

MITTINDIA:

िन्युद्धि पश्चिम वंगाल WEST BENGA

A.R.A.

AB 468713

Certified that the Programma is desired in Registration. The Continue Sheet endorsement sheets attracted to this deciment are the part of this Document.



THIS AGREEMENT made this the 17H day of Jamus I'wo Thousand and Nineteen 17 JAN 2015

LIMITED (PAN. AACCLI841K), (2) CONSTRUCTION PRIVATE LIMITED (PAN. AAKCA2525K), (3) AJANYA ENCLAVE PRIVATE LIMITED (PAN. AAKCA2273N), all the aforesaid three(3) companies incorporated under the Companies Act, 1956 and having their registered office at 52/1, Shakespeare Sarani. Kolkata-700017 and represented by their director/authorized signatory Sri Amit Kumor Saha, (PAN. DCRPS9448N) son of Sri Ajit Kumar Saha, residing at Nanisaha Sarani, North Dum Dum, P.O. & Nimta, Kolkata - 700 049, (4) AMPLE VILLA PRIVATE LIMITED (PAN. AAKCA9699L), a company incorporated under the Companies Act, 1956 and having their registered office at 78, Bentinck Street, Kolkata 700 001, (5) TRIJAL ENCLAVE PRIVATE LIMITED (PAN. AAECT3544M), and (6) DARSHIL HEIGHTS PRIVATE LIMITED (PAN. AAECD4004G), both the companies incorporated under the Companies Act, 1956 and having its registered office at 84/A, C. R. Avenue, First Floor, Kolkata - 700012, the aforesaid three(3) companies represented by their authorized signatory Mr. Mihir Nandi (PAN, AFBPN4310E), son of Mr. Raj Mohan Nandi, residing at PO & PS - Pratapnagar, Hooghly, Pin - 712422, all hereinafter collectively referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors-in-interest and assigns) of the ONE PART,

6525L.

Sensi No. 400 - Powjecta IIP.
Name All Bar DJ-101-17

18 6 JAN 2019

Prop:- Srikant Tiwari Licenced Stamp Yelder BACHAN GANGA 2 & 3, Bankshall Street Kolkata - 700 001

16 JAN 2019

Idenfied by me Swapan Manna 40-Pratap ch. Manna 21/H/86 Roja Mavindra Rond. KOl-37 P.S. Chitpur, Occ : Service



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

GRN:

19-201819-032277098-1

Payment Mode

Online Payment

GRN Date: 28/12/2018 17:59:32

Bank:

ICICI Bank

BRN:

1607116791

BRN Date: 28/12/2018 18:01:07

DEPOSITOR'S DETAILS

Id No.: 19040001860981/11/2018

[Query No./Query Year]

Name:

HBR PROJECTS LLB

Contact No.:

03322871357

Mobile No.

+91 9836309955

E-mail:

Address:

207AJC BOSE ROAD KOLKATA700017

Applicant Name:

Mr Amit Agarwal

Office Name:

Office Address:

Status of Depositor:

Seller/Executants

Purpose of payment / Remarks

Sale, Development Agreement or Construction agreement

Payment No 11

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/O Description	Head of A/C	Amount[(₹)
1	19040001860981/11/2018	Property Registration-Stamp duty	0030-02-103-003-02	74921
2	19040001860981/11/2018	Property Registration-Registration Fees	0030-03-104-001-16	10937

Total

85858

In Words:

Rupees Eighty Five Thousand Eight Hundred Fifty Eight only



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HBR PROJECTS LLP (PAN AAHFH0833P), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008, having its registered office at 207, A.J.C. Bose Road, Kolkata – 700 017 and represented by their authorized signatory Sri Amit Agarwal, (PAN.ACJPA3527B) son of Sri Rajendra Prasad Agarwal, residing at Balajee Ganges, Block – E. 2nd Floor, Flat – 203, 105D- Bidhan Nagar Road, LP – PB No. 146 3, P.O+P.S – Ultadanga, Kolkata 700067, 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 present partners and such other person or persons who may be taken in or admitted as partner(s) in the said limited liability partnership firm and their respective heirs executors administrators legal representatives and assigns) of the OTHER PART.

- 'the Owners' and 'the Developer' are individually referred to as 'party' and collectively referred to as 'parties'.

### WHEREAS:

A. The Owners have purchased and acquired ALL THAT the piece and parcel of land comprised in R.S./L.R. Dag Nos. 3508(P), 3507(P) and 3506(P), containing an aggregate land area of about 70.5567 decimals, to be a little more or less, together with the asbestos shed structure standing thereon having an aggregated covered area of 730 sq. ft. lying thereupon appertaining to L.R. Khatian No. 8495, 8496, 8497, 8499, 8500 and 8505, being Municipal Holding No. RGM 5/3, Block – I in Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality) (hereinafter referred to as the said LANDS and morefully mentioned in the FIRST SCHEDULE hereunder written and shown in the map or plan annexed hereto and coloured Red thereon by and under various deeds (hereinafter collectively referred to as the said TITLE DEEDS) detailed in the FIFTH SCHEDULE hereunder written;

B. The Owners herein have agreed to entrust and engage the Developer and to grant to the Developer the exclusive right and authority to undertake such development under an Agreement dated 1<sup>st</sup> October 2016 for the purpose of development of the said Lands for commercial exploitation thereof by construction/re-construction of new building/s thereupon.

C. The parties herein are desirous to enter into this agreement to record the terms and conditions agreed by and between the parties and lodge this agreement for registration.

# 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:-

1.1 ARCHITEGT – shall mean such person or persons who may be appointed by the Developer as the architect for the Project from time to time.

1.2 ASSOCIATION – shall mean any company incorporated under the Companies Act or any Association or any Syndicate or a Committee or Society as may be formed or caused to be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.3 CAR PARKING SPACE – shall mean all the spaces in the portions at the basement (if any), ground floor level and/or any other level, whether open, covered or mechanical, within the Project area and intended to be reserved for parking of cars/scooters.

1.4 COMMON AREAS, FACILITIES AND AMENITIES shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead



water tank, water pump and motor, drive-ways, common lavatories, common generator, transformer, effluent treatment plant. Fire Fighting systems, rain water harvesting areas and other facilities in the Project, which the Developer may decide to provide in its absolute discretion, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.

1.5 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 transferees and all other expenses for the Common Purpose including those mentioned in the Second Schedule hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

1.6 COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Project in particular 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.

1.7 CONSENTS - shall mean the planning permission sanctions and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or required for development of the said Lands and commencement of construction.

DATE OF COMMENCEMENT OF LIABILITY – shall mean the date on which owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Notice for Possession irrespective of whether owners/transferees of the units take actual physical possession or not, whichever is earlier.

1.9 DEPOSITS/EXTRA CHARGES – shall mean the amounts specified in the Third Schedule hereunder to be paid/ deposited by the transferees to the Developer.

1.10 DEVELOPER'S SHARE – shall mean 75% (Seventy Five Percent) of the of the sale proceeds/ consideration amount from sale and transfer of the units/ saleable spaces including car parking spaces (open and covered) in the Project to be developed upon the said Lands.

LANDS – shall mean ALL THAT the piece and parcel of land comprised in R.S./L.R. Dag Nos. 3508(P), 3507(P) and 3506(P), containing an aggregate land area of about 70.5567 decimals, to be a little more or less, together with the asbestos shed structure standing thereon having an aggregated covered area of 730 sq. ft. lying thereupon appertaining to L.R. /Klfatian No. 8495, 8496, 8497, 8499, 8500 and 8505, being Municipal Holding No. RGM 5/3, Block – I in Mouza Gopalpur, JL. No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality) (more fully and particularly described in the First Schedule hereunder written and shown in the map or plan annexed hereto and coloured Red thereon);

MAINTENANCE-IN-CHARGE – shall mean and include such persons/agency or any outside agency to be appointed by the Developer under this Agreement for the Common Purposes under such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained;

1.13 MARKETING – shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to any transferee or tenant or licensee or lessee as the case may be for owning, leasing, renting or occupying any flat, unit, apartment, and/or constructed space by the Developer.

1.14 NEW BUILDINGS - shall mean the new buildings to be constructed, erected and completed upon the said Lands.

1.15 OWNERS' SHARE – shall mean shall mean 25% (Twenty Five Percent) of the of the sale proceeds/ consideration amount from sale and transfer of the units/ saleable spaces including car parking spaces (open and covered) in the Project to be developed upon the said Lands.



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PLANS - shall mean the plans to be sanctioned by the concerned sanctioning authority as the 1.16 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 and approved by the sanctioning authorities in respect of the Project.

1.17 PROJECT - shall mean the project of development of the said Lands by construction. erection and completion of the New Buildings thereupon with Common Areas, Facilities and

PROFESSIONAL TEAM - shall mean the Architects, Structural Engineers, Surveyors 1.18 and/or such other professional engaged and/or contracted by the Developer from time to time for the purpose of the Project.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the 1.19 proportion in which the area of any Unit or Units may bear to the area of all the Units in the

1.20 ROOF - shall mean and include the ultimate roof of the New Buildings;

SPECIFICATION - shall mean the specifications for the said Project as mentioned in the 1.21 Fourth Schedule hereunder or as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the said 1.22

Lands mentioned in the Fifth Schedule hereunder written.

TRANSFER - with its grammatical variations shall include transfer by possession or by 1.26 executing a valid transfer document and by any other means adopted for effecting what is understood as a transfer of space in the new buildings to the transferees thereof as per law.

1.27 TRANSFEREE - according to the context shall mean all the prospective or actual transferees who would agree/have agreed to purchase and acquire any unit/saleable space in

UNDIVIDED SHARE - shall mean the undivided proportionate indivisible part or share in 1.28 the said Land attributable to any unit/saleable space.

UNITS/SALEABLE SPACES - shall mean self contained flats, apartments, offices, show 1.29 rooms, car parking spaces and/or other spaces in the New Buildings capable of being held and used independent of each other.

#### 2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

when calculating the period of time within which or following which any act is to be done i) 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.

all references to section numbers refer to the sections of this agreement, and all iv)

references to schedules refer to the Schedules hereunder written.

the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar V) import refer to this agreement as a whole and not to any particular Article or section

Any reference to any act of Parliament or State legislature in India whether general or vi) 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

Any reference to any agreement, contract, plan, deed or document shall be construed as a vii) reference to it as it may have been or may be from time to time amended, varied, altered. modified, supplemented or novated.

#### DATE OF COMMENCEMENT AND TIME FOR COMPLETION AND DURATION: 3.

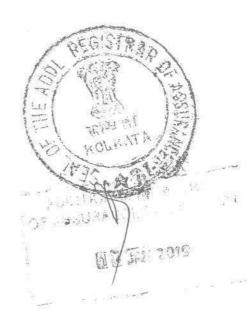
This Agreement shall be deemed to have commenced on and with effect from the date of 3.1 execution of this Agreement (hereinafter referred to as the COMMENCEMENT DATE).



3.3 This Agreement shall remain in full force and effect until such time the construction and completion of the New Buildings are made within the stipulated period in terms hereof in all respects and the respective deeds of transfer are duly made and registered in favour of the intending transferees and management and affairs of the New Buildings is handed over to the Association of the co-owners of the New Buildings upon the said Lands.

## 4. OWNERS' COVENANTS AND REPRESENTATIONS:

- 4.1 At or before execution of this agreement, the Owners have assured, represented and warranted to the Developer as follows:
- That the said Lands are free from all encumbrances mortgages, charges liens, lispendens, debutters, wakf, trusts, benami transactions, attachments, bargadar, leases, tenancies, occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever;
- ii) That the Owners have the clear marketable title of the said Lands and no person has claimed any right title interest or possession whatsoever in the said Lands or any part thereof nor sent any notice in respect thereof and that no person(s) other than the Owners have any right, title and/or interest, of any nature whatsoever in the said Lands or any part thereof;
- That the Owners have not dealt with any part or portion of the said Lands in any manner nor created any third party right or title or interest therein, and have not entered into any agreement, contract etc. in respect thereof, and the Lands are free from any charges and all outgoings including land revenues thereof have been paid in full by the Owners;
- iv) That the Owners have been and continue to be in vacant, peaceful and physical possession of the said Lands and there are no outstanding actions, claims or demands between the Owners and any third party;
- That the said Lands are contiguous plots of lands and no part or portion of the said Lands is ditch or water body of any nature;
- vi) That the Owners have not at any time held any land in excess of the prescribed ceiling limit under the West Bengal Land Reform Act 1955 and/or the Urban Land Ceiling Act 1976, a any other statute, central, state or local;
- vii) That there are no legal or other proceedings pending in respect of any part or portion of the said Lands and/or against the Owners and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc. against the said Lands;
- viii) That the said Lands or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said Lands are not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand;
- That no suit and/or any other proceedings and/or litigations of material effect are pending against the Owners or in respect of the said Lands or any part thereof and that the said Lands are not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said Lands;
- x) No public demand or recovery proceedings are pending against the Owners;
   xi) The Owners have full right, power and authority to enter into this Agreement;
- xii) The Owners have got the said Lands duly mutated in their respective names in the Record of Rights of the Block Land & Land Reforms Officer, Rajarhat, as also with the Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality).



4.2 Relying upon the said representations, assurances and warranties of the Owners and acting in true faith thereof and having verified the documents submitted by the Owners, the Developer has agreed to develop the said Lands and enter into this agreement with the Owners for the consideration and under the terms recorded hereunder.

#### 5. GRANT OF DEVELOPMENT RIGHTS:

- 5.1 The parties have mutually agreed and framed a Scheme for development of the said Land by undertaking the construction, erection and completion of new buildings containing units/saleable spaces and for the said purpose, the Owners have granted the exclusive rights and authority in favour of the Developer to enter upon, hold and develop the said Lands for commercial exploitation thereof.
- 5.2 The Developer has accepted the exclusive right and authority to undertake at its own cost and expenses and on its own or through contractors and sub-contractors, the development of the said Lands and construction, erection and completion of the New Buildings upon the said Lands in accordance with the Plans.
- 5.3 The parties have agreed to fulfill their respective obligations as recorded and contained in this agreement.

## 6. DEVELOPER'S RIGHTS, OBLIGATIONS AND COVENANTS:

- 6.1 The Developer has been authorised by the Owners and the Developer shall be entitled to do various acts, deeds and things at the costs, expenses and arrangements of the Developer, as follows:-
  - To prepare a scheme for development of the said Lands;
  - To sign and execute applications, affidavits, undertakings, plans, maps, sketches, ii) drawings and other papers and documents for application of and obtaining various approvals, consents, licenses, clearances permissions, sanctions and no-objections from any authority, body or functionary under the applicable laws such as the Bidhannagar Municipal Corporation, concerned Municipal Engineering Directorate, Zilla Parishad North 24Parganas, Kolkata Metropolitan Development Authority, WBSEDCL, WBSEB, Directorate of Lifts, Fire Services, Fire Brigade, Traffic Department, Directorate of Electricity, Police authorities, HIDCO, New Town Kolkata Development Authority, Public Works Department (PWD), Roads and Highway Department, National Highway Authority of India, Land Reforms offices, Planning authorities, Pollution Control Board, the authorities under Urban Land (Ceiling & Regulations) Act, 1976, Real Estate (Regulation & Development) Act, 2016, West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, West Bengal Panchayet Act, Town and Country (Planning & Development) Act, Development Authority, Pollution Control and/ or other competent authorities for mutation, amalgamation with neighbouring and/ or adjoining lands, separation, correction of records, conversion of nature of land and sanction of Building Plan for erection construction and completion of New Building(s) at the said Lands;
  - iii) To prepare or cause to be prepared the map or plan and submit the same for sanction to the authorities concerned for construction of new building and/or buildings upon the said Lands;
  - To apply for sanction modifications/variations/ alterations of the Building Plans from time to time before the concerned authorities including the Bidhannagar Municipal Corporation, concerned Municipal Engineering Directorate, Zilla Parishad North 24 Parganas for erection and construction of New Building(s) upon the said Lands and to sign and execute necessary applications, undertakings, affidavits, deeds, documents.



maps, sketches, drawings etc. for the aforesaid purpose and to obtain delivery of such plan as may be required by the said Developer from time to time

- V) To appear and represent the Owners before the necessary authorities including the Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), concerned Municipal Engineering Directorate, Zilla Parishad North 24Parganas, Kolkata Metropolitan Development Authority, WBSEDCL, WBSEB, Directorate of Lifts, Fire Services, Fire Brigade, Traffic Department, Directorate of Electricity, Police authorities, HIDCO, New Town Kolkata Development Authority, Public Works Department (PWD), Roads and Highway Department, National Highway Authority of India, Land Reforms offices, Planning authorities, Pollution Control Board, the authorities under Urban Land (Ceiling & Regulations) Act, 1976, West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, West Bengal Panchayet Act, Town and Country (Planning & Development) Act, Development Authority, Pollution Control Board, registration offices, Notary Public, Magistrate and/ or other competent authorities for all matters pertaining to the said Lands as may be required by the said Purchaser from time to time.
- vi) To pay and deposit necessary fees and charges for obtaining such approvals, consents, permissions, sanctions and no-objections sanction and such modification/ variations/ alteration of the sanctioned plans and to receive and realize refunds of the excess and surplus of such amounts of fees and charges, if any from time to time.
- vii) To appear before the concerned authorities for determination and fixation and/or finalization and/ or assessment of the annual valuation of the said Lands and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as may be required from to time.
- viii) To sign and execute all papers and documents for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities for erection construction and completion of New Building(s) at the said Lands as may be required from time to time.
- To sign and execute all papers and documents for application and obtaining the connections of gas, water, sewerage, drainage, electricity, telephone and other facilities and utilities at the said Lands and to make alterations thereof and to close down and/or have disconnected the same and to do all other acts, deeds and things as may be required from time to time.
- x) To sign and execute the papers, documents, plans, drawings etc. apply for and obtain occupancy and completion certificate in respect of buildings or parts thereof from the concerned authorities as may be required from time to time.
- xi) To pay and deposit all rates, taxes and outgoings including Municipal Taxes, Urban Land Tax, Rent, Revenue, Khazana and other statutory charges whatsoever, payable for and on account of the said Lands and receive and realize refunds of excess and surplus amounts if any.
- xii) To have the soil tested of the said Lands;
- xiii) To cause the said Lands to be surveyed:
- xiv) To erect boundary wall for fencing the said Lands;
- To engage and appoint, engage and employ durwans, security men, employees for the safety and security of the said Lands and pay their salary, remunerations and charges;
- xvi) To sign and execute in the names of the Grantors all plans, applications, declarations, and affidavits as may be required by various authorities from time to time for obtaining the sanction of the map or plan from the authorities concerned and also for the purpose of undertaking the development of the said Lands;
- xvii) To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the said Lands and which need to be diverted as a result of the development;
- xviii) To appoint its professional team for causing development of the said Lands;



- xix) To demolish the existing building/ structures at the said Lands and dispose of and clear the debris of the same from the said Lands;
- To sign and execute all kinds of deeds and documents that may be necessary for effectually developing the said Lands;
- To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services;
- xxii) To give all necessary or usual notices under any statute affecting the demolition and clearance of the said Lands and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Lands and pay all costs, fees and outgoings incidental to or consequential to any such notice;
- xxiii) To make deposit of necessary fees and charges with the concerned authorities for the purpose of carrying out the development work and construction of the New Building(s) upon the said Lands and to claim refunds of such deposits and to give valid and effectual receipt and discharge in connection therewith;
- xxiv) To comply or procure compliance with, all statutes and any enforceable codes of practice of the municipal authorities or other authorities affecting the said Lands or the development thereof;
- To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Lands;
- xxvi) To put and/or fix hoarding(s) in any place of the said Lands;
- xxvii) To construct erect and complete the said new building and/or buildings upon the said Lands in accordance with the Plan sanctioned by the authorities concerned;
- xxviii) To do all acts deeds matters and things and to sign and execute all deeds documents instruments plans applications and papers as may be necessary and/or required for undertaking development of the said Lands;
- xxix) To market the project and invite the intending transferees to book the units/ saleable spaces in the project of development of the said Lands;
- To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the New Building(s) in accordance with the Plan sanctioned by the concerned authorities.
- 6.2 The Developer shall keep the Owners saved, harmless and indemnified for and against all losses actions suits claims and proceedings caused due to act, deeds and things done, acted performed by the Developer by virtue of the authority granted by the Owners to the Developer as hereinabove mentioned.
- 6.3 The Developer shall bear all the costs, expenses, investments and charges for the construction of the New Buildings on the said Lands for which the Owners shall not liable and responsible in any manuer.
- 6.4 The Developer shall be liable and responsible for payment of salary/ allowances/ compensation to the men employed by it for the purpose of construction. The Developer shall keep the Owners indemnified against any claim that might be raised by any person employed by the Developer in connection with the project or any work ancillary thereto.
- 6.5 The Developer, after obtaining all Consents for undertaking development of the said Lands, shall commence and/or proceed diligently to execute and complete the development of the Project in a good and workmanlike manner with good quality materials.
- 6.6 The Developer shall be entitled to obtain necessary utilities and connections for the said Lands.

#### POWER OF ATTORNEY:



- 7 | Simultaneously with the execution of this agreement the Owners have granted a power of attorney in favour of HBR Projects LLP, Mr. Harsh Vardhan Patodia and Mr. Kumar Vardhan Patodia, being the nominees of the Developer, for the purpose to do, act and perform various acts, deeds and things in respect of the said Lands jointly and/ or severally and also for the purpose to sign and execute necessary deeds and documents for sale and transfer of the units/saleable spaces in favour of the intending transferees from time to time.
- 7.2 Notwithstanding the grant of the aforesaid power of attorney, the Owners at the request of the Developer shall sign and execute necessary deeds and documents for various purposes relating to development of the said Lands and also for sale and transfer of the units/saleable spaces in favour of the intending transferees from time to time.

### 8. REVENUE DISTRIBUTION AND TRANSFER OF UNITS/SALEABLE SPACES:

- 8.1 The Units/ Saleable Spaces in the proposed New Building(s) upon the said Lands shall be transferred by the parties herein in favour of prospective transferees at the rates and under the terms as decided by the Developer and the sale proceeds/ consideration amount for sale and transfer of the units/ saleable spaces including car parking spaces (open and covered) to be constructed upon the said Lands shall be divided and distributed by and between the Owners and the Developer in the ratio as mentioned below.
- 8.2 OWNERS' SHARE: In consideration of the Owners' rights, title and interest in the said Lands and also in consideration of the Owners' granting the rights of development of the said Lands and the Developer's Share in the New Buildings upon the said Lands and in further consideration of the Owners' fulfilling their obligations under this agreement, the Owners shall be entitled to 25% (Twenty Five Percent) of the of the sale proceeds/ consideration amount from sale and transfer of the units/ saleable spaces including car parking spaces (open and covered) to be constructed upon the said Lands.
- 8.3 DEVELOPER'S SHARE: In consideration of the Developer undertaking the project of development of the said Lands and also in consideration of the Developer incurring and bearing various costs and expenses in this regard and in further consideration of the Developer's fulfilling its obligations under this agreement, the Developer shall be entitled to 75% (Seventy Five Percent) of the sale proceeds/ consideration amount from sale and transfer of the units/ saleable spaces including car parking spaces (open and covered) to be constructed upon the said Lands.
- 8.4 The transferees shall be required to pay the amount of earnest money, sale proceeds or consideration amount for purchase of the units/ saleable spaces in the new building in favour of the Developer and the Developer shall transfer the Owners' Share to the Owners after obtaining the Completion/Occupancy Certificate or as may be decided by the Developer.
- 8.5 It is recorded and declared that the Owners shall be entitled to 25% share in the amount realized and to be realized by the Developer in future.
- 8.6 The Developer shall develop the said Lands and fulfill its obligations to the intending transferees with whom the Developer may have entered into agreement(s) for sale for any units/ saleable spaces or with any third parties.
- 8.7 The Developer shall be entitled to directly realize and retain the following amounts from the transferees:
  - Statutory realization, including but not limited to service tax/GST etc.;
  - Cost of extra work carried out exclusively at the instance of prospective transferees of Saleable Spaces and other spaces areas rights or benefits in the Project;



- e. All extras and deposits morefully mentioned in the Third Schedule;
- d. Any legal expenses for preparation, execution and registration of the deeds and documents for sale and transfer of the units/ saleable spaces.
- 8.8 GST/ Service Tax / Applicable Taxes: GST, Service Tax and/or other applicable taxes in respect of the transfer of the units/saleable spaces to the Transferees shall be collected by the Developer from the Transferees. Deposit of such GST, Service Tax or other applicable taxes with the concerned authority in accordance with law in respect of the sale and transfer of the units/saleable spaces to the Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. The Developer shall be liable to deposit such collected amounts of taxes with the statutory authorities as per applicable law.
- 8.9 The decision of the Architect regarding measurement of area constructed and all aspects of construction and development including the quality of materials shall be final and binding on the Parties.

### POSSESSION:

9.1 Simultaneously with the execution of this agreement, the Owners have allowed the Developer the right to enter upon and construct on the said Lands for the purpose of development in terms hereof.

### 10. TITLE DEEDS:

- 10.1 The original title deeds in respect of the said Lands as detailed in the Fifth Schedule hereunder shall be deposited by the Owners with Mr. Harsh Vardhan Patodia, son of Mr. Gopal Prasad Patodia, residing at 5F/2 New Road, Alipore, Kolkata 700027 who shall allow inspection of the same to the Developer and/or their authorized persons including Transferees/purchasers of the Units/Saleable Spaces in the Project and to make extract therefrom and shall produce the same before any local authority, statutory authority, body or Court of Law as may be required to be produced from time to time. The Owners shall not create any charge on the Title Deeds or mortgage over and in respect of the said Lands. After completion of sale and transfer of the Units/ Saleable Spaces in the Project in favour of the Transferees and upon formation of the Association, the Original Title Deeds shall be delivered to such Association.
- 10.2 Bank Loan by mortgage: The Developer shall be entitled to obtain/ avail the project finance/ construction loan for the project of development of the said Lands by creation of mortgage of the said Lands or portion thereof and in that event the original title deeds shall be released by financial institution(s).

## 11. DEPOSITS, FINANCIALS AND EXTRA CHARGES:

- 11.1 An amount of Rs. 10,83,250/- (Rupees Ten Lakhs Eighty Three Thousand Two Hundred Fifty only) as detailed in Sixth Schedule already advanced by the Developer herein to the Owners shall be lying as interest-free Deposit ("Deposit Amount") with the Owners. The said Deposit Amount shall be refunded by the Owners to the Developer upon completion of construction of the project or as may be mutually agreed between them.
- 11.2 The Transferees shall pay to or deposit with the Developer the extras and deposits mentioned in the Third Schedule hereunder written for their respective Units.

## 12. DEALING WITH SPACES IN THE NEW BUILDINGS:



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- 12.1 All the Units/Saleable Spaces in the New Buildings shall be marketed by the (1) Developer, and/or (2) marketing agencies to be appointed by the Developer.
- 12.2 In marketing the said Project, the names and logos of the Developer shall feature in all marketing materials and the Developer shall be entitled to market and advertise its brand name for the Project of development of the said Lands. The name of the said Project shall be decided by the Developer.
- 12.3 The Developer and Owners shall execute and present for registration before the appropriate registering authorities Deeds of Conveyance or other documents for sale and transfer of the Units/ Saleable Spaces in favour of the intending transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending transferees.
- 12.4 The Transferees shall be liable to pay the Common Expenses regularly, punctually and periodically.

### 13. MUNICIPAL TAXES AND OUTGOINGS:

- 13.1 All rents, rates, taxes, cess, land revenue/khajana, electricity dues, panchayet/municipal taxes, water taxes and all other outgoings in respect of the said land (collectively Rates & Taxes) for the period upto to the date of this Agreement shall be borne, paid and discharged by the Owners.
- 13.2 From the date of this Agreement, the Developer shall pay the Rates & Taxes in respect of the said Land till such time the New Building(s) is/are completed, after which, the Transferees shall become liable and responsible for payment of the Rates & Taxes proportionately.

## 14. POST COMPLETION MAINTENANCE:

- On and from the date of expiry of the Notice for Possession and after obtaining letter or certificate of completion from the Architect, the Owners and Developer 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 and other statutory taxes of unsold Units /Spaces in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 14.2 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax and other statutory obligations for their tunsold respective allocations to the concerned authorities/ Association 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.
- 14.3 The Developer on its own or through an agency (Maintenance Agency) shall be responsible for the management, maintenance and administration of the New Buildings in the Project until the time the Association is caused to be formed for the aforesaid purpose. The parties herein and their respective transferees shall abide by all the rules and regulations to be framed for the management of the affairs of the New Buildings in the Project.
- 14.4 The Developer or the Maintenance Agency or the Association upon its formation shall manage and maintain the Common Areas, Facilities and Amenities of the New Buildings in the Project and shall collect the costs and service charge thereof (Maintenance Charges). It is clarified that the Maintenance Charges shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges 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.
- 14.5 The Owners shall cooperate with the Developer fully and shall also sign all documents and papers necessary for the purpose of formation of the Association as per the relevant law. All the owners of Units/Saleable Spaces in the New Buildings at the said Lands shall be required to become member of such Association and shall pay their respective share of maintenance charges at the rate as may be fixed by the Association.

#### 15. COMMON RESTRICTIONS:

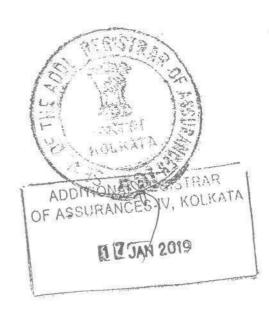
- 15.1 The Project shall be subject to the restrictions intended for common benefit of all occupiers of the New Buildings as are framed by the Developer.
- 15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings in the said Project shall permit the Developer, the Maintenance Agency and/or the Association upon its formation, with or without workmen, at all reasonable time, to enter into their occupied units and spaces.
- 15.3 It is agreed between the parties that the Developer and/or the Association upon its formation shall frame a scheme for the management and administration of the New Buildings in the Project and all the occupiers of the building shall perpetually in succession, abide by all such rules and regulations framed.

#### 16. INDEMNITY:

- 16.1 The Developer shall remain fully responsible and shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees in the quality and workmanship of construction work or violation of any permission, rules regulations or bye-laws or arising out of any accident, mishap or otherwise.
- 16.2 The Owners shall remain fully responsible and shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) suffered by the Developer due to any defect in the title of the Owners or any claim from any persons in respect of the said Lands or any of its representations and the warranties being incorrect or due to default or breach or non-observance of any of the obligations of the Owners under this Agreement.

#### 17. MISCELLANEOUS:

- 17.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 17.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 17.3 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.



- 17.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 17.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings in the Project 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 the Owners relating to which specific provisions may not have been mentioned herein. The 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 the Owners also undertake to sign and execute all additional applications and other documents.
- 17.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Share and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Share. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Share or any part thereof 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' Share.
- 17.8 The Developer shall be entitled to use the signage and display spaces in the exterior of the said New Buildings and/or in the common areas including the roofs, car parking spaces, open areas, boundary walls etc. to display, exhibit and promote the brands of the Developer.
- 17.10 It has been agreed between the parties that they shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the statutory authorities concerned from time to time for the project.
- 17.11 It has been agreed by and between the parties that in future, if any additional lands that are adjacent and/or connected to or abutting the said Land is purchased by the Owners and/or the Developer, such additional lands, if deemed technically viable, commercially feasible and practically workable by the Developer, shall be included in the scheme for development and shall form part of the project agreed to be undertaken by the Developer under the same terms and conditions as contained herein.
- 17.12 It has been agreed by and between the parties that in future, if any additional lands that are adjacent and/or connected to or abutting the said Land is available for purchase or offered for development by any third parties, then such additional lands, if deemed technically viable, commercially feasible and practically workable by the Developer, shall be included in the scheme for development and shall form part of the project agreed to be undertaken by the Developer under the terms and conditions as may be agreed or decided by the Developer, and the Owners shall not have objection in this regard.

#### 18. FORCE MAJEURE:

18.1 Force Majeure shall mean and include any event preventing either Party from performing any or all of its obligations under this agreement, 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, 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 omissions (including failure to grant any necessary permissions 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 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. Neither the Owners 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 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors 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 supercedes 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 the parties hereto.

#### 21. NOTICE:

- 21.1 Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgement due at the addresses of the parties mentioned herein, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4th day of handing over the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.
- 21.2 In the event of breach of the terms and conditions of this agreement by any of the parties herein, the other party, shall issue a notice to the party committing such breach and require that to care and remedy such breach within a period of fifteen (15) days from the receipt of such notice.
- 21.3 A party shall give the written notice to the other parties in the manner set forth above regarding any change in its address.

## 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.

### 23. COUNTERPARTS:



This Agreement has been executed in two originals or counterparts, each in the like form and all of which shall constitute one and the same document.

#### 24. WAIVER:

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party. Any delay, tolerance or indulgence shown by either party hereto in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the other party by such party in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by other party shall not in any manner prejudice the rights herein mentioned of such party.

#### 25. SEVERABILITY:

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

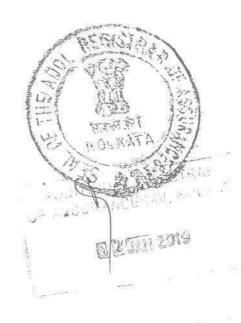
#### 26. ARBITRATION:

All disputes and differences between the parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents shall be referred to arbitration before the sole arbitrator namely Harsh Vardhan Patodia, son of Sri Gopal Prasad Patodia, residing at 5F/2 New Road, Alipore, Kolkata – 700 027 and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force. The sole Arbitrator shall have summary powers and shall be entitled to lay down his own procedure. The sole arbitrator shall be further entitled to pass interim award/ directions. The parties hereto agree to abide by all directions and/or award of the sole arbitrator. The place of arbitration shall be Kolkata.

## THE FIRST SCHEDULE ABOVE REFERRED TO: (SAID LANDS)

ALL THAT the piece and parcel of land containing an area of 70.5567 decimals, to be a little more or less, together with asbestos shed structure lying thereupon having an aggregated covered area of 730 sq. ft., appertaining to L.R. Khatian No. 8495, 8496, 8497, 8499, 8500 and 8505, being Municipal Holding No. RGM 5/3 Block - I; at Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality) comprised in:

R.S./ L.R Dag No.	Total Area in Dag (decimal)	L.R. Khatian No.	Area (decimal)	Nature of Land
	62	8495	12	Bastu
		8500	2	
3508		8496	12	
		8497	12	
		8499	12	
3507	59	8500	3.3056	Bastu
3506	61	8505	12	Bastu
2/2/0/0		8500	5.2511	
		Total	70.5567	



The said Lands are butted and bounded by as follows:On the North: R.S./L.R. Dag No. 3533(P), 3534, 3336;

On the East: R.S./L.R. Dag No. 3509, 3510(P); On the South: R.S./ L.R. Dag No. 3510, 3505;

On the West: R.S./L.R. Dag No. 3337, 3338, 3340(P).

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

## THE SECOND SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

- Repairing rebuilding repainting improving or other treatments as are necessary for keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof
- Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner of all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
- Keeping the gardens and grounds of the property generally in a neat and tidy/ clean and
  pollution free condition and tending and renewing all lawns flowers beds shrubs trees forming
  part thereof as necessary and maintaining repairing and where necessary reinstating any
  boundary wall hedge or fence.
- Keeping the private road in good repaired and clean and tidy condition and edged where necessary and clearing the private road when necessary.
- Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
- Paying such workers as may be necessary in connection with the upkeep of the complex.
- Insuring any risks of damages to the common facilities.
- Cleaning as one necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
- Cleaning as necessary of the areas forming parts of the complex.
- Operating-maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
- Maintaining and operating the lifts.
- Providing and arranging for the daily emptying of receptacles/ garbage bins for rubbish.
- Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- 14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- 15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
- 16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to



- the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit
- 18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
- 19. Administering the management of the staff employed by the Association and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
- 21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
- 22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Units and shall only be applied in accordance with the decision of the Association.
- The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

## THE THIRD SCHEDULE ABOVE REFERRED TO: (DEPOSITS/EXTRA CHARGES/TAXES)

- Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club Development, Club Membership charges etc.
- Infrastructure Charges: charges towards sanction or development of any infrastructure (internal
  or external) for the project by the Developer or any Statutory Authority.
- Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied.
- Sinking Fund
- Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Costs, expenses and charges for Standby Generator for the Unit
- Costs and charges towards Formation of Association

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- Rates & Taxes: deposits towards Panchayat/Municipal rates and taxes, etc.
- Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body.
- Electricity Meter / Connection: Deposits, costs, expenses and all other charges of the supply agency for providing electricity meter and/or connection to the Said Complex.
- Internal Layout Change: any change made in the internal layout, design etc. of the Units/Saleable Spaces comprised in the Owner's Allocation and/or upgradation of fixtures and fittings.
- Any other Charges levied to other Transferees (except PLC and Floor Height for the Owner's Allocation).

## THE FOURTH SCHEDULE ABOVE REFERRED TO: (SPECIFICATIONS)

FLOORING – Vitrified tiles in drawing, dining.
BEDROOMS FLOORING – Ceramic / Vitrified tiles.
TOILETS AND KITCHEN - Ceramic tiles.
GROUND FLOOR LOBBY – Marble / vitrified tiles / granite / paint.
STAIRCASE – Kota / Black stone / Tiles
DOORS - Decorative main door, others painted flush doors.
WINDOWS - Aluminium sliding windows.



BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and CP fittings of reputed

KITCHEN - Granite counter top with stainless steel sink. Ceramic tiles upto 2 feet above kitchen platform.

ELECTRICAL - Concealed copper wiring. Semi modular switches of reputed brands. LIFTS - Automatic Lifts.

#### THE FIFTH SCHEDULE ABOVE REFERRED TO: (TITLE DEEDS)

1. Indenture of Conveyance dated the 18th day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Lalam Plaza Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 1389 to 1404 Being No. 13432 for the year 2012.

2. Indenture of Conveyance dated the 18th day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Ajanya Construction Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages

2547 to 2562 Being No. 13485 for the year 2012.

3. Indenture of Conveyance dated the 18th day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Ajanya Enclave Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 3137 to 3151 Being No. 13513 for the year 2012.

4. Indenture of Conveyance dated the 18th day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Darshil Heights Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. 1, CD Volume No. 19 Pages 3010

to 3025 Being No. 13505 for the year 2012.

5. Indenture of Conveyance dated the 18th day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Trijal Enclave Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 3121 to 3136 Being No. 13512 for the year 2012.

6. Indenture of Conveyance dated the 18th day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Ample Villa Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 2501

to 2515 Being No. 13482 for the year 2012.

7.

### THE SIXTH SCHEDULE ABOVE REFERRED TO:

SL. NO.	NAME	AMOUNT (RS.)
1	LALAM PLAZA PRIVATE LIMITED	2,00,000/-
2	AJANYA CONSTRUCTION PRIVATE LIMITED	2,00,000/-
3	AJANYA ENCLAVE PRIVATE LIMITED	2,00,000/-
4	TRIJAL ENCLAVE PRIVATE LIMITED	2,00,000/-
5	AMPLE VILLA PRIVATE LIMITED	2,00,000/-
6	DARSHIL HEIGHTS PRIVATE LIMITED	83,250/-
	TOTAL	10,83,250/-



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

SIGNED SEALED AND DELIVERED by the withinnamed OWNERS at Kolkata in the presence of:

1) Swapan Manna 204 AJC Bose Kond

Descapal fhumbola 204 Ajc Bose Pond 204 Ajc Bose Pond

LALAM PLAZA PVT. LTD. Amit Kumar Saha Director / Authorised Signatory

AJANYA CONSTRUCTION PRIVATE LIMITED Amil Komar Lake

Director/Authorised Signatory

AJANYA ENCLAYE PRIVATE LIMITED Amit Kumer Saha

Director/Authorised Signatory

AMPLE VILLA PVT. LTD. Milio Nandi

Director / Authorised Signatory

For Trijal Enclave Pvt. Ldd mille Noodi

Authorised Signatory,

DARSHIL HEIGHTS PVT. LTD. With North

Director / Authorised Signatory

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

1 Gopal flow water

Droft-2 by: -S. Mitra, Advocate High Court Calcutta WB/340/06



## SPECIMEN FORM FOR TEN FINGERPRINTS

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	eha					
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			(Right Hand)			
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		Thumb	Fore	Middle	Ring	Little
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अरायकर विभाग INCOME TAX DEPARTMENT LALAM PLAZA PRIVATE LI भारत सरकार GOVT. OF INDIA

07/02/2012

Parmanent Account Number

AACCL1841K

LALAM PLAZA PVT. LTD.

Amit Kumar Saka Director / Authorised Signatory

, आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA



09/02/2012

Permanent Account Number

AAKCA2525K

AJANYA CONSTRUCTION PRIVATE LIMITED

Director/Authorised Signatory

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

AJANYA ENGLAVE PRIVATE LIMITED

04/02/2012

Permanent Account Number

AAKC**A2273**N

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AJANYA ENCLAYE PRIVATE LIMITED

Arnit Kumar Saha Director/Authorised Signatory

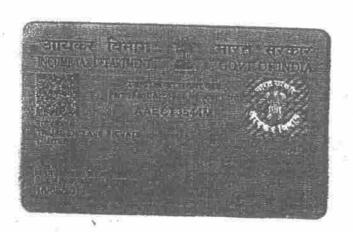




AMPLE VILLA PVT. LTD.

Militar Name dia

Director / Authorised Signatory



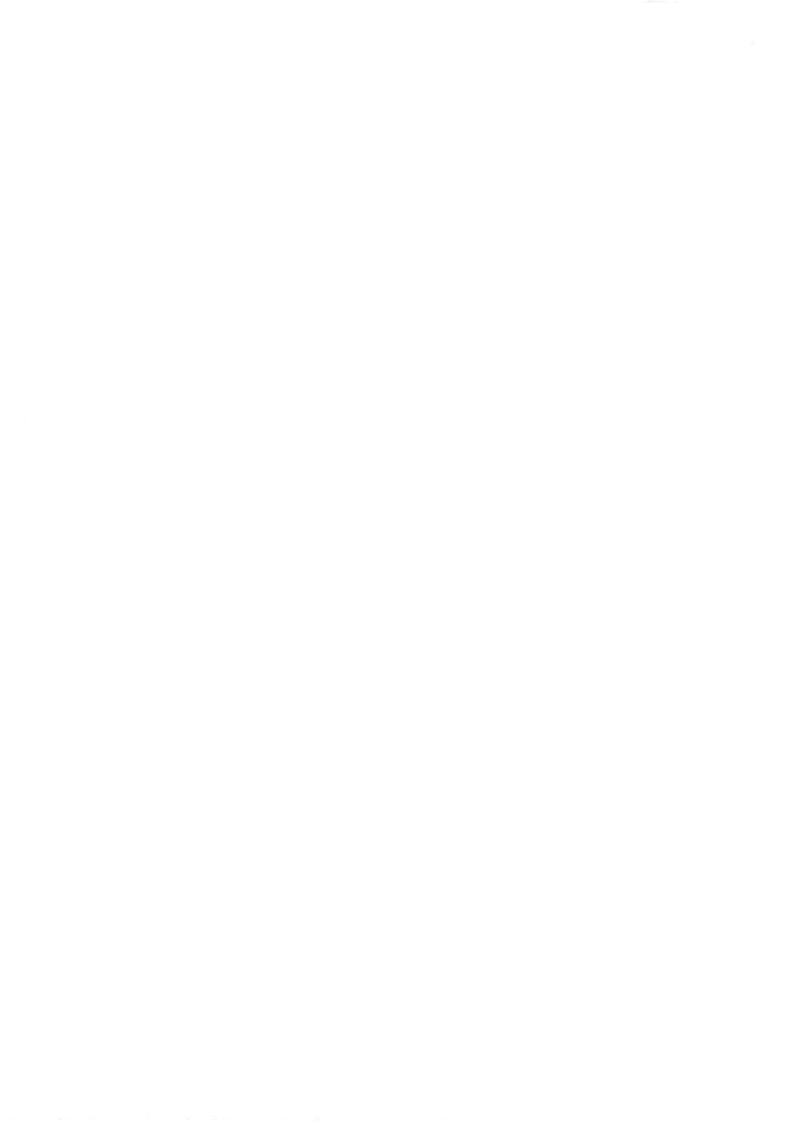
For Trijal Enclave Pvt. Ltd Milhir Non di Authorised Signatory.

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DARSHIL HEIGHTS PVT. LTD.

MI MY Negrotor/Authorised Signalory



आयकर विभाग INCOMETAX DEPARTMENT HBR PROJECTS LLP



भारत सरकार GOVT. OF INDIA

26/11/2012

Permanent Account Number

AAHFH0833R

VC+0+

HBR PROJECTS LLP

Designeted Partner/Authorised Signatory

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA



स्थायी सीखा संख्या कार्ड Permanent Account Number Card

DCRPS9448N

THI Name AMIT KUMAR SAHA

पिता का नाम्। Father's Name AJIT KUMAR SAHA

बन्म की कारीस / Data of Birth: 15/03/1983 States & Signature



Amit Kumar Saha

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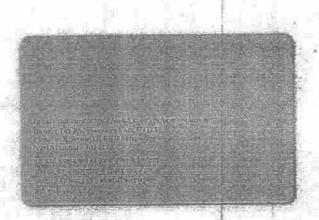
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wint from from /PERMANENT ACCOUNT NUMBER





BIN NAME AMIT AGARWAL

FATHER'S NAME RAJENDRA PRASAD AGARWAL

जन्म विभि /DATE OF BIATH 05-05-1978

SAUTANDIES FRIENS

Amit Byarend

आयकर आयुक्त, प्रज्ञं,-11 COMMISSIONER OF INCOME-TAX, W.B. - II





# Major mornanth of the Deep

1-1904-00494/2040	The first section of		
	Office where deed is registered		
	A.R.A IV KOLKATA, District Kolkata		
207 A J C BOSE ROAD These	662 B. A.		
1 200030893	- Todycholalitidill		
Agrament	Additional Transaction		
regreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Othe than Immovable Property, Receipt [Rs : 10,83,250/-]		
	Market Value  Rs. 3,22,90,136/-  Registration Fee Paid  Rs. 10,937/- (Article:E, E, B, M(a), M(b), I)  ne applicant for issuing the assement slip (Urban area)		
	1-1904-00494/2019 1904-0001860981/2018 10/12/2018 1:01:50 PM Amit Agarwal 207 A J C BOSE ROAD, Thana 700017, Mobile No.: 983630995		

District: North 24 Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Beraberi(East)(Gopalpur), Mouza: Gopalpur, Holding No:RGM 5/3 Pin Code: 700052

Sch No	Number	Khatian Number	Land Proposed	935	Area of Land	SetForth	Marient	
1.1	LR-3508	LR-8495	Bastu			Value (In Rs.)	Value (In Rs.)	Other Details
		3.5	Dasta	Bastu	30 Dec 1/- 2,	2,28,82,402/-	Property 's on	
12	LR-3507	LR-8500	Bastu	Bastu			Road Adia	Road Adjacent to Metal Road,
			.7 235	Dagta	3.3056 Dec	1/-	15,12,802/-	Property is on
L.3	LR-3506	LR-61	Bastu	Bastu	17.2511 Dec			Road Adjacent to Metal Road,
				17.2511 Dec	1/-	78,94,932/-	- Property is on	
	Y CLAHELIS STORY	TOTAL:		-	70			Road Adjacent to Metal Road,
	Grand	Total:			70.5567Dec	4.70	322,90,136 /-	7.40 114290,
-0,0					70.5567Dec	3 /-	322,90,136 /-	

### Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	LALAM PLAZA PRIVATE LIMITED 52/1, P.O:- SHAKESPEARE SARANI, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - Representative  A.IANYA CONSTRUCTION
2	AJANYA CONSTRUCTION PRIVATE LIMITED  52/1, P.O:- SHAKESPEARE SARANI, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, PAN No.:: AAKCA2525K, Status: Organization, Executed by: Representative, Executed by:

Major Information of the Deed :- I-1904-00494/2019-17/01/2019

THE REPORT OF THE PROPERTY OF THE STATE OF STREET PROPERTY OF THE PROPERTY OF

TRIJAL ENCLAVE PRIVATE LIMITED

46/2 BT ROAD, P.O.- BT ROAD, P.S.- Cossipur, Barrackpore, District.-North 24-Parganas, West Bengal, India.

PIN - 700002, PAN No.:: AAECT3544M, Status :Organization, Executed by: Representative, Executed by:

AMPLE VILLA PRIVATE LIMITED

46/2 BT RD, P.O:- SOUTH SINTHI, P.S:- Sinthi, North Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700002, PAN No.:: AAKCA9699L, Status:Organization, Executed by: Representative

6 DARSHIL HEIGHTS PRIVATE LIMITED
84/A, Chittaranjan Avenue, P.O.- B T ROAD, P.S.- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN 700012 . PAN No.:: AAECD4004G, Status: Organization, Executed by: Representative, Executed by:

#### Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	HBR PROJECTS LLP 207, A. J. C. Bose Road, P.O:- Shakespeare Sarani, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017, PAN No.:: AAHFH0833P, Status :Organization, Executed by: Representative

#### Representative Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	DECCHINA DI
	Mr AMIT KUMAR SAHA (Presentant) Son of Mr AJIT KUMAR SAHA Date of Execution - 17/01/2019, Admitted by: Self, Date of Admission: 17/01/2019, Place of Admission of Execution: Office		ringer Print	Signature  Signature
	Flat No: NORTH DUM DUM, N	Jan 17 2019 3:49PM VANISAHA SARA	17/01/2019	17/01/2019
		CRPS9448N Sta	tus : Representa	17/01/2019 A, P.S:- Nimta, Dum Dum, District:-North Caste: Hindu, Occupation: Service, ative, Representative of : LALAM PLAZE N PRIVATE LIMITED (as DIRECTOR).
2	Name		ECTOR)	NAMES AND ADDRESS OF THE OWNER, T
- D	Mr Mihir Nandi Son of Mr Raj Mohan Nandi Date of Execution - 17/01/2019, , Admitted by: Self, Date of Admission: 17/01/2019, Place of		ST.	Signature William Morrill

LTI 17/01/2019

17/01/2019

ATTENNESS OF THE STORY OF THE S

Major Information of the Deed :- I-1904-00494/2019-17/01/2019

Admission of Execution: Office

Jan 17 2019 3:51PM

Status Representative Representative of TRIJAL ENCLAVE PRIVATE LIMITED (as authorised LIMITED (as authorised signatory), DARSHIL HEIGHTS PRIVATE

Name	Photo	Circum Programme	
Mr Amit Agarwal Son of Mr Rajendra Prasad		Finger Print	Signature
Agarwal Date of Execution - 17/01/2019, , Admitted by: Self, Date of Admission: 17/01/2019, Place of Admission of Execution: Office	Annual An		Amit Agence
105D Bidhannagar Road, P.O India, PIN - 700027, Sex: Male	Jan 17 2019 3:50PM	LTI 17/01/2019	17/01/2819

105D Bidhannagar Road, P.O:- Ultadanga, P.S:- Ultadanga, District:-North 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACJPA3527B Status: Representative, Representative of: HBR PROJECTS LLP (as authorised

Mr Swapan Manna	Name & address
on of Pratap Chandra Manna	
	P.O:- BELGACHIA, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr AMIT KUMAR SAHA

Major Information of the Deed :- I-1904-00494/2019-17/01/2019

J. C	From	For company with the same of the control of the con
- ^11		To, with area (Name-Area)
	TALAM PLAZA PRIVATE LIMITED	HBR PROJECTS LLP-8 33333 Dec
	AJANYA CONSTRUCTION PRIVATE LIMITED	HBR PROJECTS LLP-8.33333 Dec
3	AJANYA ENCLAVE PRIVATE LIMITED	HBR PROJECTS LLP-8.33333 Dec
4	TRIJAL ENCLAVE PRIVATE LIMITED	HBR PROJECTS LLP-8.33333 Dec
5	AMPLE VILLA PRIVATE LIMITED	HBR PROJECTS LLP-8.33333 Dec
6	DARSHIL HEIGHTS PRIVATE LIMITED	HBR PROJECTS LLP-8.33333 Dec
Trans	fer of property for L2	
SI.No	From	TE 12000
1	LALAM PLAZA PRIVATE LIMITED	To. with area (Name-Area)  HBR PROJECTS LLP-0.550933 Dec
2	AJANYA CONSTRUCTION PRIVATE LIMITED	HBR PROJECTS LLP-0.550933 Dec
3	AJANYA ENCLAVE PRIVATE LIMITED	HBR PROJECTS LLP-0.550933 Dec
4	TRIJAL ENCLAVE PRIVATE LIMITED	HBR PROJECTS LLP-0.550933 Dec
b	AMPLE VILLA PRIVATE LIMITED	HBR PROJECTS LLP-0.550933 Dec
65	DARSHIL HEIGHTS PRIVATE LIMITED	HBR PROJECTS LLP-0.550933 Dec
Transi	fer of property for L3	
SI.No	From	7-1 10
1	LALAM PLAZA PRIVATE	To. with area (Name-Area)
	LIMITED	HBR PROJECTS LLP-2.87518 Dec
5	AJANYA CONSTRUCTION PRIVATE LIMITED	HBR PROJECTS LLP-2.87518 Dec
3	AJANYA ENCLAVE PRIVATE LIMITED	HBR PROJECTS LLP-2.87518 Dec
1	TRIJAL ENCLAVE PRIVATE LIMITED	HBR PROJECTS LLP-2.87518 Dec
5	AMPLE VILLA PRIVATE LIMITED	HBR PROJECTS LLP-2.87518 Dec
5	DARSHIL HEIGHTS PRIVATE LIMITED	HBR PROJECTS LLP-2.87518 Dec

Major Information of the Deed :- I-1904-00494/2019-17/01/2019

sais as per Land Record

from 4 Paryanas, P.S. Airport, Municipality BIDHANNAGAR MUNICIPALITY CORPORATION, Road sermenti ast (Gopalpur), Mouza, Gopalpur, Holding No.RGM 5/3 Pin Code : 700052

ch Vo	Plot & Khatian Number	ur, Holding No.RGM 5/3 Pin Code : 70005 Details Of Land	Owner name in English
1.0	LR Plot No:- 3508(Corresponding RS Plot No: 3508), LR Khatian No:- 8495	Owner Lalam Plaza Pvt Ltd, Gurdian:52/1, Shakespeare Saran, Address PS-Beniapukur Kol-17, Classification বাস্ত্ৰ, Area:0.12000000 Acre,	LALAM PLAZA PRIVATE  LALAM PLAZA PRIVATE  LIMITED  LALAM PLAZA PRIVATE  LIMITED
2	LR Plot No:- 3507(Corresponding RS Plot No:- 3507), LR Khatian No:- 8500	Owner:Darshil Heights Pvt Ltd, Gurdian:84/A, CR Avenu, Address:1st Floor PS-Bowbazar Kol-12, Classification 제공, Area:0.03000000	
3	LR Plot No:- 3506(Corresponding RS Plot No:- 3506), LR Khatian No:- 61	Acre,	Seller is not the recorded Owner as per Applicant.

# Endorsement For Deed Number ; I - 190400494 / 2019

On 10-12-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

Tridip Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

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

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

Presented for registration at 15:32 hrs on 17-01-2019, at the Office of the A.R.A. - IV KOLKATA by Mr AMIT KUMAR

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

Execution is admitted on 17-01-2019 by Mr Mihir Nandi, authorised signatory, TRIJAL ENCLAVE PRIVATE LIMITED (Private Limited Company), 46/2 BT ROAD, P.O.- B T ROAD, P.S:- Cossipur, Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN - 700002; authorised signatory, AMPLE VILLA PRIVATE LIMITED (Private Limited Company). 46/2 BT RD, P.O.- SOUTH SINTHI, P.S.- Sinthi, North Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700002; authorised signatory, DARSHIL HEIGHTS PRIVATE LIMITED (Private Limited Company), 84/A, Chittaranjan Avenue, P.O:- B T ROAD, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700012

Indetified by Mr Swapan Manna, , , Son of Pratap Chandra Manna, 21/H/86, RAJA MANINDRA ROAD, P.O. BELGACHIA, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by

Major Information of the Deed :- I-1984-00494/2019-17/01/2019

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indefined by Mr Swapan Manna, ... Son of Pratap Chandra Manna, 21/H/86, RAJA MANINDRA ROAD, P.O. BIT GACHIA, Thana Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by

execution is admitted on 17-01-2019 by Mr AMIT KUMAR SAHA, DIRECTOR, LALAM PLAZA PRIVATE LIMITED (Private Limited Company), 52/1, P.O.- SHAKESPEARE SARANI, P.S.- Beniapukur, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700017; DIRECTOR, AJANYA CONSTRUCTION PRIVATE LIMITED (Private Limited Company). 52/1, P.O:- SHAKESPEARE SARANI, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; DIRECTOR, AJANYA ENCLAVE PRIVATE LIMITED (Private Limited Company), 52/1, P.O.- SHAKESPEARE SARANI, P.S.- Beniapukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr Swapan Manna, , , Son of Pratap Chandra Manna, 21/H/86, RAJA MANINDRA ROAD, P.O. BELGACHIA, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,937/- ( B = Rs 10,832/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,937/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/12/2018 6:01PM with Govt. Ref. No: 192018190322770981 on 28-12-2018, Amount Rs: 10,937/-, Bank: ICICI Bank ( ICIC00000006), Ref. No. 1607116791 on 28-12-2018, Head of Account 0030-03-104-001-16

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 65251, Amount: Rs.100/-, Date of Purchase: 16/01/2019, Vendor name: S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/12/2018 6:01PM with Govt. Ref. No: 192018190322770981 on 28-12-2018, Amount Rs: 74,921/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1607116791 on 28-12-2018, Head of Account 0030-02-103-003-02

Tridip Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA Kolkata, West Bengal

Major Information of the Deed :- I-1904-00494/2019-17/01/2019

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registered in Book - I

olume number 1904-2019, Page from 39305 to 39344 eing No 190400494 for the year 2019.



Digitally signed by TRIDIP MISRA Date: 2019.01.24 12:26:05 +05:30 Reason: Digital Signing of Deed.

- Olym

ridip Misra) 24-01-2019 12:25:59
DDITIONAL REGISTRAR OF ASSURANCE
FFICE OF THE A.R.A. - IV KOLKATA
lest Bengal.

(This document is digitally signed.)

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