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THIS AGREEMENT made this 19th day of July (1) ANUVA CHAKRAVARTY [Income Tax PAN ACNPC6388A] Mobile No. 99208-11221], wife of Late Dhruves Chandra Chakravarty and (2) MR. ANIS CHAKRAVARTY [Income Tax PAN ADGPC0355B] [Mobile No. 99208-11221], son of Late Dhruves Chandra Chakravarty both residing at 7/1 Old Ballygunge Second Lane, Police Station - Karaya, Post Office - Ballygunge Kolkata -700 019, hereinafter collectively referred to as the OWNERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and /or assigns) of the ONE PART

> Certified that the document is admitted it. registration. The signature sheets and the endroesement sheets attached with the document are the pa t of this document

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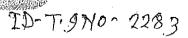
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AND

PS GROUP REALTY PRIVATE LIMITED (Income Tax PAN AABCP5390E), a company incorporated under the Companies Act, 1956, having its registered office at Municipal Premises No. 1002, E M Bypass, Kolkata – 700 105, represented by its Director Mr. Surendra Kumar Dugar [Income Tax PAN ACUPD1317K], son of Late J M Dugar, working for gain 1002 E M Bypass, Police Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105 hereinafter referred to as "THE DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and permitted assigns) of the OTHER PART.

(All the parties herein are Indian Citizens)

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WHEREAS:

- A. One Dhruves Chandra Chakravarty was the absolute owner of Premises No. 12/3 Ballygunge Park Road, Kolkata 700 019 containing an area of 19 (nineteen) cottahs 2 Chittacks together with buildings, structures and construction thereon more fully described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as "the said Premises".
- B. The entirety of the said Premises was under the occupation of illegal occupant, namely M.N Dastur & Company Pvt. Ltd..
- C. The erstwhile owner namely Dhruves Chandra Chakravarty duly vacated the said occupant namely M.N Dastur & Company Pvt. Ltd. from the said Premises in accordance with law and the said premises is presently free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- D. The said Dhruves Chandra Chakravarty had agreed to commercially exploit and develop the said Premises with PS Group Realty Pvt. Ltd. However the said Dhruves Chandra Chakravarty died intestate on 11/09/2018 leaving him surviving his wife ANUVA CHAKRAVARTY and his only son ANIS CHAKRAVARTY, as his only legal heirs to the said Premises; referred to as the Owners herein.
- E. In pursuance thereof, now the parties are desirous to execute this Development Agreement for the consideration and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:

<u>ARTICLE I – DEFINITIONS</u>

Unless in these presents there is something in the subject or context inconsistent therewith.

1.1 PREMISES - shall mean the Premises No. 12/3, Ballygunge Park Road, Kolkata - 700 019 containing by admeasurement approx. 19 (nineteen) cottahs 2 Chittacks (more fully and particularly described in the First Schedule hereunder written).

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- 1.2 **BUILDING** shall mean Residential Building/s as may be permissible by the Kolkata Municipal Corporation (KMC) to be constructed by the Developer at the said Premises as per plan duly approved by the Owners and sanctioned by the KMC.
- 1.3 **OWNERS** shall mean and include the Owners of the Premises and their respective heirs, legal representatives and transferees.
- 1.4 COMMON FACILITIES shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities as the case may be.
- 1.5 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof but shall not include the area retained by the Owners for self use .
- **1.6 ARCHITECT** shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.7 DEVELOPER shall mean PS GROUP REALTY PRIVATE LIMITED.
- 1.8 **BUILDING PLAN** shall mean the plans for construction of the building duly approved by the Owners and submitted to The Kolkata Municipal Corporation for sanction and sanction obtained and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owners.
- 1.9 TRANSFER with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building to purchasers thereof although the same may not amount to a transfer in law.
- 1.10 **TRANSFEREE** shall mean a person to whom any space in the building has been transferred.
- 1.11 MASCULINE GENDER shall include feminine gender and vice versa.



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- 1.12 SINGULAR NUMBER shall include plural number and vice versa.
- 1.13 "HIRA" means the West Bengal Housing Industry Regulation Act, 2017 (HIRA) includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable.
- 1.14 "Transfer Proceeds" shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Transferees on sale of the saleable spaces by the Developer; BUT shall not include any amounts received or collected towards:
 - any GST or any other present or future taxes/ cess or any other statutory or government levies or fees/ charges on development, construction or transfer of any Units or otherwise on the Project;
 - (ii) any electricity/ water or any other utility charges and/or deposits;
 - (iii) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the Intending Transferees towards legal charges, share money, Association membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Transferees;

and accordingly any such amounts received and collected by the Developer at (i) to (iii) shall not be shared with Owners. The Owners shall not be liable to pay the above amounts from (i) to (iii) in respect of the saleable spaces.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS

The Owners hereby declare and covenant with the Developer as follows:

- 2.1 That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All that the said premises.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.



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- 2.3 That excepting the Owners, no one else has any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said Premises or any portion thereof.
- 2.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Premises or any part or portion thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners.
- 2.5 The Owners have the absolute right and authority to enter into this agreement with the Developer in respect of his/her respective undivided share in the premises agreed to be developed.

ARTICLE III - DEVELOPER'S RIGHT OF CONSTRUCTION

- 3.1 The Owners hereby grant exclusive right to the Developer to build upon and to commercially exploit the said Premises in any manner as the Developer may choose by constructing a building or buildings thereon at its own cost and expenses and the proposed building shall remain as exclusive property of the Developer till the completion of the building and in lieu of which the Owner shall be entitled to the revenue share recorded hereinbelow and Owners allocation.
- 3.2 The Developer shall at its own cost, from time to time, submit the building plan or plans in the name of the Owners before The Kolkata Municipal Corporation or to any other Body, Authority or Government for sanction, permission, clearance or approval of the plans as may or shall be required for the construction of the building on the said premises. The Developer shall cause all such changes in the building plan as shall be required by the Government or any Authority aforesaid or to comply with any sanction, permission, clearance or approval as aforesaid and keep the Owners informed of all such developments.
- 3.3 The Developer has submitted in the name of the Owner all further plans and/or applications and other documents and papers and do all further acts, deeds, matters and things as may be required to obtain NOC under the Urban Land (Ceiling & Regulation) Act, 1976, and/or obtain permission for development of the premises for



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construction of a building thereon and/or to obtain clearance of the building plans for the building from the appropriate Government and/or any of the authorities contemplated in Clause 3.3 hereof, or otherwise for the purpose of and/or otherwise to obtain all such clearances, sanctions, permissions and / or authorities as shall be necessary for the construction of the building on the premises

- 3.4 All applications, plans and other papers, documents referred to in Clause 3.3 above, shall be submitted by or in the name of the Owners of the premises, but otherwise at the cost and expenses of the Developer, and the Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunded of any and all payments and/or deposits made by it.
- 3.5 In consideration of the said agreement and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking construction of new building(s) at the said Premises in accordance with the plans to be sanctioned by Kolkata Municipal Corporation and in further consideration of the Developer having agreed to keep interest free refundable deposit with the Owners as hereinafter appearing the Owners have agreed to grant the right of development in respect of the said Property unto and in favour of the Developer herein
- 3.6 The Developer hereby agrees and undertakes to the Owners that the Developer shall complete construction of the building as per the specifications as set out in the Second Schedule in these presents and the Developer shall execute the Deeds of Conveyance in favour of the intending Transferees of the units only after completion of the building/s in all respects so as to generate maximum revenue. It is clarified that the Developer shall not sell any Unit retained by the Owner. However the Developer shall be entitled to negotiate and enter into any understanding or Agreements for Sale with any of the intending Transferees in respect of the Saleable Spaces after obtaining sanction plan in respect of the said Project.



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- 3.7 The Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said premises arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of The Kolkata Municipal Corporation and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident related to the construction of the building. All costs and charges in this regard shall be paid by the Developer.
- 3.8 If any accident or mishap takes place during the demolition of the Existing Building and Development and construction of the New Building until completion, whether due to negligence or otherwise any act of the Developer, Architects, Engineers, Labours or Contractors the same will be on account of the Developer and the Owner will be fully absolved of any liability or claim thereof or therefrom.
- 3.9 The Developer hereby undertakes to keep the Owner indemnified against all third party claims, and actions arising out of any sort of act or commission of the Developer in or relating to the construction of the said building and all costs and charges in this regard shall be paid by the Developer.

ARTICLE IV - TITLE DEEDS

- 4.1 Immediately after the execution of this Agreement, the Owners shall make it convenient for the Developer to have access to the original title deeds and the hold the same in trust for development of the said property.
- 4.2 The Developer or its nominee or nominees or the transferees of Owners and the Developer shall be entitled for inspection of the title deeds.
- 4.3 The Owner shall always make out a marketable title in respect of the said Premises free from all encumbrances charges liens, lispendens, attachments , trusts whatsoever or howsoever.
- 4.4 The Owners agree and undertake to execute simultaneously herewith a further general power of attorney in favour of the Developer authorizing the Developer, inter



District Sub-Revision-III Allipore, Son 128 Parganes alia, to negotiate, enter into agreements, arrangements and execute and present for registration Deed of Conveyance for undertaking to transfer undivided proportionate share in the said Property comprised in the Units. The Power of Attorney executed by the Owners in favour of the Developer shall remain effective for the entire term of this Agreement so as to enable the Developer to transfer various Units and/or constructed spaces in the New Building to be constructed, on behalf of the Owners.

ARTICLE V - POSSESSION

- Within 2 (two) months from the date of (i) the plan being sanctioned by The Kolkata Municipal Corporation, the Developer having obtained all necessary permissions, approvals and sanctions (hereinafter referred to as the 'START DATE' of construction) the Developer shall commence and carry out the construction and the Developer shall complete the construction of the proposed building on behalf of the Owners and the Developer as per the terms and conditions and as per the specifications as set out in the Second Schedule these presents within a period of 24 (Twenty four) months with a grace period of 6 months from the date of commencement of construction. All costs, charges and expenses incurred by the Developer for constructing and completing the said proposed building shall be borne and paid by the Developer.
- The Owners have put the Developer in possession of the said Premises and shall commence construction of the said proposed building on obtaining the Municipal Sanctioned Plan in terms of this Agreement. To allow the Developer to remain in occupation of the said premises for the purposes of construction and allied activities during the continuation of this agreement and until such time the building is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with its quiet and peaceful occupation of the said premises except in such circumstances when the Owners have reasons to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of the agreement.
- 5.3 In as much as the construction on the said premises is concerned, the Developer shall act as its exclusive licensee of the Owners, and shall be entitled to be in occupation of the said premises as and by way of an exclusive licensee of the Owners to carry out the construction of the proposed building, save and except that



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the Developer shall not be entitled to create any possessory right over the said Premises which could be construed as transfer of the property within the meaning of the Income Tax Act. The Developer shall not be entitled to use the said Premises for any other purposes other than the purpose of construction nor would be entitled to part with possession of the said Premises to anyone.

On and from execution of this agreement the Developer hereby undertakes and agrees to pay Corporation Tax, Water Tax and other taxes however such taxes should not exceed Rs. 30,000/- (Rupees Thirty Thousand). In the event the Developer pays any amount over and above Rs. 30,000/- (Rupees Thirty Thousand) only per annum, then the Developer shall be entitled to appropriate the same from the Owners share till the life time of this agreement. The Developer at a periodic basis will keep the owners appraised of such liabilities with evidences as and when they arise.

<u>ARTICLE VI – REVENUE SHARING</u>

- In consideration of the mutual covenants herein contained the parties have agreed that the "Transfer Proceeds" of the said saleable spaces at the buildings to be constructed at the said Property would be distributed and/or apportioned between the Developer and the Owner in the ratio/proportion ("Revenue Sharing Ratio") following:-
 - (i) The Developer herein shall be entitled to be paid 51.6% of the "Transfer Proceeds" in respect of the saleable spaces of the said Property (hereinafter referred to as "the Developer's Share");
 - (ii) The Owners herein are entitled to 48.40 % of the "Transfer Proceeds" in respect of the saleable spaces of the said Property (hereinafter referred to as "the Owner's Share").
 - (iii) The Owners shall further be also be entitled retain an area of 8358 sqft of super built up area comprising of 3 Units on 2nd ,10th and 11th floor (hereinafter referred to as the Owners Allocation);

It is agreed that the brokerage to be paid to the agencies should be linked with sale of Units and shall be shared by and between the parties in proportion to its revenue sharing ratio.

6.2 In terms of HIRA it is mandatory that a certain statutory percentage of the amounts realised from the Intending purchasers, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank account (hereinafter referred



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to as the Designated Bank Account) within a prescribed period of its realisation to cover the cost of construction and the land cost and shall be used only for that purpose. The Parties agrees that all amounts realised from the Intending purchasers by the Developer shall be deposited in such scheduled bank and the remaining amount shall be shared in the agreed ratio each and every month and at the end of every month. It being agreed that amount withdrawn from the Designated Amount towards Land Cost shall be disbursed to the Owners as a part of Owners Share and the remaining amount of the Owners share which will lie in the Designated Bank Account shall be paid to the Owners on completion of the Project.

- 6.3 The Developer shall be exclusively entitled to and shall have exclusive right to transfer or dispose and/or entering into agreements for sale and conveyance deed of the entirety of the saleable spaces of the said Premises save the Owners Allocation and the entire sale proceeds thereof shall be received in the name of the Developer and theron shall be distributed among the Owners and the Developers in the aforesaid ratio and in terms of clause 6.2.
- 6.4 The Developer hereby clarifies confirms and acknowledges that the Owners shall be entitled to the revenue share amount accrued from the said Property and shall be liable to pay /share cost in proportion to its revenue share percentage on account of brokerage incurred in respect of the sale of saleable spaces.
- 6.5 The Owners shall be liable to pay or reimburse to the Developer or the concerned authorities as the case may be on account of GST in respect of the Owners Allocation and/or Owners Share.
- 6.6 From the date of Completion Certificate by KMC, the Parties hereto shall pay and bear all rates and taxes in proportion to their respective revenue sharing ratio in respect of the unsold units and shall also be responsible to pay and bear the maintenance/ service charges for the unsold Units and Common Areas in proportion to their respective unsold units and such maintenance/ service charges shall be payable to the Building Association to be formed by the Developer in consultation with the Owners. It being agreed that the Owners shall also pay the said charges for the Owners Allocation.



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ARTICLE VII - UNSOLD UNITS

- 7. It is further agreed between the parties as follows:
 - (i) If the Developer or through the Marketing Agent are unable to transfer or market all the Flats/Units/Apartments/Constructed Spaces/ And Car Parking Spaces on the said property within a period of 6 (six) months from the Completion Date then the Parties shall mutually fix a date for completion or closing the transaction under this Agreement and the date so fixed by the Parties shall mean "the Closing Date".
 - (ii) On the Closing date the Parties shall mutually demarcate the Unsold Flats/Units/Apartments/Constructed Spaces/ And Car Parking Spaces comprised in the said Property according to the market value on such date in accordance with their respective allocations. The Developer shall then handover to the Owners its allocation duly completed in all respect upon refund of the security deposit by the Owners.
 - (iii) Upon such demarcation of the Flats/Units/Apartments/Constructed Spaces/ And Car Parking Spaces comprised in the said Property, the parties shall be entitled to deal with the same in any manner as the Parties desire. The deposits or other charges required to be made by the transferees shall then be paid by the Parties or their respective transferees as the case may be. The parties shall be liable to pay applicable GST and/or any other statutory rates and taxes for their respective shares.

ARTICLE VIII - COMMON FACILITIES

As soon as the building is completed and necessary completion certificate is obtained from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owner and their Transferees requesting the Owner or their Transferees to take possession of his/her allocation in the building and as from the date of service of such notice and for all times thereafter the parties shall be exclusively responsible for the payment of all municipal and property taxes rates duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner's respective allocation such rates to be apportioned pro-rata with reference to the saleable space in the building



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if they are levied on the building as a whole. The Developer or it's nominee(s) or its Transferees will also pay in the same manner as stated above.

- The Owner and his nominees shall punctually and regularly pay the said rates to the concerned authorities or to the Developer or as otherwise specified by the Developer and shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Developer as the case may be consequent upon a default by the Owner or his nominees in this behalf.
- As and from the date of service of notice of possession, the Owner and/or his nominee(s) and/or the Transferees shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building payable with respect to the Owner's Allocation and/or other saleable spaces the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment switchgear, transformers, generators, pump motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts gardens parkways and other common facilities whatsoever.
- 8.4 Upon transfer of any part of the Owner's Allocation in the building, the Owner shall give notice of transfer to the Developer and the transferee(s) shall subject to the other provisions hereof be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.
- 8.5 Should the Owners / Developer and/or nominees and/or their transferees fail to pay any amount payable in respect of the said rates or service charges for the common facilities within 30 days of demand, in that event the Owners / Developer and/or nominees and/or their transferees shall be liable to pay interest on the outstanding at the rate of 12% per annum for the period from the last due date of payment up to payment in full. The Developer will also collect the maintenance/ service charges for the common facilities from its nominee(s) till such time the Holding Organization is being formed amongst the Owners of the constructed areas for maintenance and management of the building.



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ARTICLE IX - SECURITY DEPOSIT

9.1 The Developer had agreed to pay to the Owners a sum of Rs. 1,00,00,000/- (Rupees One Crore) only as interest free refundable security deposit out of which the Developer has already paid a sum of Rs. 50,00,000/- (Rupees Fifty Lacs) to Dhruves Chandra Chakraborty and the remaining sum of Rs. 50,00,000/- (Rupees Fifty Lacs) only shall be paid to the Owners on obtaining the sanction plan.

The owners shall refund the interest free refundable security deposit amount to the Developer simultaneously at the time of last disbursement of Transfer Proceeds in the event the entire project is sold out and if there be unsold units, then the security deposit shall be refunded simultaneously with the delivery of vacant possession of unsold units and residential flats to the owners as the Parties shall mutually fix a date for completion or closing the transaction under this Agreement i.e. the closing date.

The Developer shall pay to the Owners rehabilitation charges of Rs. 50,000/-(Rupees Fifty thousand only) per month after obtaining vacant possession of the premises till handing over of the Owners' allocation. The same shall not be claimed back by the Developer.

ARTICLE X - TIME FOR COMPLETION

- 10.1 The building shall be completed within 24 (Twenty four) **months** with a grace period of 6 months from the START DATE of construction and until the Developer is prevented by the circumstances beyond its control.
- In the event the Developer fails to complete the said proposed building within the said stipulated period of **30 months except** for reasons beyond its control, or on account of force majeure which would include storm, tempest, flood, earthquake, riots, war, etc., in that event the Developer shall pay to the Owners a penalty of **Rs. 50,000/-** (Rupees Fifty Thousand only) per month for the first **6 months** after the expiry of the stipulated period of 30 **months** and **Rs. 1,00,000/-** (Rupees One Lac only) for the subsequent months, till such time the construction is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the said property by any act of God or State, litigation or by any circumstance beyond the control of the Developer. The completion of the building



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- shall mean the completion of construction in all respects and such completion shall mean after obtaining the Completion Certificate from the Municipal Authorities.
- In the event the Developer is unable to complete the proposed building within a period of **42 months** from the date of commencement of construction for any other cause other than reasons set out in the Clause 10.2 above, the Owners shall be entitled to rescind this agreement and to take appropriate action. The Owners shall have the right to enter into the property and take possession of the said same and get the unfinished work completed by any other Developer. The Owners shall also have the right to take possession and to dispose off the Developer's Allocation of the constructed area and to adjust/appropriate all amounts required for the completion of the said project and all its other claims including penalty amounts etc. with the sale proceeds of the Developer's Allocation and the balance amount shall be given to the Developer by the Owner within 6 (six) months after total completion of the Project, if any.

ARTICLE XI - MISCELLANEOUS

- 11.1 The Owners and the Developer have entered into this agreement purely on the principal of exchange of the Owners' Share in the building to be constructed and completed by the Developer at the Developer's own cost against Developer's Share. However each party shall keep the other party indemnified from and against the same if any party suffers a loss due to default of other.
- 11.2 The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.
- 11.3 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-outs or any other act or commission beyond the control of the party affected thereby.
- 11.4 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require



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the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners' relative(s) to which no specific provisions have been made herein, the Owners hereby authorize the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose with prior approval of the Owners and by giving prior information.

- 11.5 The Developer shall in consultation with the Owners and their approval frame the rules and regulations regarding the uses and rendition of common services and also the common restrictions, which have to be normally, kept in the sale and transfer of the ownership flats.
- 11.6 The Owners hereby agree to abide by all the rules and regulations of such Management Society / Association / Holding Organization and hereby gives his/her consent to abide by the same.
- Any notice required to be given by the Owners shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owners. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owners by the Developer.
- 11.8 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.
- 11.9 As and from the date of completion of the building, the Developer and/or its transferee(s) and the Owners and/or their transferee(s) shall be liable to pay and



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bear proportionate charges to the extent of area retained on account of wealth and other taxes payable in respect of his/her respective spaces.

- 11.10 This agreement supersedes all agreements and/or document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 11.11 Be it noted that by this Development agreement and the related development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/Final Document for Transfer of Property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development agreement and the related development Power of Attorney shall never be treated as the Agreement/Final documents for transfer of property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

<u> ARTICLE XII – ARBITRATION</u>

In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, failing which the Parties shall refer the disputes for arbitration. In the case of Arbitration, the Parties shall first mutually try to appoint one sole arbitrator, failing which one Arbitrator each will be nominated by each Party, and the two nominated arbitrators shall appoint a Referee: Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of such Sole Arbitrator or Arbitral Tribunal, as the case may be, will be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.

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District Sub-Rogistus III
Aligors, South 24 Passauss

ARTICLE XIII- JURISDICTION

13.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing by admeasurement an area of 19 Cottahs 2 Chittacks (be the same, a little more or less) togetherwith structures standing thereon admeasuring 2000 sq.ft situate lying and being Premises No. 12/3, Ballygunge Park Road, Ward No. 65 Kolkata - 700 019 butted and bounded as follows:

On the NORTH

By 8B Palm Place

On the SOUTH

Partly by 12/1, Ballygunge Park Road and partly by

Ballygunge Park Road

On the EAST

By 12/1/1, Ballygunge Park Road

On the WEST

By 12 Ballygunge Park Road

THE SECOND SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS

Building:

Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs. Building should be Earthquake resistant.

Foundation:

RCC raft/ pile Foundation with retaining wall as per structural design with waterproofing in the basement.

Anti -termite Treatment:

Anti termite treatment on land and building at plinth level before/ during construction and after completion.

Walls:

200 mm thick external brick walls and 125 mm thick internal and partition brick walls with cement and sand mortar, with POP for the inside walls.

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District Sub-Rogissum-III Alipore, South 24 Parganas

External:

Waterproof cement plaster with antifungal long term maintenance free finish. The elevation should be aesthetically designed as mutually agreed upon between the developer and the owner. Double glazed sound proof branded glass should be provided on the façade.

Lift:

Two Nos. of Automatic Lift of OTIS or similar type with 8 passengers capacity with ARD device to go up to the roof.

Flooring:

All imported premium quality Italian marble slab flooring in the dining, drawing, bed rooms and other areas to be provided. Kitchen and bathroom floor tiles to be anti skid and granite/ vitrified tiles on the dado upto 7 ft height in the toilets to be provided. All kitchen and bathroom floors to be properly water proofed alongwith roof.

Kitchen:

Granite top cooking platform, stainless steel sink with drainboard. Large utensils wash area below the sink to be provided. Granite / vitrified tiles above cooking platform upto lintel level also to be provided and 4 inch skirting on all other sides.

Fittings:

Premium quality light coloured Roca / Kohler / Jaquar fittings in all bathrooms and kitchens.

Water connection:

Hot and cold water line in all the bathrooms and kitchen.

Gevser Points:

Geyser points in all bathrooms with one point for washing machine and one in kitchen wash area.

Exhaust fans:

Facilities for exhaust fans in bathrooms and kitchen.

Deep Tubewell:

Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and filtration unit.

Fire fighting equipments:

Fire fighting equipments as per recommendation of WBFS.

Decoration of lobby:

All Lobbies with decorative ceiling and imported Italian marble slab flooring with granite paneled lift façade.

Doors:

Teak wood finish panel doors and frames for all rooms with extra wooden decorative main doors with Godrej' Yale night latch on main door with brass handle and all other doors to have good locks and fittings.



District Sub-Registrer-III Alipere, South 24 Purganas

19 JUL 2019

Windows:

Large French aluminium windows matching with the elevation.

Roof:

Water proofing of roof with good quality heat resistant insulated roof tiles (earthen pot insulation) and roof gardening.

Terrace:

In each flat there must be one terrace garden subject to getting sanction from KMC.

Community Hall:

Provision of one air conditioned community hall with telephone connection.

CCTV:

Intercom facility in each flat with closed circuit T.V. for communication between main lobby, gate and flats

Cable Connection:

Cable connection in all bedrooms and drawing room.

Generator:

Provision for soundless Generator with Back up in full for all the common services and generator power (2500 watts) to each flat with automatic changeover and overload protection.

Tripping Device:

Automatic Electronic tripping device in each flat to avoid over load.

Wiring:

Best quality copper wiring with A/C points in all the bedrooms, sitting & dining.

Telephone lines:

Provisions for two Telephone lines in each flat with broadband connection.

T.V Lines:

In all bedrooms

Boundary wall:

Decorative boundary wall with maintenance free material.

Compound:

Proper landscaping as per the specification of the Architect. Greenery with plants' hedges, flowerpots, creepers, fountain etc. to keep the building cool.



District Sub-Rogisters-III Alipore, South 24 Pargansa

'9 JUL 2019

Proper landscaping as per the specification of the Architect. Greenery with plants' hedges, flowerpots, creepers, fountain etc. to keep the building cool.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

SIGNED, SEALED and DELIVERED

by the within named **OWNERS** at Kolkata in the presence of:

1. los A.

2. Dhiraj Sethia

Anis CHAKRAVARTY)

SIGNED, SEALED and DELIVERED

by the within named **DEVELOPER** at Kolkata in the presence of:

2. Dhirop Settia 1002 EMBypon Karkal-toolos PS OROUGH FEATTY BYT LTD.

Director/ Astronised Starlator

Frage Los A.

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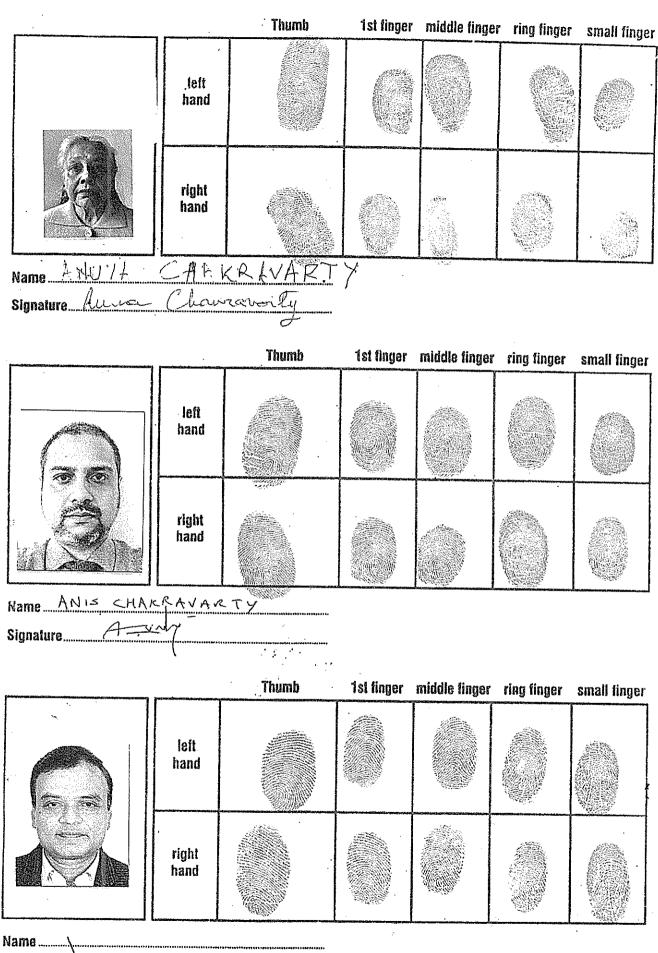
WB-6 BROOM

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19 JUL 2019

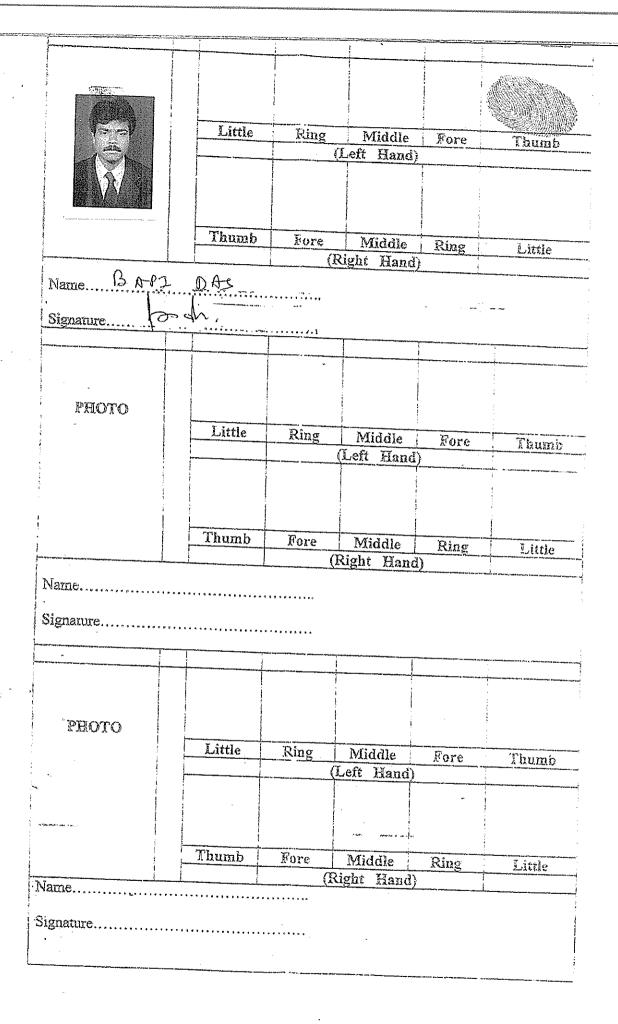


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District Bud-Rosister-M Alipora, South 24 Parganes

19 JUL 2019





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Alipore, South 24 Parganas

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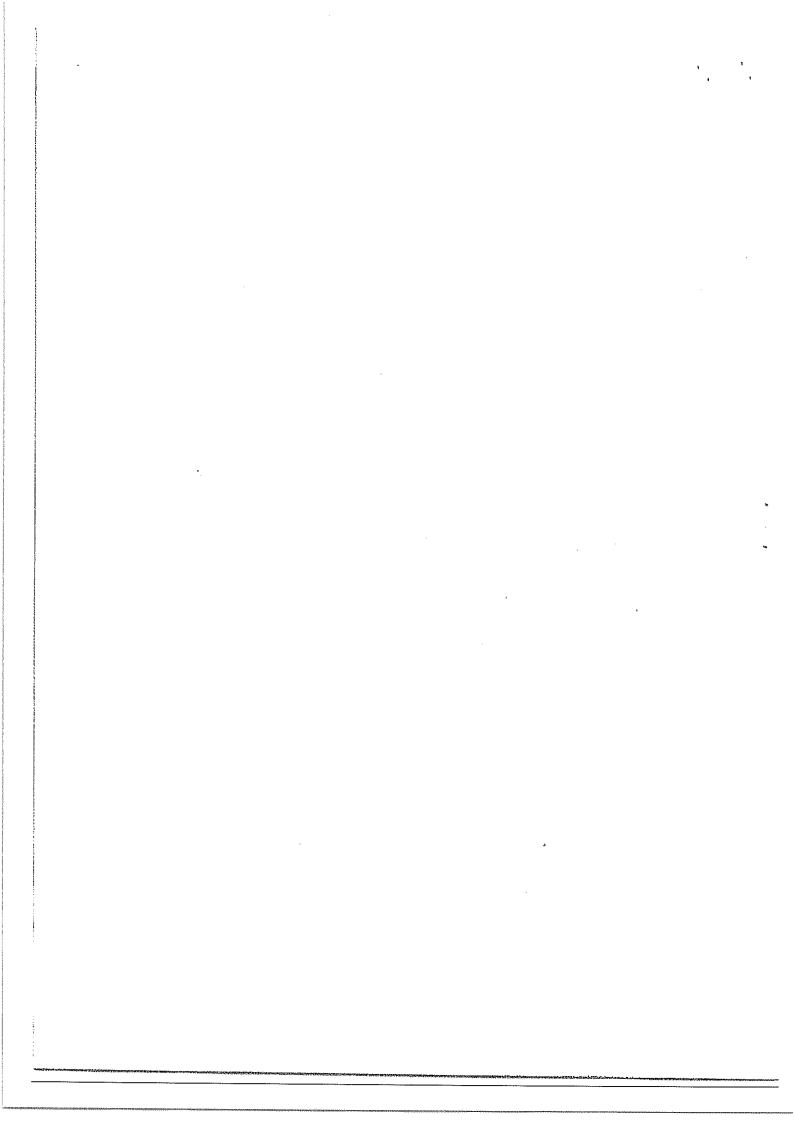
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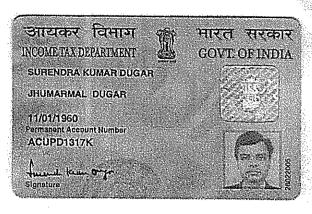
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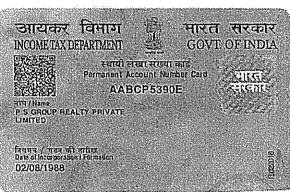
10/01/1/1944

Parmanan Account Number
AGNPG6388A

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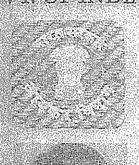
ANIS CHAKRAVARTY

DHIRUVES CHANDRA CHAKRAVARTY

15/08/1974
Permanent Account Number
ADGPC0355B

Signature

भारत सरकार GOVT. OF INDIA









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ভারতের নিষ্টিন র্বাস্থ্য প্রিচয় পার ELECTION COMMISSION OF INDIA IDENIIIIY CARD

KNH6583660



নির্বাচকের নাম 💃 বাশি ডাস্

Elector's Name : Bapillas

পিতার নাম

় সুনীল তাস

Father's Name • Sunidas

Ba/Sex

: #/M

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. 24/11/11974

Date of Born

K1: 1603.060

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Address:

127, SARAL CHOSHIGARDENIROAD, PR. NO. 120, 13176, FRIG. KASBA, KOLKATA-700034

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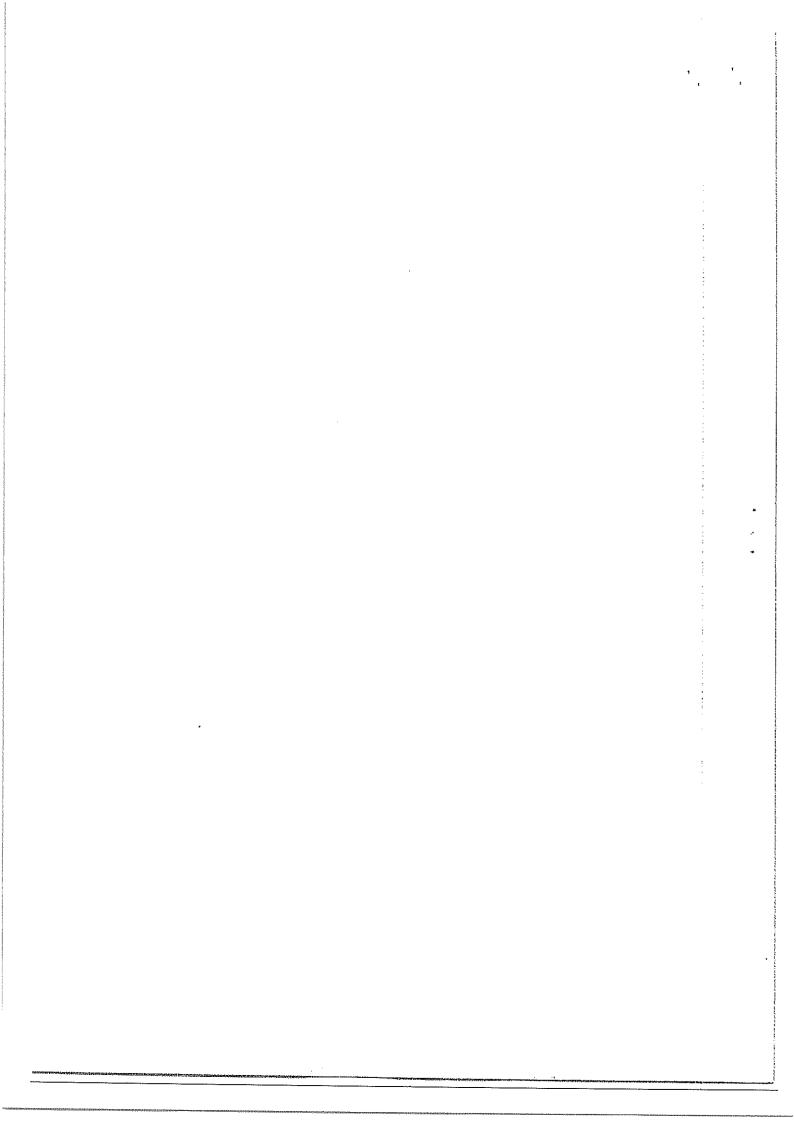
Pacsimile Signature of the Electoral Registration Officer for

149 - Kasba Constituency

বিক্রা পারবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম বেলা ও এবং গমজে নতুন সচিত্র পরিচয়পত পাধয়ার মন্যানার্মিয় করে চই সরিচয়প্রতার নম্মরটি উল্লেখ করুন

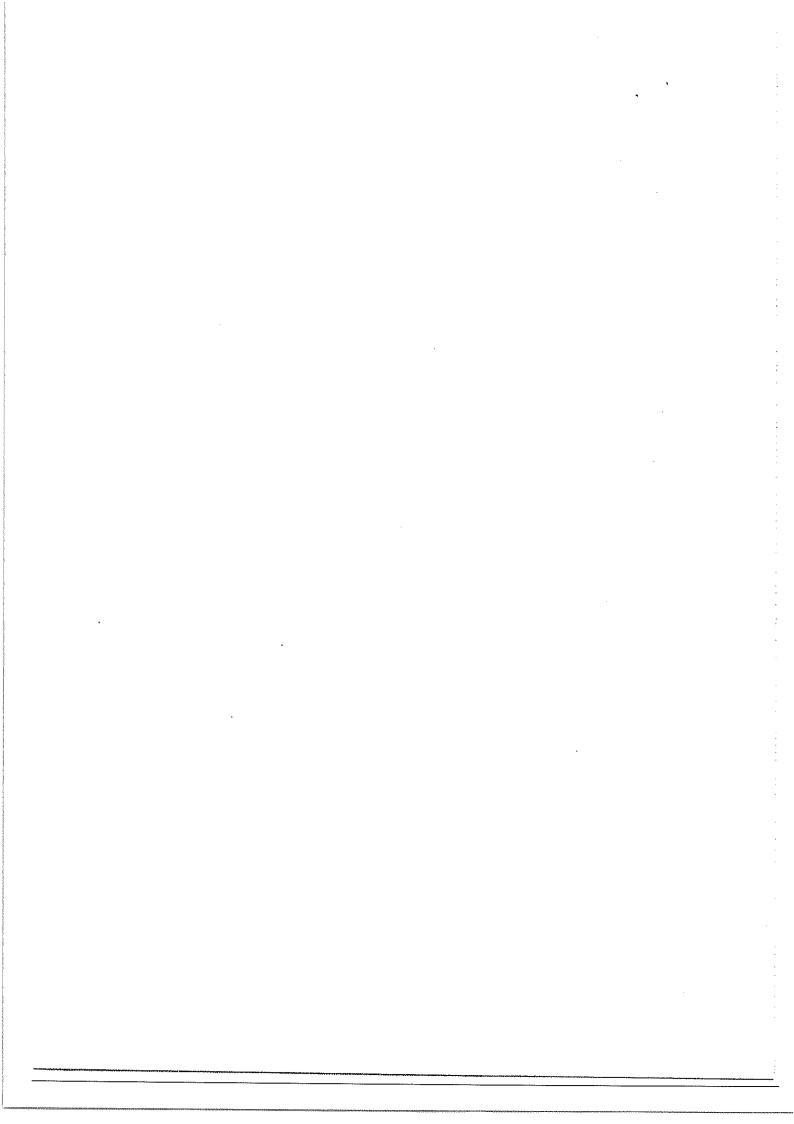
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Government of West Bengal

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO, 1504

Query No / Year	16030001149791/2019	Serial No/Year	1603002680/2019		
Transaction id	0001416011	Date of Receipt	22/07/2019 2:09PM		
Deed No / Year	Not Generated				
Presentant Name	Mr Surendra Dugar		·		
Land Lord	Mrs ANUVA CHAKRAVA	ARTY,Mr ANIS CHAKRAVA	RTY		
Developer	PS GROUP REALTY PR	IVATE LIMITED			
Transaction	[0110] Sale, Developmer	nt Agreement or Construction	n agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]				
Total Setforth Value	Rs. 2/-	Market Value	Rs. 18,82,91,972/-		
Stamp Duty Paid	Rs. 100/-	Stamp Duty Articles	48(g)		
Registration Fees Paid	Rs. 0/-	Fees Articles			
Standard User Charge	303/-	Requisition Form Fee	50/-		
Remarks					

Stamp Duty Paid (Break up as below)

Stamp Type	Treasury or	Treasury or Vendor Name	Stamp	Purchase	Amount ir
	Vendor		Serial No	Date	Rs
Impressed	Vendor	Soumitra Chanda	Z091363	24/06/2019	50/-
Impressed	Vendor	Soumitra Chanda	Z091364	24/06/2019	50/-

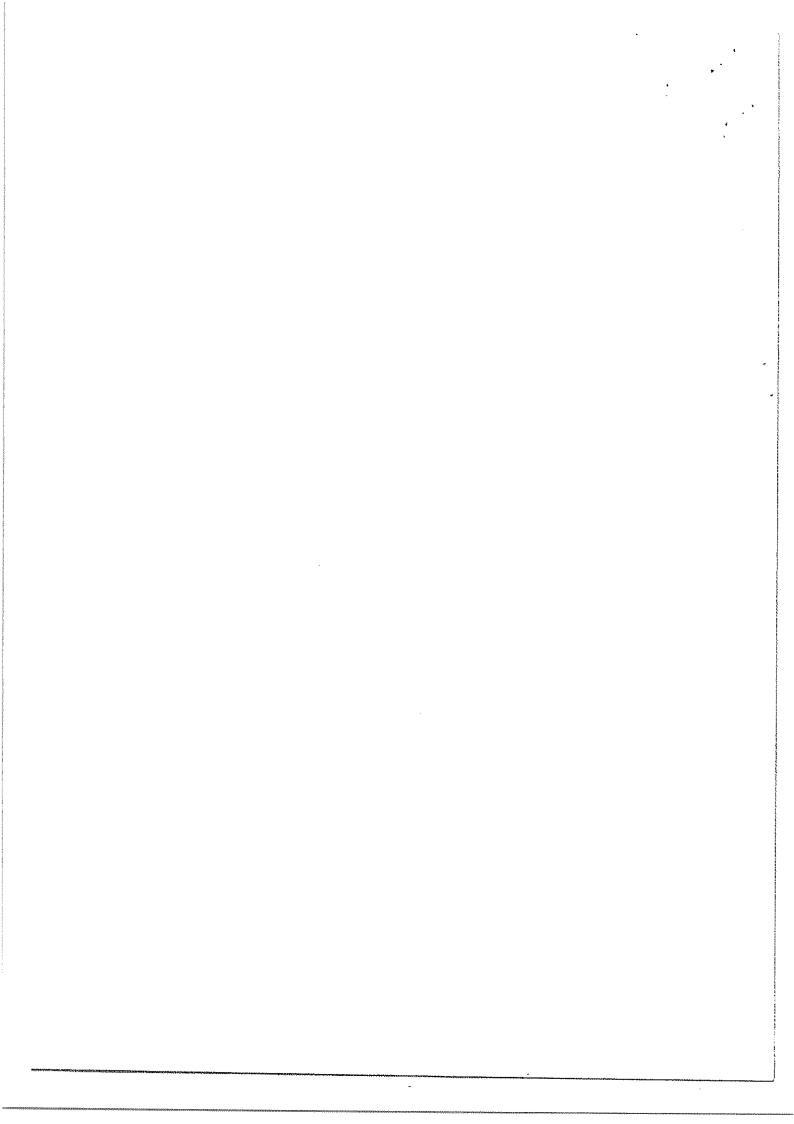
Other Fees Paid (Break up as below)

By/Cash	Amount in Rs
Standard User Charge	303/-
Otandara oder Onlarge	

*Total Amount Received by Cash Rs. 303/-

(Asish Goswami)
DISTRICT SUBREGISTRAR

OFFICE OF THE D.S.R. -III SOUTH 24-PARGANAS South 24-Parganas, West Bengal





Government of West Bengal

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas W.B. FORM NO. 1564

Query No / Year	16030001149791/2019	Serial No/Year	1603002680/2019		
Transaction id	0001435435	Date of Receipt	24/07/2019 12:26PM		
Deed No / Year	I - 160302457 / 2019				
Presentant Name	Mr Surendra Dugar				
Land Lord	Mrs ANUVA CHAKRAVA	ARTY,Mr ANIS CHAKRAVA	ARTY .		
Developer	PS GROUP REALTY PR	IVATE LIMITED			
Transaction	[0110] Sale, Developmer	nt Agreement or Constructio	n agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]				
Total Setforth Value	Rs. 2/-	Market Value	Rs. 18,82,91,972/-		
Stamp Duty Paid	Rs. 0/-	Stamp Duty Articles			
Registration Fees Paid	Rs. 0/-	Fees Articles			
Standard User Charge	Rs. 0/-	Requisition Form Fee	Rs. 0/-		

(Asish Goswami)

DISTRICT SUBREGISTRAR

OFFICE OF THE D.S.R. III SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal

Remarks

:

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

GRN:

19-201920-004376116-1

Payment Mode

Online Payment

125074

GRN Date: 18/07/2019 17:21:14

Bank:

Indian Bank

BRN:

IB18072019023888

BRN Date:

-Mobile No. :

18/07/2019 17:21:57

DEPOSITIOR'S DETAILS

ld No.: 16030001149791/3/2019

[Query Year]

Name:

BAPI DAS

+91 9830539364

Contact No.: E-mail:

Address:

ALIPORE POLICE COURTKOLKATA

Applicant Name:

Mr Bapi Das

Office Name:

Office Address:

Status of Depositor:

Advocati

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Walter Co.	Fees	0030-03-104-001-16	50053
2 16030001149791/3/2019	Property Registration Registration	0000 00 404 554 45	10021
1 16030001149791/3/2019	Property Registration-Stamp duty	0030-02-103-003-02	75021
No. No	Description		
er identilikation		Head of A/C Ar	nountli∌l
S): Identification	Head of A/C		
William Stranger	E7 TF		

Total

In Words:

Rupees One Lakh Twenty Five Thousand Seventy Four only



Major Information of the Deed

Deed Not.	I-1603-02457/2019	Date of Registration 24/07/2019
Query/No//Year	1603-0001149791/2019	Officewhere deed is registered
Query Date	16/07/2019 10:47:07 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana: Alipor - 700027, Mobile No.: 983037367	Te District : South 24 Parrange MECT PENGAL
Transaction		Additional Transaction
[0110] Sale, Development A agreement	greement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]
Set Forth value		Market Value
Rs. 2/-		Rs. 18,82,91,972/-
Stampduty/Paid(SD)		Registration Fee Paid
Rs. 75,121/- (Article:48(g))		Rs. 50,053/- (Article:E, E, B, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only) tarea)	from the applicant for issuing the assement slip.(Urban

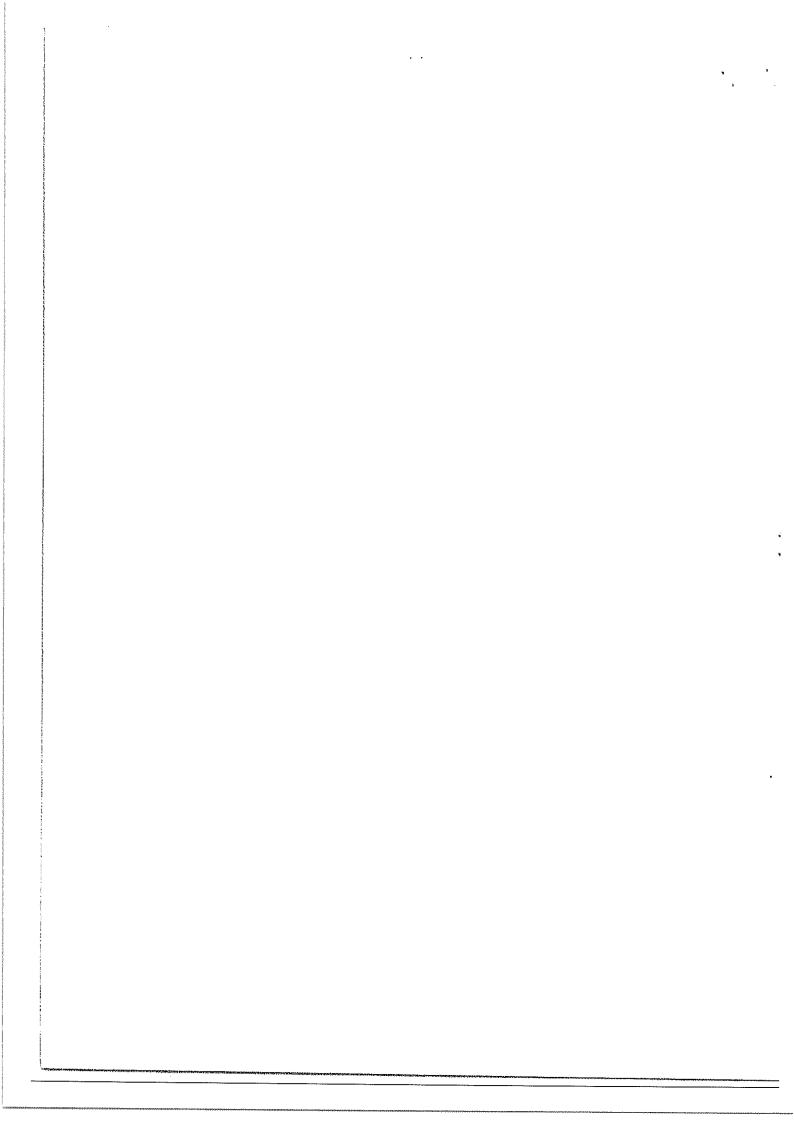
Land Details:

District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ballygunje Park Road, Road Zone: (On Road -- On Road),, Premises No: 12/3,, Ward No: 065 Pin Code: 700019

2.400	Plot ≗Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		19 Katha 2 Chatak	1/-	18,67,91,972/-	Property is on Road
	Grand	Total:			31.5563Dec	1 /-	1867,91,972 /-	

Structure Details:

Structure Details	Area of Structure	Setforth Value (in Rs.)	Market value (In Rs.)	Other Details
On Land L1	2000 Sq Ft.	1/-	15,00,000/-	Structure Type: Structure
Gr Floor Area of	floor: 2000 Ca Et	Desident III. 6		Age of Structure: 5 Years, Roof Typ



Land Lord Details:

SI No	Name Address; Photo; Finger print and Signature
1	Mrs ANUVA CHAKRAVARTY Wife of Late Dhruves Chandra Chakravarty 7/1 Old Ballygunge Second Lane, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACNPC6388A, Status:Individual, Executed by: Self, Date of Execution: 19/07/2019 Admitted by: Self, Date of Admission: 19/07/2019, Place: Pvt. Residence, Executed by: Self, Date of Admitted by: Self, Date of Admission: 19/07/2019, Place: Pvt. Residence
	Mr ANIS CHAKRAVARTY Son of Late Dhruves Chandra Chakravarty 7/1 Old Ballygunge Second Lane, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN-700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADGPC0355B, Status Individual, Executed by: Self, Date of Execution: 19/07/2019 , Admitted by: Self, Date of Admission: 19/07/2019 ,Place: Pvt. Residence , Admitted by: Self, Date of Admission: 19/07/2019 ,Place: Pvt. Residence

Developer Details :

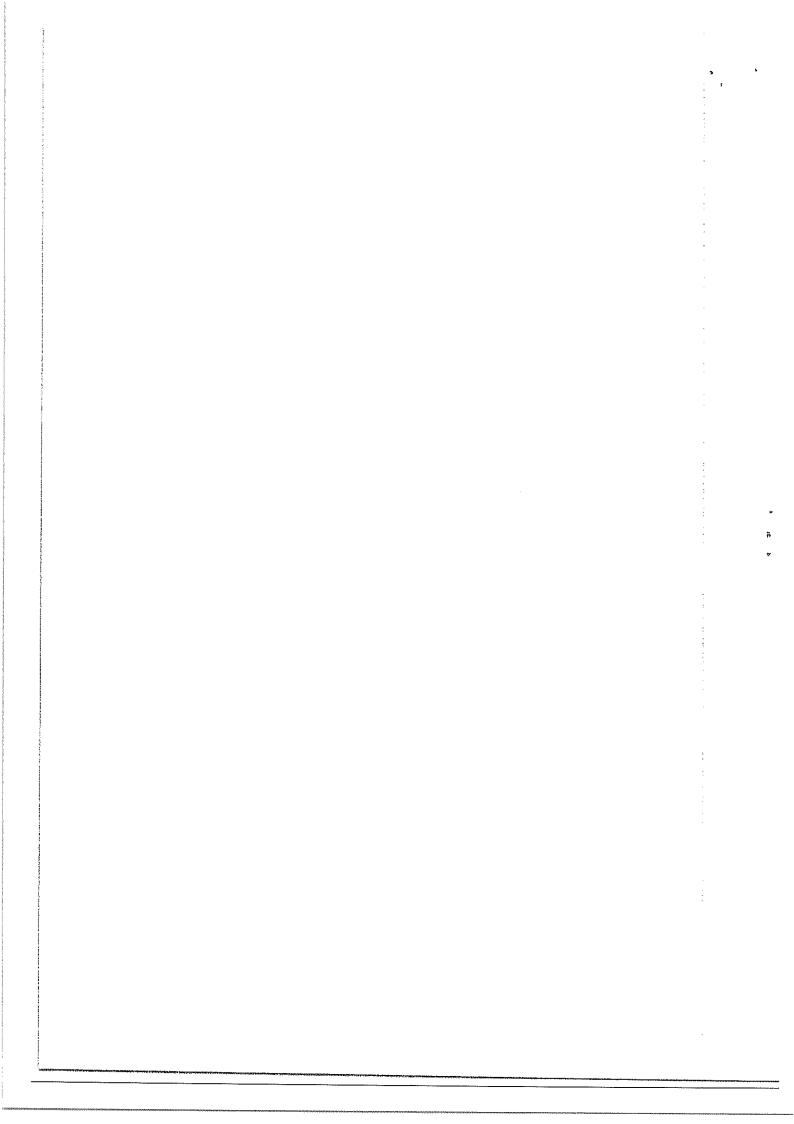
S	Name, Address, Photo; Finger, print and Signature PS GROUP REALTY PRIVATE LIMITED	
1	LOCKOOL KEACIL LKIVATE CIMILED	_
	1002, E M Bypass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105,	
L	PAN No.:: AABCP5390E, Status :Organization, Executed by: Representative	

Representative Details:

44.00	Name;Address;Photo;Finger;print;and;Signature;
	Mr Surendra Dugar, (Alias Name: Mr Surendra Kumar Dugar) (Presentant) Son of Late J M Dugar 1002 E M Bypass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACUPD1317K Status: Representative, Representative of: PS GROUP REALTY PRIVATE LIMITED (as Director)

Identifier Details:

Name Mr Bapi Das Son of Mr Sunil Das Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Photo	Finger Print	Signature
Identifier Of Mrs ANUVA CHAKRAVART	Y, Mr ANIS CHAK	RAVARTY, Mr Su	rendra Dugar



SI.No	From	To. with area (Name-Area)		
1	Mrs ANUVA CHAKRAVARTY	PS GROUP REALTY PRIVATE LIMITED-15.7781 Dec		
2	Mr ANIS CHAKRAVARTY	PS GROUP REALTY PRIVATE LIMITED-15.7781 Dec		
Trans	fer of property for S	1		
SI.No	From	To. with area (Name-Area)		
1	Mrs ANUVA CHAKRAVARTY	PS GROUP REALTY PRIVATE LIMITED-1000.00000000 Sq Ft		
2	Mr ANIS CHAKRAVARTY	PS GROUP REALTY PRIVATE LIMITED-1000.00000000 Sq Ft		

Endorsement For Deed Number: I - 160302457 / 2019

On 19-07-2019

Presentation(Under Section)52/& Rule/22A(3)/46(1);W:B: Registration Rules:1962)

Presented for registration at 16:15 hrs on 19-07-2019, at the Private residence by Mr Surendra Dugar Alias Mr Surendra Kumar Dugar,

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 18,82,91,972/-

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

Execution is admitted on 19/07/2019 by 1. Mrs ANUVA CHAKRAVARTY, Wife of Late Dhruves Chandra Chakravarty, 7/1 Old

Ballygunge Second Lane, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession House wife, 2. Mr ANIS CHAKRAVARTY, Son of Late Dhruves Chandra Chakravarty, 7/1 Old

Ballygunge Second Lane, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Others

Indetified by Mr Bapi Das, , , Son of Mr Sunil Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-07-2019 by Mr Surendra Dugar, , Mr Surendra Kumar Dugar Director, PS GROUP REALTY PRIVATE LIMITED, 1002, E M Bypass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105

Indetified by Mr Bapi Das, , , Son of Mr Sunil Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

5M/

Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS
South 24-Parganas, West Bengal



On 22-07-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053/- (B = Rs 50,000/-,E = Rs 21/-,H = Description of Online Payment Using Government Beasist Part 10, by online = Rs 50,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/07/2019 5:21PM with Govt. Ref. No: 192019200043761161 on 18-07-2019, Amount Rs: 50,053/-, Bank: IDIB000C001), Ref. No. IB18072019023888 on 18-07-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no Z091363, Amount: Rs.50/-, Date of Purchase: 24/06/2019, Vendor name: Soumitra Chanda

2. Stamp: Type: Impressed, Serial no Z091364, Amount: Rs.50/-, Date of Purchase: 24/06/2019, Vendor name: Soumitra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/07/2019 5:21PM with Govt. Ref. No: 192019200043761161 on 18-07-2019, Amount Rs: 75,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB18072019023888 on 18-07-2019, Head of Account 0030-02-103-003-02

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Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 24-07-2019

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.

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Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2019, Page from 78345 to 78377
being No 160302457 for the year 2019.



Digitally signed by ASISH GOSWAMI Date: 2019.07.24 15:20:27 +05:30 Reason: Digital Signing of Deed.

FIM T

(Asish Goswami) 24-07-2019 15:20:22
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

PS GROUP REALTY PYT, LTD.

Director

(This document is digitally signed.)