Settlement recited aforesaid, the said Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nirmal Chand Roy in their individual capacities, the said Bankim Chandra Roy and Sova Roy as Trustees under the aforesaid recited Deed of Settlement dated the 8<sup>th</sup> day of December, 1954 and the said Kala Chand Roy and Jyotuna Roy as Trustees under the aforesaid recited Deed of Settlement dated the 19<sup>th</sup> day of January, 1955 became entitled to All That the said entire property absolutely and forever.
- H) The said Bankim Chandra Roy died on the 13<sup>th</sup> day of December, 1969.
- I) By a Deed of Appointment of New Trustees dated the 23<sup>rd</sup> day of December, 1970 made between the said Sova Roy, therein referred to as the Trustee of the One Part and Birendra Kumar Roy and Subrata Roy, therein jointly referred to as the New Trustees of the Other Part and, registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 176, Pages 262 to 268, Being No. 5375 for the year 1970, the said Sova Roy, in exercise of her power conferred upon her by the Deed of Settlement dated the 8<sup>th</sup> day of December, 1954 appointed the said Birendra Kumar Roy and Subrata Roy as the Trustees of the said Trust created by the said Deed of Settlement.
- J) The said Kala Chand Roy died on the 6<sup>th</sup> day of August, 1980.



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K) By a Deed of Partition dated the 8<sup>th</sup> day of September, 1980 made between the said Sova Roy, Birendra Kumar Roy, Subrata Roy as Trustees of the First Part, Jyotsna Roy as sole Surviving Trustee of the Second Part, Tara Chand Roy of the Third Part, Shyam Chand Roy of the Fourth Part and Nirmal Chand Roy of the Fifth Part and registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 25, Pages 269 to 283, Being No. 820 for the year 1980, the said entire property was divided and partitioned amongst the parties therein in the manner as follows :-

- a) Lot-C of the said entire property shown and delineated in the map or plan annexed thereto and bordered in colour Green thereon was absolutely allotted to Sova Roy, Birendra Kumar Roy and Subrata Roy.
- b) Lot-B of the said entire property shown and delineated in the map or plan annexed thereto and bordered in colour Green thereon was absolutely allotted to Jyotsna Roy.
- c) Lot-A of the property shown and delineated in the map or plan annexed thereto was absolutely allotted to Nirmal Chand Roy.

L) By a Deed of Appointment of New Trustee dated the 16<sup>th</sup> day of April, 1981 made between the said Jyotsna Roy, therein referred to as the Trustee of the One Part and Arati Dutta and Bharati Pyne, therein jointly referred to as the New Trustees of the Other Part and, registered with the Registrar of Assurances, Calcutta in Book No. IV, Volume No. 40, Pages 258 to 261, Being No. 1214 for the year 1981, the said Jyotsna Roy, in exercise of her power conferred upon her by the Deed of Settlement dated the 19<sup>th</sup> day of January, 1955 appointed the said Arati Dutta and Bharati Pyne, as the Trustees of the said Trust created by the said Deed of Settlement.

M) By an Indenture of Conveyance dated the 3<sup>rd</sup> day of August, 1987 made between the said Jyotsna Roy, Arati Dutta and Bharati Pyne, therein jointly referred to as the Trustees of the



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One Part and Rajiv Export Industries Private Limited, therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 357, Pages 187 to 20. Being No. 12718 for the year 1987 the said Jyotsna Roy & Others for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Rajiv Export Industries Private Limited All That the piece and parcel of land containing an area of 14 Cottaks, 13 Chittacks, 14 Sq. ft. be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule there under written absolutely and forever.

N) By another indenture of Conveyance dated the 25<sup>th</sup> day of August, 1987 made between the said Sova Roy, Birendra Kumar Roy, Subrata Roy, therein jointly referred to as the Vendors of the One Part and Walford Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 277, Pages 160 to 178, Being No. 13361 for the year 1987 the said Sova Roy & Others for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Walford Motors Private Limited All That the piece and parcel of land containing an area of 1 Bigha, 7 Chittacks, 3 Sq. ft. be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule there under written absolutely and forever.

O) By another indenture of Conveyance dated the 31st day of March, 1992 made between the said Nimal Chand Roy, therein referred to as the Vendor of the One Part and Walford Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 379, Pages 50 to 61, Being No. 10029 for the year 1992 the said Nimal Chand Roy, for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Walford




Motors Private Limited All That the piece and parcel of land containing an area of 17 Cottahs be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule thereunder written absolutely and forever.

P) The said Walford Motors Private Limited changed its name to MACHINO MOTORS Private Limited on 11<sup>th</sup> September 1994 and a fresh certificate of incorporation in respect thereof was issued by the Registrar of Companies, West Bengal.

Paj) By another indenture of Conveyance dated the 16<sup>th</sup> day of January, 2008 made between the 1) Sawood Ahmed, 2) Shahid Ahmed and MD. Noorul Hassan and Mansoorul Hassan therein referred to as the Vendor of the One Part and MACHINO MOTORS Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 54, Being No. 861 for the year 2008, for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said MACHINO MOTORS Private Limited All That the piece and parcel of land containing an area of 4 Cottahs 4 chittacks 4 Squarefeet be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1A, Darga Road, Kolkata more fully and particularly described in the Schedule thereunder written absolutely and forever.

Q) By another indenture of Conveyance dated 26<sup>th</sup> November 2009, between the said MACHINO MOTORS Private Limited therein referred to as the Vendor of the One Part and RAJIV EXPORTS INDUSTRIES Private Limited, therein referred to as the Purchaser of the other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 29, Pages 5108 to 5120, Being No. 07497 for the year 2009, MACHINO MOTORS Private Limited sold its undivided one percent share of Land unto and in favour of the said RAJIV EXPORTS INDUSTRIES Private Limited in order to have a common ownership in both Premises No. 21/1A/2 and 21/1A/1



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Q.1) Thereafter the Owners are now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land containing an area of 3 Aghas 16 Corua 8 Chataks 21 sq. ft. situate lying at and being amalgamated premises No. 21/1A/1, Darga Road, now renumbered as 21/1A/3, Darga Road, Kohata after amalgamation of Premises No. 21/1A/1 and 21/1A/2 more fully and particularly described in the First Schedule hereunder written (hereinafter referred to as the 'said property') absolutely and forever.

R) The Owners have got a plan duly sanctioned by the Kohata Municipal Corporation having Building Permit No. 201.2070204 Dated the 24<sup>th</sup> day of 04. 2012. for construction of two separate blocks of buildings on the said property after demolishing the existing structures (hereinafter referred to as the 'said plan').

S) As the Owners have no experience in the field of construction and/or development of properties, the Owners approached the Developer and made an offer to the Developer to develop the said property by way of constructing and/or erecting two separate blocks of building or buildings at the said property in accordance with the said plan,

T) The Developer being experienced in this field of construction and has adequate financial resources and has agreed to enter into this agreement and to undertake and carry on the development/project covered hereunder. The Owners have represented and confirmed the Developer that the owners have a have a marketable title to the said Property, free from all encumbrances, liens, claims, demands, mortgages, charges, leases, tenancies, licences, occupancy rights, trusts, debutter, acquisitions, requisitions, attachments, vesting, alignment, liabilities and its pendens whatsoever and there are no pending legal or other proceedings and/or any sub-judice order of any Court or authority relating to or affecting the said Property in any manner whatsoever. The Owners has full right, power and authority to enter into this Agreement and there is no bar, legal or otherwise, to the Owners entering into this Agreement

*[Handwritten signature]*



U) The Confirming Party is presently in occupation of the said property in its entirety and has been carrying on its business there from. The Confirming Party has also consented to the proposed development of the said property subject to certain terms and conditions.

V) The Developer accepted the aforesaid offer of the Owners and after a joint meeting held between the Owners, the Developer and the Confirming Party, the Owners have agreed to appoint the Developer herein as the sole and exclusive Developer to develop the said property by way of constructing and/erecting and/or building two separate blocks of building or buildings at the said property in accordance with the said plan on the terms and conditions appearing hereinafter.

W) The owners and the Developer have executed and/or entered into a Term Sheet on 5/05, 2013 for recording in writing some of the terms agreed upon as regards the proposed development by the Owner / Confirming Party.

X) The owners and the developer have, thereafter, held a series of discussions between them to arrive at further mutually agreeable terms.

Y) in accordance with the oral agreement between the parties the development work have been started by the Developer with the consent of the owner on and from 21<sup>st</sup> June 2013, the parties have now decided and agreed to enter into this agreement for the purpose of recording and/or reducing in writing relevant terms regulating the proposed development of the said property

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES**

**HERETO** as follows:-

**1. DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-



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**1.1 ARCHITECT** – shall mean such person or persons who may be appointed by the Developer in consultation with the Owners and the Confirming Party as the Architect for the Complex.

**1.2 ASSOCIATION** – shall mean any company incorporated under the Companies Act, 1956, or any Syndicate or a Committee as may be formed by Developer and the Owners jointly for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer and the Owners in consonance with the provisions and covenants herein contained.

**1.3 BLOCK 'A'** shall mean the block to be constructed and to be identified as such under these presents, which shall be used and utilized for office purpose and shall be comprising of a constructed area of about 4,677.53 square meter, being equivalent to 50,330 square feet alongwith a basement admeasuring an area of about 1,687.70 square meter, being equivalent to 18,152 square feet.

**1.4 BLOCK 'B'** shall mean the block to be constructed and to be identified as such under these presents, which shall be utilized as a workshop and shall be comprising of a constructed area of about 3,951.58 square meter, being equivalent to 42,520 square feet, along with a ramp area of about 1,060 square meter, being equivalent to 11,406 square feet.

**1.5 CAR PARKING SPACE** – shall mean all the spaces in the portions at the basement.

**1.6 COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator, transformer, Fire Fighting systems, installations for common use and facilities for the Block - B and such areas as may be decided by the parties mutually for establishment, location,



*[Handwritten signature]*

enjoyment, provisions, maintenance and/or management of the Block, as are mentioned in the Third Schedule hereunder written.

**1.7 COMMON EXPENSES**— shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the unit/space holders in the proposed new building of Block 'A' and Block-'B' and all other expenses for the Common Purpose including those mentioned in the Fourth Schedule hereunder written to be contributed, borne, paid and shared by the transferees.

**1.8 COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping Block- A and Block-B, particularly the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

**1.9 COMPLETION NOTICE** – shall mean the notice contemplated in clause 11.1 below.

**1.10 COMPLEX** – shall mean the building Complex comprised of two Blocks "A" and "B" including their respective basement and ramp area to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan, and the open areas, if there be any.

**1.11 DATE OF COMMENCEMENT OF LIABILITY** – shall mean the date on which Owners/transferees of the units take possession of their respective allocation/allocation in the Blocks after fulfilling all their liabilities and obligations in terms hereof or the date next after



expiry of the Completion Notice for Complex irrespective of whether Owners/transferees of the units take possession or not, whichever is earlier.

**1.12 DEPOSITS/EXTRA CHARGES/TAXES** - shall mean the amounts specified in the Fifth Schedule hereunder to be deposited/paid by Owners/transferees of the units or their respective transferees as the case may be to the Developer.

✓ **1.13 DEVELOPER'S ALLOCATION** - shall mean 40% (forty percent) of 4,677.53 square meter, being equivalent to 50,330 square feet to be comprised in Block "A" together with the proportionate share in the land underneath and the proportionate share in the common areas 40% basement area of Block "A" & "B" which is 1,687.70 square meter. In case the area is reduced for any reason whatsoever other than any fault of the developer, the developer shall be in that case entitled to 40% of 4,677.53 square meter to be comprised in Block "A" and 1,687.70 square meter basement area of Block "A" & "B" and also in the case of the above stated discrepancy the Owner allocation shall be the rest of the area comprised in Block-A.

**1.14 OWNER'S ALLOCATION** - shall mean remaining 60% (sixty percent) of the buildings to be comprised in Block "A" together with the proportionate share in the land underneath and the proportionate share in the common areas and Block B in its entirety including the ramp area and 60% of the basement area of Block "A" & "B".

**1.15 DEVELOPMENT RIGHTS-** shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Complex on the said Land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (a) Enter upon and take possession and control of the said property and for the purpose of developing the Project in accordance with the instant agreement;



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- (b) Exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the Developer's Allocation by way of sale, or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the saleable area falling under Developer's allocation and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of such saleable area and proportionate undivided interest in the land underneath i.e. the proportionate share in the said Land in accordance with the Developer's allocation .
- (c) Save as otherwise provided in this agreement, carry out the construction / development of the Complex and remain in sole possession, control of peaceful enjoyment of the said Land or any part thereof until the completion of development of the Complex subject to the terms contained in this agreement.
- (d) Apply for and obtain from the relevant authorities all Approvals for development and construction of the Complex that are required to be obtained by the Developer in terms of this Agreement;
- (e) Appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons, , to carry out the development work and to pay the wages, remuneration and salary of such persons;
- (f) Make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said property paid by the Developer;



*[Handwritten signature]*

- (g) Make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;
- (h) Deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Complex necessary for the full, free, uninterrupted and exclusive development of the said property;
- (i) Carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (j) Execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area of the Developer's Allocation to be constructed on the said property as envisaged herein;
- (l) Take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,
- (m) Demarcate the common areas and facilities of Block "B" in consultation with the Owners, as per the lay out plan and applicable law and to file and register all requisite deeds and documents with the competent authority,



(m) Generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

**1.16 LAND TO COMPRISE IN THE COMPLEX**— shall mean All That the piece and parcel of land containing an area of 2 Bighas 16 Contahs Chittacks 21 sq. ft. be the same a little more or less situate lying at and being premises No. 21/1A/2, Darga Road, Kolkata more fully and particularly mentioned and described in the First Schedule hereunder written.

**1.17 AREA TO COMPRISE IN THE BLOCKS "A" & "B"**. As per the Sanction Building Plan No.2012070204 dated 24.04.2012 Block "B" would be on a constructed area of 42,520 sq.ft. along with a ramp area 11,406 sq. ft. and Block "A" would be on constructed an area of 50,330 sq. ft. having a basement area of 18,152 sq. ft. as particularly mentioned and described in the Second Schedule hereunder written and which may be demarcated by a boundary wall in future. All calculations are provided by Architect Mr. Sube Basu as per the sanction Building Plan.

**1.18 MAINTENANCE-IN-CHARGE** - shall mean and include the Developer and the Owners and/or such agency or any outside agency to be appointed by the Developer/Owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer and the Owners not inconsistent with the provisions and covenants herein contained.

**1.19 MARKETING** - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in Block "A" to any transferee or tenant or licensee or lessee, purchaser, as the case may be for owning or occupying any flat, unit, apartment and/or constructed space in Block "A" and the basements of Block "A" and "B".



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**1.20 NEW BUILDINGS** – shall mean the new building of the Block "A" and the basements of Block "A" and "B" to be constructed, erected and completed in accordance with the Plan on the Said property.

**1.21 PLAN** – Shall mean the plan sanctioned by Kolkata Municipal Corporation having Building Permit No. 2012070204 dated 24.04.2012 or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect and approved by the sanctioning authorities provided that any deviation effecting the existing plan as regards Block 'B' shall not be made without prior written consent of the Confirming Party.

**1.22 PROJECT** – shall mean the development of the said land and the construction, erection and completion of the Complex in two phases by the Developer in terms of this Agreement and the Plan.

**1.23 SAID SHARE** – shall mean the undivided proportionate indivisible part or share in the Said Land attributable to either party's allocation as in the context would become applicable.

**1.24 SALEABLE SPACE/AREA** shall mean the constructed space in the new building of Block 'A' available occupation including the car parking spaces after making due provisions for the space required for common facilities and amenities.

**1.25 SPECIFICATION** – shall mean the specification for construction of the Blocks and the said Complex as mentioned in the Sixth Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.



1.26 TITLE DEEDS – shall mean the documents of title of the Owners in respect of the said property.

1.27 TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

1.28 TRANSFEREE/PURCHASER – according to the context shall mean all the prospective or actual transferees who would agree to acquire any Unit in commercial area or take on rent or lease any Unit in commercial area or shall have acquired or taken on rent or lease any Unit in Block 'A'.

## 2. INTERPRETATION

In this agreement save and except as otherwise expressly provided –

- i) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded, if the last day of such period is not a business day, the period in question shall end on the next business day.



- iv) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) The words 'herein', 'hereof', 'hereunder', 'hereafter', 'hereinto' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

### 3. COMMENCEMENT:

3.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed

### 4. AUTHORITY TO ENTER:

4.1 Simultaneously with the execution of this agreement, the Owners have, in part performance hereof, allowed the Developer exclusive and free license to enter the said property as a Developer for carrying out the works for development..



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5. STEPS FOR DEVELOPMENT OF THE LAND TO COMPRISE IN THE COMPLEX

- 5.1 It would be the responsibility of the Developer to manage all local problems and other issues. The Owners would not be responsible or liable to pay any cost and charges towards the same excepting as specifically provided herein.
- 5.2 By virtue of the rights hereby granted the Developer is exclusively authorized to build upon and exploit commercially the Land to comprise in the Complex by (1) constructing the two Blocks, (2) dealing with the spaces of the Developer's Allocation with corresponding undivided proportionate share in the Land to be comprised in Block "g" of the Complex according to the marketing format.
- 5.3 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer.
- 5.4 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
- a. hold, occupy, enter upon and use the said property for the purposes of development of the said property by constructing the two Blocks thereat and such other development and construction therein or thereon as may be necessary or appropriate;
  - b. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
  - c. establish, provide or procure; install, construct, as the context admits or requires, and operate the facilities;



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d. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

5.5 The Owners shall grant to the Developer and/or its Directors and/or nominees Power of attorney in the following manner:-

a) The registered Power of Attorney shall be granted simultaneously with the execution of this Agreement for the following purposes -

i) All purposes for obtaining extension of plan including addition/alteration/modification thereof, as may be agreed upon by and between the parties hereto.

ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;

iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc. in the said property.

b) For the purpose of executing Agreements for sale and Conveyances in respect of the saleable spaces in the Developer's Allocation.

5.6 The said Powers of attorney shall be specific and valid for the purposes they would be given and shall not be revoked during the subsistence of this agreement.





- 5.7 The OWNERS shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the OWNERS. In addition to the aforesaid, the OWNERS shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to act, do and perform all or any of the obligations of the OWNERS mentioned above towards development of the said property in terms of this Agreement..
- 5.8 The Block "A" and the basements of Block "A" and "B" shall be marketed by the Developer and the Owner jointly. The mutual allocation of Block-A shall be every alternate floor that is to be decided mutually by the Developer and the Owner i.e. if the Developer takes the first floor then the Owner takes the Second Floor, but allocation of the ground Floor of Block A is to be divided in 50:50 ratio between the Owner and Developer. The Developer will decide after a discussion with the marketing agency which portion of the Developer's allocation will be marketed by the marketing agency and also the price to be fixed.
- 5.9 The Developer shall be entitled to have the said plan modified or amended from time to time, subject to prior written consent of the Owners and/or the Confirming Party, as the case may be, and shall also have the same sanctioned with the concurrence of the Owners.
6. CONSTRUCTION OF THE COMPLEX AND COMMERCIAL EXPLOITATION OF BLOCK "A" AND THE BASEMENTS OF BLOCK "A" & "B":
- 6.1 The Owners shall vacate and deliver vacant and peaceful possession of the land to the Developer within 15 days from the date of execution of this Agreement hereof to enable the Developer to start construction of the Block "B" in terms of the said plan, upon being handed



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over the vacant possession of the land, the developer shall start constructing Block B after demolition of the existing structure without making any delay for any reason whatsoever.

6.2 It is clearly understood by and between the parties hereto that the Confirming Party is presently in occupation of the said property in its entirety as a lawful and bonafide tenant thereof. The Confirming Party will be required to vacate the said property within 15 days from the date of execution of this Agreement so as to enable the Developer to develop the same in terms of this agreement.

6.3 The Developer shall hand over block B to the owner and the owner shall in turn hand over Block B to the Confirming party, the Tenancy for the said portion of the Developers allocation as clearly mentioned in clause 1.13 of this development Agreement shall cease and all the rights of the Confirming party for the said portion shall also extinguish and the tenant shall only remain as a tenant of Block B(mentioned in clause 1.4 hereinbefore). As the Confirming party shall have the right to sublet, transfer, develop or assign either in part or the whole of the said tenancy with the consent of the Owner as detailed in the tenancy Agreement dated 25<sup>th</sup> April 2005, so the Confirming party shall execute a power of Attorney along with the owner so that the Developer can sublet, transfer, assign, sale its portion till the right of the Tenant for Block A(mentioned in clause 1.3 hereinbefore) extinguishes. The Owner shall pay the cost of materials to the Developer for construction of Block A and that is to be mutually decided by owner and the Developer. The Owner or the confirming party shall pay the cost of materials to the Developer for construction of Block A and that is to be mutually decided by owner and the Developer



- 6.4 The Developer shall, without creating any financial liability (save and except agreed hereunder) on the OWNERS, construct, erect and complete the Complex in accordance with the plans sanctioned by sanctioning authorities and as per the specifications mentioned in the Sixth Schedule hereunder and/or as be recommended by the Architects from time to time (collectively Specifications).
- 6.5 The development work shall be carried out in two phases. In the first phase the Developer shall initiate and complete the construction of Block 'B' including its ramp area and shall hand-over Block 'B' to the Owners, who, in turn, shall immediately hand over possession of Block 'B' to the Confirming Party. The Developer may, however, after initiation of construction of Block 'B', initiate the construction work of Block 'A' and may carry on the construction work of both the blocks together.
- 6.6 The Confirming Party shall be put in possession of block "B" by the owners on such terms, as may be agreed upon by and between the Owners and the Confirming Party.
- 6.7 The Developer shall start the foundation work i.e. commencement of work of Block "B" immediately upon receiving the vacant possession of the land thereof and the Developer shall construct, erect and make operational and handover to the owners Block "B" within a period of 18 (eighteen) months from the date of demolition of the existing structure which should be completed within one month from the date of execution of this Agreement. In any event and notwithstanding anything contained elsewhere, the Developer shall complete the construction of Block B in all respect and shall hand the same over to the owners within a period of 18 months. The Developer shall complete construction of total project i.e. Block "A" & "B" in all respect within a period of 36 months from the date of being handed over possession of land thereof by the owners. If the developer fails to construct Block-B within the stipulated period of 18 months then an extension of 4 months for Block-B should be provided to the Developer.



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The manner and time schedule of work shall form a part of Seventh Schedule of this Agreement.

- 6.8 The above time schedules are all subject to force majeure.
- 6.9 The Developer shall, install and erect in the Complex pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 6.10 The Owners shall not be liable to pay any incidental charges towards construction of the said blocks except as provided herein.
- 6.11 The Developer is hereby authorized in the names of the OWNERS to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the OWNERS and required for the construction of the Complex but in no circumstances the OWNERS shall be responsible for the price/value, storage and quality of the building materials.
- 6.12 The Developer shall be authorized in the names of the OWNERS to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.13 Notwithstanding anything contained herein, it is specifically agreed and understood that the time stipulated for commencement and completion of construction including the period of extension of 4 months and for handing over possession of Block "A" & Block "G" shall be the essence of the contract.
- 6.14 The owners have already spent an amount of Rs.1.32 crore towards obtaining the sanction of the building plan from the concerned authorities. The developer shall reimburse an amount of Rs.50 lakh out of the said sum of Rs.1.32 crore borne by the Owners.



However, the developer will not be required to bear the fees of the Architect or to share any other expenses borne by the owners till the date of sanction of the building plan. The fees of the Architect from the date of the sanction of the building plan shall be shared and borne by the owners and the Developer equally. In the event of modification or alteration or amendment of the building plan, the owners shall bear 50% of the fees and/or charges payable to the concerned authority in terms of law upon production of necessary receipt by the Developer in that regard evidencing such payment made by the Developer to such authority.

7. POWERS AND AUTHORITIES:

- 7.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the OWNERS hereby nominate, constitute and exclusively appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the OWNERS, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said land:
- (a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the Complex in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- (b) To enter upon the land to comprise in the Complex with men and material as may be required for the purpose of development work and erect the Complex as per the Building Plans to be sanctioned.
- (c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the Complex on the said land.



- (d) To apply for modifications of the Building Plans from time to time as may be required.
- (e) To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the OWNERS and required for the construction of the Complex but in no circumstances the OWNERS shall be responsible for the price/value, storage and quality of the building materials.
- (f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the land to comprise in the Complex.
- (g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the Complex on the Land to comprise in the Complex and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the OWNERS in connection therewith.
- (h) After completion of the construction of the Complex or any Phase, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (i) To enter into agreements for sale / lease / rent of the Developer's allocation along with or without the corresponding undivided share in the land to comprise in Block "A", on such terms and conditions as the Developer may think fit and proper
- (j) To execute from time to time deeds of transfer of spaces comprised in the Developer's allocation along with or without the corresponding undivided share in the land to comprise in



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Block "A", to receive consideration, rents, deposits therefore and present the above documents for registration and admit the execution of such documents before the appropriate authorities.

(k) To accept any service of writ of summons or other legal process on behalf of and in the name of the OWNERS and to appear in any court or authority as the Developer deems appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the land to comprise in the Complex and not relating to the title of the Owners (which shall be the responsibility of the Owners) in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the OWNERS or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign Vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the instant development project.

(l) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the OWNERS could do in person.

7.2 OWNERS hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

8. DEPOSITS AND FINANCIALS:



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- ✓ 8.1 The Owners and the Developer shall apply for temporary electricity connection from the concerned authority. The owners and the Developer shall equally share all payments required to be made to CESC Ltd. as regards installation of Transformer and towards obtaining temporary electricity connection. The owners of the respective units and/or portions will later on be entitled to apply for and obtain permanent electricity connection at their own expenses and costs for the Block "A". The cost for Block "B" would be borne by the owner.
- ✓ 8.2 The Developer shall be responsible towards making necessary arrangements for temporary drainage and sewerage systems and availing temporary water connection and upon completion of Block A, the Owners shall bear all expenses towards making payments of fees and charges to the authorities concerned for obtaining permanent water and drainage connections for Block "B". Insofar as Block A is concerned, all expenses relating to water connection, drainage and sewerage, shall be exclusively borne by the Developer.
- ✓ 8.3 The transferees of each party shall pay or deposit the extras and deposits mentioned in the Fifth Schedule hereunder written for the Unit to be acquired with the Developer.
9. **DEALING WITH SPACES OF BLOCK "A":**
- 9.1 All the spaces that falls in Developers allocation and the Owner's allocation shall be marketed jointly as stated herein above in this Agreement.
- 9.2 The Developer shall determine the first basic price for sale or disposal of the spaces in the Block "A" keeping in view the economics and market response of the project.



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- 9.2 The parties shall directly receive the payments from the buyers for sale of any units in their respective allocations, make payment of brokerage and pay the marketing costs.
- 9.4 The Developer and Owners shall execute and register with the appropriate registering authorities all agreements and Deeds of Conveyance or other documents for transferring and/or demising of any unit/s in the Block "X" as attached into and in favour of the intending purchaser/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchaser/transferees in the case may be.
- 9.5 The Developer and Owners shall be entitled to transfer or demise their respective allocations of the Block "X" and the allotments of Block "X" and "Y" separately.
- 9.6 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any area in the Block "X" shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and conditions for the use and occupation thereof together with amenities and facilities therein as are stipulated in the agreement or that would be drafted by the Advocates of the Developer and the Owners separately and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions and the transferees under them shall also abide by the terms of this Agreement.

#### 10. MUNICIPAL TAXES AND DUTIES

- 10.1 All Municipal rates and taxes or local revenue and outgoings on the land to be comprised in the Complex relating to the period prior to the commencement of construction shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the said Owners as and when called upon by the Developer, without raising any objection thereto.



10.2 As from the date of commencement of construction of block "A", the Developer shall pay the property taxes as also other outgoings in respect of the Developers allocation to comprise in the Complex or so much thereof which would be under construction proportionately till such time the Block "A" is/are ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations. The Owners shall bear solely from the date of commencement of construction of block "B" the property taxes as also other outgoings in respect of the Owner's allocation to comprise in the Complex.

#### 11. POST COMPLETION MAINTENANCE:

11.1 On operational completion of Block "B", the Developer shall, give a notice to the Owners for taking over possession of the same (possession notice) and in case of Block "A" if opted for allocation of space similar notice would be given for taking over possession of the same. On receipt of such notice, the Owners shall within 15 days thereafter take over possession of such Block and hand the same over to the Confirming Party within a period of 15 days thereafter.

11.2 On and from the date of expiry of the possession notice (Possession Date), the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, Rates and taxes, land revenue, in the ratio of their allocation irrespective of the fact whether actual physical possession was taken or not.

11.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, for their respective allocations to the concerned authorities/Maintenance-in-charge and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever



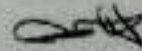
directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

11.4 The Developer shall be responsible for the management, maintenance and administration of the Block "A" and the common areas/portions or in consultation with the Owners appoint an agency to do the same. The parties herein hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the Block "A" and the basements of Block "A" and "B" and the common areas/portions. The Developer shall be absolved from the responsibility for the management, maintenance and administration of the Block "A" and the common areas/portions after the Developer has handed over possession to the owner and the purchasers of Block A.

11.5 The Agency to be appointed as per clause 11.4 shall manage and maintain the Common Portions and services of the Block "A" and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Block "A", land tax, water, electricity, sanitation and scavenging charges for the common areas and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. The Owner and/or the Confirming party shall be responsible for the maintenance and upkeep of Block-B.

## 12. COMMON RESTRICTIONS:

12.1 The Block "A" and the basements of Block "A" and "B" shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers thereof.



12.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Block "A" shall permit the agency to be appointed as per clause 11.4, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

12.3 It is agreed between the parties that the Developer shall, in consultation with the Confirming Party and the Owners, frame a scheme for the management and administration of the Block "A" and the basements of Block "A" and "B" and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs thereof.

### 13. OBLIGATIONS OF THE DEVELOPER:

13.1 Execution of the Complex shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

13.2 The Developer shall be responsible for planning, designing development and construction of the Complex with the help of professional bodies, contractors, etc.

13.3 The Developer has assured OWNERS that it shall implement the terms and conditions of this Agreement.

13.4 The Developer shall construct the Complex and shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labours, staff and employees engaged by it.



- 13.5 All tax liabilities in relation to the construction, namely sales tax, works contract tax and other dues shall be paid by the Developer.
- 13.6 All statutory taxes including VAT, Service Tax, Works Contract Tax and any other taxes in may be applicable for the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners.
- 13.7 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in their respective proportion. The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 13.8 The Developer hereby agrees and covenants with OWNERS not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Complex.
- 13.9 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area/space.
- 14. OBIGATIONS OF OWNERS:**
- 14.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Land to comprise in the Complex.
- 14.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.



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- 14.3 The Owners shall provide the Developer with copies of any and all documentation and information relating to the land to comprise in the Complex as may be required by the Developer from time to time.
- 14.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 14.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the Complex.
- 14.6 The Owners hereby covenant not to transfer, grant lease, mortgage and/or charge the land to comprise in the Complex or any portions thereof save in the manner envisaged by this Agreement. Notwithstanding anything to the contrary contained elsewhere it is made clear that due diligence by the Developer shall not absolve the Owners of the Owner's obligation to ensure that the said Property is purchased with a good and marketable title and/or the Owner's obligation, liability and responsibility to rectify any defects and/or deficiencies in the title and remove any encumbrances and liabilities relating to the said Property at its own costs.
- 14.7 The Developer shall be under an obligation to use standard materials while developing the said property in accordance with the specifications detailed in the Sixth Schedule in this Agreement.
15. INDEMNITY:
- 15.1 The Developer shall indemnify and keep the OWNERS and the CONFIRMING PARTY saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by OWNERS AND the CONFIRMING PARTY in relation to any



accident or mishap takes place during construction until construction of the Complex is complete.

15.2 If any accident or mishap takes place during construction until completion of the said new building or buildings whether due to negligence or otherwise of the Developer, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or therefrom.

15.3 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the project including marketing thereof for any successful claim by any third party for any defect in title of the land to comprise in the Complex or any of their representations and the warranties being incorrect.

#### 16. MISCELLANEOUS:

16.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

16.2 The OWNERS and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

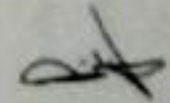
16.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

16.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

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- 16.5 It is understood that from time to time to facilitate the uninterrupted construction of the Complex by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of OWNERS. Further, various applications and other documents may be required to be signed or made by OWNERS relating to which specific provisions may not have been mentioned herein. OWNERS hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and OWNERS also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of OWNERS and/or go against the spirit of this Agreement.
- 16.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 16.7 OWNERS shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep OWNERS indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the OWNERS shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' allocation. The Owner also confirms that there are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property in any manner whatsoever.
- 16.8 The name of the New Building shall be decided by the Owners.





16.9 All the previous agreements, understandings and arrangements by and between the parties shall stand cancelled or superseded by this agreement and this agreement shall prevail.

**17. DAMAGES AND TERMINATION:**

17.1 Save as otherwise provided in this Agreement, in the event of either party failing to discharge any of its obligations or failing to observe or perform any of its duties under this Agreement, the other party shall serve the party failing to discharge or observe or perform a notice of 60 (sixty) days to do, perform, observe or rectify such duty or performance or observance within the notice period.

17.2 The maximum time period given to the Developer to complete the project other than sanction from authorities upon getting possession of the entire land and after one month's time after possession to demolish the existing structure would be 36 (thirty six) months. If the developer fails to construct Block-B within the stipulated period of 18 months then an extension of 4 months for Block-B should be provided to the Developer. The Developer would be liable to pay a compensation of Rs.1 (one) lac fifty thousand per month to the Owners in case the Developer fails to construct Block-B within the stipulated time period of 18 months along with an extension of 4 months and only in case such delay as stated above is attributable to the Developer. However if the Developer fails to construct the entire project within a stipulated period of 48 months solely due to the fault of the Developer then the Owner shall be entitled to Terminate this agreement

**18. FORCE MAJEURE:**

18.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable




control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or edicts (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

18.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of force majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavours, to re-commence its affected operations in order for it to perform its obligations. Neither OBTAINS nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

18.3 In the eventuality of Force Majeure circumstances the time for completion of the respective obligation shall stand extended by such period being the time of commencement of force majeure till its expiry and 7 days thereafter.

18.4 The Party causing to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by



which the Agreement may be performed despite the continuance of the event of force majeure.

19. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

20. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

21. **NOTICE:**

21.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered/speed post with acknowledgement due card or through recognized courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

21.2 Any such notice or other written communication shall be deemed to have been served:

21.2.1 If delivered personally, at the time of delivery.



21.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

21.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

21.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

## 22. SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach in addition to other remedies as would be available to the party concerned.

## 23. ARBITRATION:

The Parties shall attempt to settle the disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and



reasonable settlement satisfactory to both Parties. If the Parties fail to settle the Disputes by negotiation within 60 (sixty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by arbitration by an arbitrator appointed by the Owner and an arbitrator appointed by the Developer both the arbitrators shall appoint a third arbitrator in terms of the Arbitration and Conciliation Act, 1996, and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

24. In the event the plan sanctioned by Kolkata Municipal Corporation having Building Permit No. 20120702004, dated 24.04.2012 is modified and/or altered thereto and/or revised thereof and transformed from commercial to residential building plan then the ratio of allocation of both the Owner and Developer shall stand altered. The then altered Developer's allocation shall be 44% (forty four percent) of the total area to be comprised in Block "A" together with the proportionate share in the land underneath and the proportionate share in the common areas along with 44% basement area of Block "A" & "B" and the owners allocation shall mean the remaining 56% to be comprised in Block "A" together with the proportionate share in the land underneath and the proportionate share in the common areas along with 56% basement area of Block "A" & "B". In the event of any alteration or revision from commercial to residential building then the area of Block-A will change in accordance with the revised sanction plan.

#### 25. CONSIDERATION

In consideration of the DEVELOPER having agreed to build, erect and complete the said building and to make available the OWNER'S ALLOCATION, the DEVELOPER shall be entitled to the DEVELOPER'S ALLOCATION and also to have an undivided proportionate share or interest in the land comprised in the said premises which is attributable to the DEVELOPER'S ALLOCATION and the DEVELOPER shall pay an amount of Rs.50,00,000/- (Rupees Fifty Lacs) to the Owner and the Confirming party in accordance with clause 6.14

#### THE FIRST SCHEDULE ABOVE REFERRED TO: Section - A

The piece and parcel of land containing an area of 2 Bighas, 16 Contans.8 Chittaks, 21 Sq.ft. be the same a little more or less together with all buildings and/or structures erected thereon situate lying at and being amalgamated premises No. 21/1A/1, (Previously premises no.21/1A/1 and 21/1A/2) Danga Road, Part of Holding No 347 (formerly No.10), Mouza-Tiljala, P.S. Beniapukur, Kolkata - 700 017, WARD NO - 64, within the limits of Kolkata Municipal Corporation, District-24 Parganas South (hereinafter referred to as the said entire property) be a little more or less shown and delineated in the Map or plan and bordered in colour Green and butted and bounded by



ON THE EAST: HERITAGE SEASON PARK, 72A TILJALA ROAD  
 ON THE WEST: DARGA ROAD  
 ON THE SOUTH: Partly 72A TILJALA ROAD  
 and Partly by 21/18 Darga Road  
 ON THE NORTH: Premises No. 21/1A/3 JINDAL TOWERS

THE SECOND SCHEDULE ABOVE REFERRED TO:

**BLOCK "A"** shall mean the block to be constructed and to be identified as such under these presents, which shall be used and utilized for office purpose and shall be comprising of a constructed area of about 4,677.53 square meter, being equivalent to 50,330 square feet, along with a basement admeasuring an area of 1,687.70 square meter, being equivalent to 18,152 square feet.

**BLOCK "B"** shall mean the block to be constructed and to be identified as such under these presents, which shall be used and utilized as a workshop and shall be comprising of a constructed area of about 3,951.58 square meter, being equivalent to 42,520 square feet, along with a ramp area of 1,060.00 square meter, being equivalent to 11,406 square feet.

THE THIRD SCHEDULE ABOVE REFERRED TO:

**(COMMON AREAS, FACILITIES AND AMENITIES)**

- i) Electrical wiring and fitting and fixtures for lighting - staircase, lobby and other common areas and lift, generator and water pump with motor.
- ii) Drain and sewers from the building connected to the Corporation main sewer line.
- iii) Deep tube well in addition to Kolkata Municipal Corporation water supply, subject to the permission of KMC.



*[Handwritten signature]*

- iv) Staircase and landing having windows and glass panels.
- v) Lift, walls and lift rooms containing lift machine and internal wiring etc.
- vi) Water pump with motor, water reservoir, tube well and pump and distribution pipe lines from over head water tank to different units and their reservoir to over head water tank and also the room.
- vii) Electrical installation and main switch and meters.
- viii) Water and sewage, ejection pipes from the units to drain and sewer common to the building.
- ix) Main gate to the said premises and building.
- x) The top roof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

The proportionate cost towards maintenance of the building for all common areas to be shared proportionately by all owner/occupant as per the area enjoyed by the individual parties.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(EXTRAS AND DEPOSITS)**

All Flat Owners/occupants are required to pay a security deposit for maintenance of the building to be decided jointly by the Owner and the Developer towards maintenance purposes.



*[Handwritten signature]*

**THE SIXTH SCHEDULE ABOVE REFERRED TO.]**

**SPECIFICATIONS - BLOCK - A**

**BUILDING:** Piling, Basement & RCC Frame Structure

**EXTERNAL FINISH:** Blending of Cement base paint.

**STAIRCASE:** Spacious Staircase in Kota Stone.

**INTERIOR WALLS:** Brick walls with a plaster of Paris finish over cemented plaster, in the office area and lime putty over cemented plaster in the workshop area.

**FLOORING:** vitrified tiles on the floor of the office area and cemented mat finish in the workshop area.

**KITCHEN / PANTRY:** Solid Granite Counter tops, one stainless Steel Sink, ceramic tiles up to 2 feet height above platform.

**BATHROOM:** Ceramic Tiles on the walls and white colored European style WC and basin Silware or equivalent make. Elegant CP fittings of ESSCO or Equivalent make.

**WINDOWS:** Steel windows in the work shop area and Aluminum in the office area.

**DOORS:** Painted flush doors.

**ELECTRICALS:** Copper wiring in concealed conduits up to the DB.

f







BLOCK - B

BUILDING: Piling, Basement & RCC Frame Structure.

EXTERNAL FINISH: Blending of Cement base paint & OTHER Decorative finish as per specifications of the Architect.

STAIRCASE: Spacious Staircase in Marble / Granite Finish.

INTERIOR WALLS: Brick walls with a plaster of Paris finish over cemented plaster.

FLOORING: Varified tiles (Jonson, Euro or equivalent make).

OFFICE KITCHEN / PANTRY: Counter with Granite slab, one stainless Steel Sink, ceramic tiles up to 2 feet height above platform.

BATHROOM: Glazed, tiles up to door height, hot and cold water in Master Bathroom while colored European style WC and basin of Parryware or equivalent make. Elegant CP fittings of JAGUAR / ESSCO or Equivalent make.

WINDOWS: Aluminium windows.

DOORS: Main Doors Decorative and other doors Painted Flush doors.

ELECTRICALS: Copper wiring in concealed conduits. Sufficient light/fan points and TV, telephone points as per specification of the Architect.



COMMON FACILITIES:

- i) Electrical wiring and fittings and fixtures for lighting – staircase, lobby and other common areas and lift and water pump with motor.
- ii) Drain and sewer from the building connected to the Corporation main sewer line.
- iii) Deep tube well in addition to Kolkata Municipal Corporation water supply.
- iv) Staircase and landing having windows and glass panels.
- v) Lift walls and lift rooms containing lift machine and internal wiring etc.
- vi) Water pump with motor, water reservoir, tube well, pump and distribution pipe lines from over head water tank to different units and their reservoir to over head water tank and also the room.
- vii) Electrical installation and main switch and meters.
- viii) Water and sewage evaluation pipes from the units to drain and sewer common to the building.
- ix) Main gate to the premises and the building.
- x) Elevator manufactured by Adams Elevator.

THE SEVENTH SCHEDULE REFERRED TOMANNER AND TIME SCHEDULE OF COMPLETION OF WORK OF BLOCK-B

Sl. No.	Description	No. of Days
1	Pile 180 Nos.	70
2	Shoring	30
3	Earth work	30
4	Pile Cap	45
5	Basement with sidewall	60
6	Gr. Floor Slab	30
7	1st Floor Slab	40
8	2nd Floor Slab	40
9	3rd Floor Slab	40
10	4th Floor Slab	40
11	5th Floor Slab	40
12	Finishing and handing over	75
Total no. of days		540



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

SIGNED, SEALED AND DELIVERED

by the OWNERS at Kolkata in the

presence of :-

*[Signature]*

- 1) P. K. BANERJEE  
P-456-C.I.T. SCHEME NO. 47  
KOLKATA - 700029

2)

SIGNED, SEALED AND DELIVERED

by the DEVELOPER at Kolkata in the

presence of :-

- 1) *[Signature]* Banerjee  
12-A/5 Inwar Roy  
Road, Kolkata - 700025

2)

SIGNED, SEALED AND DELIVERED

by the Confirming Party at Kolkata in the

presence of :-

- 1) *[Signature]*

2)

For Machingo Motors Pvt. Ltd.  
For Rajiv Export Industries Pvt. Ltd.

*[Signature]*

Authorized Signatory

(PAN no. MASKED)

For MAG DEVELOPERS PVT. LTD.

*[Signature]* Director

(PAN no. MASKED)

MACHINGO TECHNO SALES LTD.

*[Signature]*  
Managing Director

*[Handwritten notes]*  
Inspected by  
Rajendra Kumar  
Advocate, Kolkata  
11/11/2024

SPECIMEN FORM FOR TEN FINGERPRINTS



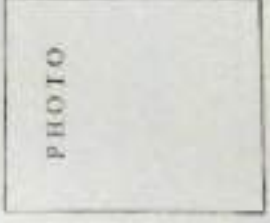
*Roger Jindal*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Masked	Masked	Masked	Masked	Masked
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Masked	Masked	Masked	Masked	Masked

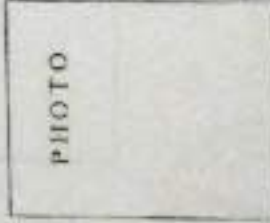


*Shayan Mukherjee*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Masked	Masked	Masked	Masked	Masked
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Masked	Masked	Masked	Masked	Masked



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

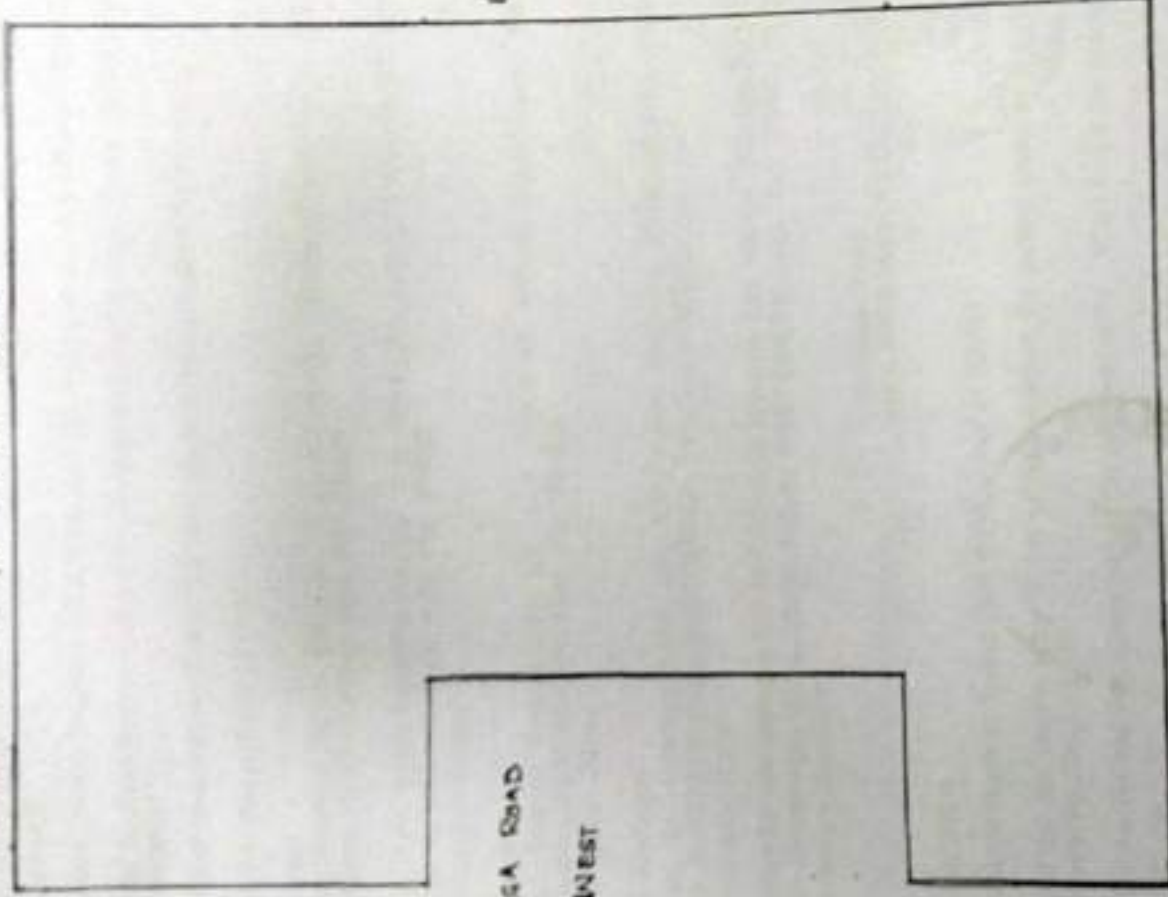


Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Assigned Premises no. 21/A/A (Previously - N  
Premises no. 21/A/1 and 21/A/2 Durga Road, Dist. of Midway ↑  
no. 21/1 (Previously no. 10) Bazaar - Tiljala, P.S. Barampore,  
Kolkata - 700 013 Dist. no. 64

NORTH

Premises no. 21/A/3 JINDAL TOWERS



HERITAGE SEASON PARK 72A TILJALA ROAD

EAST

DARGA ROAD

-WEST



SOUTH

PARTLY 72A TILJALA ROAD AND  
PARTLY BY 21/B DARGA ROAD

FT  
FOR MACHINO TOWERS SALES LTD.

*Alfendal*

Director

For MACHINO MOTORS PVT. LTD

*Alfendal*

Director

For RAJIV EXPORT INDUSTRIES PVT. LTD.

*Alfendal*

Director



**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District-Kolkata**

**Endorsement For Deed Number : I - 03157 of 2014**  
**(Serial No. 02894 of 2014 and Query No. 1901L000004722 of 2014)**

**On 04/04/2014**  
**Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)**

Presented for registration at 15.15 hrs on 04/04/2014, at the Private residence by Rajiv Jindal, one of the Executants.

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

Execution is admitted on 04/04/2014 by

1. Rajiv Jindal  
Director, Machino Motors Pvt. Ltd., 8 A, Alipore Rd, Kolkata, Thana-Alipore, District-South  
24 Parganas, WEST BENGAL, India, Pin -700027.  
Director, Rajiv Export Industries Pvt. Ltd., 8 A, Alipore Rd, Kolkata, Thana-Alipore, District-South  
24-Parganas, WEST BENGAL, India, Pin -700027.  
. By Profession : Others
2. Rajiv Jindal  
Director, Machino Techno Sales Ltd., 8 A, Alipore Rd, Kolkata, Thana-Alipore, District-South  
24-Parganas, WEST BENGAL, India, Pin -700027.  
. By Profession : Others
3. Anjan Mukherjee  
Director, Mac Developers Pvt. Ltd., 63/4, Harish Chatterjee Street., Kolkata, Thana-Kalighat,  
District-South 24-Parganas, WEST BENGAL, India, Pin :700025.  
. By Profession : Others  
Identified By Ghanushyam Mondal, son of Lt. Mukunda Ram Mondal, 1 B, Old Post Office Street,  
Kolkata, Thana-Hare Street, District-Kolkata, WEST BENGAL, India, Pin -700001, By Caste: Hindu.  
By Profession: Law Clerk



(Dinabandhu Roy )  
ADDL REGISTRAR OF ASSURANCE-1 OF KOLKATA

**On 05/04/2014**

**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.-33,13,18,437/-

Certified that the required stamp duty of this document is Rs - 75021/- and the Stamp duty paid as: Impresive Rs. 50/-

(Dinabandhu Roy )  
ADDL REGISTRAR OF ASSURANCE-1 OF KOLKATA

**On 08/04/2014**

**Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)**  
**2) ADDITIONAL REGISTRAR**  
**OF ASSURANCE-1 OF KOLKATA**

**26 APR 2014**

(Dinabandhu Roy)

**ADDL. REGISTRAR OF ASSURANCE-1 OF KOLKATA**

Endorsement Page 1 of 2

**08/04/2014 15:18:00**



**Government Of West Bengal**  
Office Of the A.R.A. - I KOLKATA  
District-Kolkata

**Endorsement For Deed Number : 1 - 03157 of 2014**  
(Serial No. 02894 of 2014 and Query No. 1901L000004722 of 2014)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

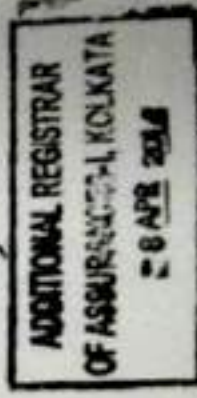
1. Rs. 27500/- is paid, by the draft number 136972, Draft Date 08/04/2014, Bank Name State Bank of India, NEWTOWN RAJAHAT, received on 08/04/2014
2. Rs. 27600/- is paid, by the draft number 237697, Draft Date 08/04/2014, Bank Name State Bank of India, Sector V Salt Lake Branch, received on 08/04/2014  
( Under Article B = 54989/-, E = 21/-, J = 55/-, M(a) = 25/-, M(b) = 4/-, Excess amount = 6/- on 08/04/2014 )

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 37600/- is paid, by the draft number 136971, NEWTOWN RAJAHAT, received on 08/04/2014  
Draft Date 08/04/2014, Bank : State Bank of India.
2. Rs. 37500/- is paid, by the draft number 136973, NEWTOWN RAJAHAT, received on 08/04/2014  
Draft Date 08/04/2014, Bank : State Bank of India.

( Dinabandhu Roy )  
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA



( Dinabandhu Roy )

ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA  
Endorsement Page 2 of 2



Certificate of Registration under section 88 and Rule 63.

Registered in Book -1  
CD Volume number 7  
Pages from 1528 to 1531  
being No 63557 for the year 2014.



Checked to be a true copy

(Dinabandhu Roy) 10-April-2014  
ADDITIONAL REGISTRAR OF ASSURANCES-1 OF KOLKATA  
Office of the A.R.A. -1 KOLKATA  
West Bengal



**CHECKED BY**

10/04/2014  
10:10:10 AM  
10/04/2014

*[Handwritten signature]*