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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

[Signature]
 District Sub-Registrar
 Howrah

08 MAR 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 19th day of
 January 2018

BETWEEN

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[Faint handwritten notes and stamps]

Sl. No. 112530 Sold to..... C. P. Kakarania

Address..... 10 O.P.O. Street Kolkata

A. K. Maity

Licensed Stamp Vendor

10, Old Post Office Street

Kolkata - 700001

Rs. 100/- (Rupees One Hundred) only

Issue Date:....., Sign.....

19 JAN 2018



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SHAKUNTALA INFRA TECH LLP
Sanjay Lakhotia
Designated Partner

District Sub-Registrar
Howrah



338

For VAC REALTY LLP
Amicus Ltd
Designated Partner

19 JAN 2018

SRI RAAJ BARDHAN JAYASWAL, (PAN – ACYPJ2463N) son of Late Samar Singh Jayaswal, by Religion Hindu. By occupation- Business, residing at No.74/1, Sheikh Para Lane, Police Station Shibpur, District – Howrah-711 102, hereinafter referred to as the "**OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** :

AND

M/S. SHAKUNTALA INFRATECH LLP, (PAN– ACUFS7190R) having its registered office at Room No.16A/2, 16th Floor, Everest House, 46C, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700 071, represented by one of its Partners namely **MR. SANJEET LAKHOTIA**, (PAN – AJPPL1858B) son of Sri Nand Kishore Lakhotia, by Religion Hindu by Occupation Business, residing at 493/C/A, G.T. Road (South), Police Station Shibpur, District Howrah-711102, hereinafter referred to as the **DEVELOPER No.1** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included the said L.L. Partnership firm, the said partners, their respective heirs, executors, administrators, legal representatives and assigns and successor, successors-in-office and assigns respectively).

VAC REALTY LLP, Holding PAN: AAMFV8262H, having its registered Office at 23A, Netaji Subhas Road, 2nd Floor, Room No.8, Kolkata-700001, represented by its three Partners viz. **MR. AMARJIT BANTHIA**, Son of Late Bhikam Chand Bantia, Holding PAN:ADKPB5333L, hereinafter referred to as **the DEVELOPER No.2** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included the said L.L. Partnership firm, the said partners, their respective heirs, executors, administrators, legal representatives and assigns and successor, successors-in-office and assigns respectively)

DEVELOPER No.1 and DEVELOPER No.2 hereinafter jointly collectively referred to as the **DEVELOPER of the OTHER PART** and the Owner and the

Developer, are hereinafter, individually referred to as "Party" collectively referred to as "Parties."

WHEREAS:

- A. Originally the property situated at Mouza- Podrah, J.L. No.38, R.S. Dag No.412,552 corresponding to L.R. Dag No.580 and 697 respectively under R.S. Khatian No.203 and 115 corresponding to L.R. Khatian No.3742, Hal Khatian No.5692, measuring 97 Sataks/Decimals Sali Land be the same a little more or less (in Dag No.580) and 20 Sataks/Dedimals Bastu Land be the same a little more or less (in Dag No.697) in total 117 Satak/Decimal be the same little more or less of the property belonged to one Bhupal Krishna Dutta son of Rebatl Raman Dutta who on 18th February, 1963 transferred his right, title, interest and possession of the aforesaid property in favour of Gobardhan Jayaswal by executing and registering a deed of sale for a valuable consideration which was registered in the office of District Sub-registrar at Howrah and recorded in Book No.I, Volume No.15, Pages - 220 to 229, Being No.576 for the year 1963.
- B. The said Gobardhan Jayaswal during his life time executed his last will and Testament on 15th February, 1971 whereby and whereunder he bequeathed all his properties including the property mentioned in the First Schedule hereunder written in favour of his son Samar Singh Jayaswal and in the said last Will and Testament the said Gobardhan Jayaswal appointed his son Sri Samar Singh Jayaswal as an executor of the said last Will and Testament.
- C. The said Gobardhan Jayaswal died intestate on 23rd August, 1973 and after the death of the said Gobardhan Jayaswal, his son Samar Singh Jayaswal, the Executor to the said last Will and Testament dated 15th February, 1971, applied in the Court of the Learned District Delegate at Alipore for grant of probate of the said last Will and Testament dated 15th February, 1971 made and published by the said Gobardhan Jayaswal which was marked as Act. 39 Case No.327 of 2005 and the Learned District Delegate at Alipore on 28th July, 2006 granted

probate of the said last Will and Testament dated 15th February, 1971 of the said Gobardhan Jayaswal.

- D. In the premises, by virtue of the grant of probate of the said last Will and Testament dated 15th February, 1971 of the said Gobardhan Jayaswal, The said Samar Singh Jayaswal became absolute owner and was seized and possessed of and sufficiently entitled to the aforesaid properties including the properties mentioned in the First Schedule hereunder written and applied to the Settlement Office at Howrah for mutation and got his name mutated and also got a separate L.R. Khatian Number being 3742 in respect of Podrah Howrah Property and paid the Khazna to the Local Thana Makua Gram Panchayat and Settlement Office.
- E. While being in the possession of the said property, the said Samar Singh Jayaswal by a registered deed of Gift dated 28th April, 2014 made between Samar Singh Jayaswal, described therein as the Donor of the One Part and Sri Raaj Bardhan Jayaswal, described therein as the Donee of the Other Part, the Donor therein in consideration of love and affection towards his younger son the Donee therein, gifted, transferred and conveyed the aforesaid property to the Donee therein absolutely and forever which was registered in the office of D.S.R. Howrah and recorded in Book No.1, Volume No.24, Pages from 703 to 720 Being No.7179 for the year 2014.
- F. By virtue of the aforesaid registered deed of Gift, the said Sri Raaj Bardhan Jayaswal became the absolute owner of ALL THAT piece and parcel of Sali Land measuring 97 Decimals be the same a little more or less comprised in R.S. Dag No.412 corresponding to - L.R. Dag No.580; R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No.5692 situated within the Mouja-Podrah, J.L. No.48 under Police Station Sankrail, District- Howrah under the Thanamakua Gram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Ranihati more particularly described in the First Schedule hereunder written hereinafter referred to as the "said property" free from all encumbrances, liens, lis pendens, charges,

mortgages, acquisitions, requisitions whatsoever and howsoever and is in Khas possession of the said property and is enjoying the same without any obstructions, interferences whatsoever and howsoever, Present owner also mutated his name before the office of B.L. & L.R.O. and after mutation he got separate Khatian being No.5792.

- G. The owner herein decided to develop the said property and having come to know the desire of the Owner, the Developer No.1 herein accepted the proposal of the owner for development of the said property.
- H. The Owner and Developer No.1 had mutually agreed to develop the said property in accordance with Plan sanctioned from Howrah Zilla Parishad and entered into a Registered Agreement on 6th February,2015 and the said Deed was registered at the Office of D.S.R. Howrah, and recorded in Book No.1, CD Volume No.6, Pages 2223 to 2261, Being No.1252 for the year 2015, hereinafter called and referred as the "**ORIGINAL DEVELOPMENT AGREEMENT**" under certain terms and conditions mentioned therein.

AND WHEREAS Developer No.1 has converted the classification of the said Land from Sali to Housing Complex, from the office of B.L. & L. R.O. Sankrail, Howrah and paid the earth filling charges to the Government of West Bengal, also prepared the Plan for construction, paid the upto date Khazana to Government of West Bengal, made soil testing, brought electricity connection, decided not to develop the said property alone and with the consent and concurrence of the Owner invited Developer No.2 to join with it to develop the said property. And Parties herein decided to cancel the above mentioned Registered Development Agreement dated 6th February,2015, and Registered Power of Attorney executed by the Owner in favour of the Developer No.1 in connection with the above mentioned Registered Agreement dated 6th February,2015 and to entered into a fresh Registered Development Agreement and Registered Power of Attorney thereof. Accordingly above mentioned Registered Development Agreement dated 6th February,2015, and Registered Power of Attorney dated 6th February,2015, has been cancelled on 25th January,2016 by executing a

Registered Cancellation Agreement vide Deed No.050102199 for the year 2016 and Cancellation of Power of Attorney vide Deed No.050100205 for the year 2016, both at the Office of D.S.R. Howrah. Thereafter a Registered Development Agreement was executed by and between the Parties herein on 25th January,2016 and the said Deed was registered at the Office of D.S.R. Howrah and recorded in Book No.I, Volume No.0501-2016, Pages from 57180 to 57259, Being No.050102210 for the year 2016 (hereinafter called and referred as the "**SECOND REGISTERED DEVELOPMENT AGREEMENT**"). And also a Registered Power of Attorney was executed by *RAAJ BARDHAN JAYASWAL* in favour of Developer No.1 & Developer No.2 on 31st May,2016 and the said Deed was registered at the Office of D.S.R. Howrah and recorded in Book No.I, Volume No.0501-2016, Pages from 140431 to 140456, Being No.050105534 for the year 2016. After that Parties herein decided to change in the consideration and for that reason decided to cancel the above mentioned Second Registered Development Agreement dated 25th January,2016, and Registered Power of Attorney executed by the Owner in favour of the Developer No.1 & Developer No.2, in connection with the above mentioned Second Registered Development Agreement dated 25th January,2016 and to entered into a fresh Registered Development Agreement and Registered Power of Attorney thereof. Accordingly above mentioned Second Registered Development Agreement dated 25th January,2016 and Registered Power of Attorney dated 31st May,2016, has been cancelled on the self same date by executing a Registered Cancellation Agreement and Cancellation of Power of Attorney.

AND WHEREAS after the cancellation of the Second Registered Development Agreement dated 25th January, 2016, and registered Power Of Attorney dated 31st May, 2016, thereof the Parties executed and got registered the third development agreement on the 21st day of September, 2016, (which was registered in the office of District Sub Registrar Howrah in Book No. 1, Volume No. 0501-2016, pages from 275395 to 275454 being No. 050110907 for the year 2016) for the consideration and on the terms and conditions as contained therein. (the "**THIRD DEVELOPMENT AGREEMENT**")

AND WHEREAS Pursuant to the execution and registration of the Third Development Agreement the Owner granted a development power of attorney jointly to the Developer No. 1 and 2 which was registered in the office of District Sub Registrar Howrah, in Book No. 1 Volume No. 1501-2017, Pages 8814 to 8833 being no. 050100278 for the year 2017.

AND WHEREAS after the execution and registration of the Third Development Agreement and the third power of attorney, as aforesaid, the Parties decided to change the consideration and also to make some other changes in the space allocation of each of the Parties and also in the payment schedule and accordingly for these reasons decided to cancel the Third Development Agreement and the third power of attorney and to enter into a fresh registered development agreement and fresh registered power of attorney thereof. Accordingly the Third Development Agreement dated 21st September, 2016 and the third registered power of attorney dated 17th January, 2017, have been cancelled on the self same date by executing a registered cancellation agreement and cancellation of power of attorney.

It has also been agreed between the Parties that the monetary transaction made during the subsistence of the Original Registered Development Agreement dated 6th February, 2015, Second Registered Development dated 25th January, 2016 and the Third Registered Development Agreement dated 21st September, 2016, will be carried forward to this agreement and will be treated as part of advance money paid to the Owner and to the Developer No. 1 in terms thereof.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

1. **COMMENCEMENT OF THE AGREEMENT:** This agreement shall come into force with immediate effect from the date of execution of this agreement and this agreement shall remain in force unless default is committed by the Owner or the Developer in the manner stated hereinafter.

2. DEFINITION: That in this agreement unless otherwise agreed upon the following expressions will have the following meaning:
- A) ARCHITECT shall mean such Architect/Engineer who being appointed by the Developer No.2 and who will design and plan, prepare modification of plan, alterations of the plan of the building on the said property and obtain the required sanction for construction of such building from the appropriate authority.
 - B) ASSOCIATION shall mean any Association, Syndicate Committee, Limited, Limited company or Registered Society that may be formed together with the Owner, Developer, all the existing purchasers of the flats, car parking spaces, commercial, semi-commercial area and other portions of the building or buildings or complex to be constructed in the said property or nominated by the Owner and the Developer for the common purposes having such Rules and Regulations and Restrictions as be deemed proper and necessary by the Owner, Developer and the intending Purchasers and the intending purchasers but not inconsistent with the provisions and covenants herein contained.
 - C) BUILT UP AREA shall mean in relation to a flat shall mean the covered area of the flat (including the area of bathroom, balconies, etc., appurtenant thereto), in relation to any other constructed area shall mean the covered area of the other constructed area and also the thickness of the walls (external and internal), the columns or pillars therein, provided that if any wall, column or pillar be common between the two flats/ other constructed area then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such flat/ other constructed area.
 - D) SUPER BUILT AREA shall mean that the same shall be computed by adding an agreed fixed percentage of 25% (twenty five percent) to the built up area of the said flat.
 - E) COMMON AREAS INSTALLATIONS AND FACILITIES shall mean and include corridors, stair-ways, passage, ways, pump room, tube-well, over head water tank, underground water reservoir, water pump and motor, lift and other

amenities and facilities of the building or buildings to be constructed on the said property more particularly mentioned in the Fifth Schedule written hereunder.

- F) COMMON EXPENSES shall mean and include all expenses for the maintenance management and upkeep of the property and in particular the common areas installations and facilities and for rendering of common services in common with the Co-Owner after delivery of owner's allocation.
- G) CO-OWNER according to the context shall mean all the persons who purchase or agree to purchase or own Units, residential, commercial, semi commercial areas, car parking spaces or any other portion or portions of the building or buildings to be constructed on the said premises.
- H) COMMON PURPOSES shall mean and include the purposes of managing maintaining and up-keeping the building or buildings to be constructed on the said property and the said property (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- I) 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 PROPERTY.
- J) DEVELOPMENT shall mean all demolition and clearance operations on the Property and all excavation and other construction/reconstruction/renovation work and all associated drainage and infrastructure works for the development of the said property in accordance with the Plan or plans/modification of plan sanctioned for construction of the building or buildings on the said property which also includes the modifications, alterations constructions to be made on the Property as may be mutually agreed by the Owner and the Developer-2.

- K) DEVELOPER No.1 shall mean M/S. SHAKUNTALA INFRATECH LLP, a limited liability Partnership firm registered under the limited liability Partnership Act, 2008, having its registered office at Room No. 16A/2 16th Floor, Everest House, 46C, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700 071, represented by one of its Partners namely (1) MR. SANJEET LAKHOTIA, son of Sri Nand Kishore Lakhotia, by Religion Hindu, by Occupation Business, residing at 493/C/A, G.T. Road (South), Police Station Shibpur, District Howrah-711 102, shall include the said L.L. Partnership firm, the said partners, their respective heirs, executors, administrators, legal representatives and assigns and successor, successors-in-office and assigns respectively.
- L) DEVELOPER No.2 shall mean VAC REALTY LLP, having its registered Office at 23A, Netaji Subhas Road, 2nd Floor, Room No.8, Kolkata-700001, represented by one of its Partners viz. AMARJIT BANTHIA, Son of Late Bhikam Chand Bantia, Holding PAN:ADKPB5333L, shall include said L.L. Partnership firm, the said partners, their respective heirs, executors, administrators, legal representatives and assigns and successor, successors-in-office and assigns respectively.
- M) DEVELOPER shall mean jointly M/S. SHAKUNTALA INFRATECH LLP AND VAC REALTY LLP.
- N) FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid and/or any notice from the corporation or any other statutory body or prohibitory order of Court restraining the construction of the New Buildings at the Premises and/or changes in any Municipal Law or Laws.
- O) LAND/PREMISES shall mean the land and properties more particularly mentioned in the First Schedule hereunder written.

- P) MATERIALS TO BE USED FOR CONSTRUCTION OF THE BUILDINGS shall mean those materials which will be used for construction of the building more particularly mentioned in the Fourth Schedule hereunder written.
- Q) NEW BUILDINGS/COMPLEX shall mean residential and commercial, semi commercial building or buildings to be constructed on the Said Property comprising of different sizes of flats, covered areas, offices, show rooms, commercial, semi-commercial, open as well as covered car parking spaces and other areas to be constructed by the Developer-2. or with such modifications as may be decided by the Developer-2. .
- R) OWNER shall mean SRI RAAJ BARDHAN JAYASWAL son of Late Samar Singh Jayaswal, by faith Hindu, by occupation Business, residing at 74/1, Sheikh Para Lane, Police Station- Shibpur, District-Howrah which include his heirs, executors, administrators, legal representatives and assigns.
- S) PROPERTY shall mean ALL THAT piece and parcel of Housing Complex Land measuring 97 Decimals be the same a little more or less comprised in R.S. Dag No.412 corresponding to L.R. Dag No.580, R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No.5692 situated within the Mouja-Podrah, J.L. No.38 under Police Station- Sankrail, District- Howrah under the Thanamakua Gram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, more particularly described in the First Schedule hereunder written.
- T) PROJECT shall mean the work of development undertaken to be done by the Developer No.2 in pursuance thereof till the development of the said Property be completed and possession of the completed unit is taken over by the Unit Owner subject to the terms and conditions appearing under this agreement.
- U) PLAN shall mean the Plan which the Developer-2 has already caused sanctioned from the Howrah Zilla Parishad for a building to be constructed on the Property

and shall include such modifications, alterations as may be made by the Developer-2.

- V) PROPORTIONATE OR PROPORTIONATELY according to the context shall mean the proportion in which the built-up area of the Units/portions in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis such rates and / or taxes are being respectively levied (i.e. in case the basis of an levy be area rental income of user of the respective units by the Co-Owner respectively).
- W) PARKING SPACE shall mean the spaces meant or earmarked within the said Property of the building as also at the ground level in the open and abutting the said building for parking or motor cars as well as covered car parking space.
- X) PRACTICAL COMPLETION shall mean the completion of the New Buildings and made fit for habitation and certified so by the Architect.
- Y) PROFESSIONAL TEAM shall mean the Architects, Structural Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer No.2 from time to time for the purpose of the Project.
- Z) SANCTIONING AUTHORITY shall mean Howrah Zilla Parishad and shall also including Thanamakua Gram Panchayat and other Concerned Authorities who has the power to recommend, comment approve and/or sanction the plans including modification of plan, rectification of plan or plan.
- AA) SAID SHARE AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO shall mean and include the undivided impartible proportionate share appurtenant to the said flat/unit/commercial/semi-commercial areas and the said car parking space TOGETHER WITH the proportionate benefit and/or share of the plans relating to the said flat/unit/commercial/semi-commercial areas and the

said car parking space and the common portions AND TOGETHER WITH the right to own, use and enjoy, wholly, the said flat/unit/commercial/semi-commercial areas and the said car parking space with limitation and proportionately, the common portions.

BB) TRANSFER WITH ITS GRAMMATICAL VARIATIONS shall mean adopted for effecting what is understood as a transfer of undivided share of land in multi-storied building to Purchaser thereof by execution and registering deed or deeds of conveyance in accordance with the provisions of law in this behalf by the Vendor/Developer in favour of the purchaser on receipt of consideration, and the flat/unit/commercial/semi-commercial areas or space or car parking space transferred to be enjoyed exclusively.

CC) THE OWNER'S ALLOCATION shall mean and include 32% (Thirty Two percent) of Built up Residential area, 32% (Thirty Two per cent) built up commercial area and 32% (Thirty Two per cent) built up semi commercial area, if any, as per Plan sanctioned by Howrah Zilla Parishad including such modifications, alterations as may be made by the Developer-2 on the said Property **TOGETHER WITH** undivided proportionate share or interest in the common areas and facilities to be provided in the buildings as well as complex **TOGETHER WITH** 5 (five) numbers of car parking spaces and without any two wheeler parking spaces and **TOGETHER WITH** 32% (Thirty Two per cent) of share in the roof **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed buildings more particularly mentioned in the **SECOND SCHEDULE** hereunder written.

DD) THE DEVELOPER'S ALLOCATION

- (i) THE DEVELOPER ALLOCATION shall mean and include 68% of Built up Residential area 68% (Seven per cent) built up commercial area, and 68% (Seven percent) built up semi commercial area, if any, as per Plan sanctioned by Howrah Zilla Parishad including such modifications, alterations as may be made by the Developer No.2 on the said Property **TOGETHER WITH** undivided proportionate share or interest in the common areas and facilities to be provided in the buildings as well as complex, **TOGETHER WITH** the open as well as covered car parking space as covered two wheeler parking spaces **TOGETHER WITH** 68% (Seven per cent) share in the roof **TOGETHER WITH** impartiable proportionate share in the land **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed buildings more particularly mentioned in **PART I** of the **THIRD SCHEDULE** hereunder written.

EE) TITLE DEED shall mean all original documents and all papers documents including title deeds of the said Property and also relating to the said Property which shall remain with the custody of the Developer No.2 and the original title

deed and documents related with the title will be handed over to the Association after its formation and whenever the owner requires the original deed, the Developer No.2 shall assist the owner by providing the original deed from their custody and the deed and other documents shall be returned by the owner to the Developer No.2 after finishing his requirements.

FF) TRANSFER WITH is grammatical variations shall includes transfer by possession and by any other means adopted for effecting that is understood as a transfer of space of the proposed building to the purchaser thereof although the same may not amount to be a transfer in law.

GG) TRANSFEREE shall mean person, HUF, firm, limited company, Limited Liability Partnership Firm, Association of persons to whom flats, offices, show rooms, car parking spaces, commercial, semi commercial spaces, car parking spaces open as well as covered of the building or buildings are transferred and/or will be transferred.

HH) UNITS: shall mean the spaces of the flats, unit, office rooms, show rooms, store rooms, semi commercial areas, commercial spaces and such space constructed in the new buildings intended and/or capable of being exclusively owned controlled and/or enjoyed by any unit holder.

II) UNDIVIDED IMPARTIABLE PROPORTIONATE SHARE shall mean the undivided share in the land contained in the premises described in the **FIRST SCHEDULE** hereto, appurtenant to the said flat/unit/commercial/semi-commercial areas, open as well as covered car parking spaces and open spaces and other areas, inter alia, agreed to be sold to the Purchaser/Purchasers, which shall always be impartible and shall be proportionate to the covered area of the said flat/unit and shall also include such shares appurtenant to all other units comprised in the New Buildings, wherever the context permits.

J) UNIT HOLDER: shall mean the persons or parties who have for the time being agreed to acquire or have acquired any unit or units in the new building.

KK) INTERPRETATIONS Unless there is something in the subject or context inconsistent therewith:

- i. Any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations bye laws permissions and directions for the time being made issued or given there under or deriving validity there from.
- ii. Any reference to a clause or schedule shall be a reference to a clause or schedule in this Agreement.
- iii. The clause titles or headings appearing in this Agreement are for reference only and shall not affect the construction thereof.
- iv. Words imparting singular shall include plural and vice versa.
- v. Words imparting masculine gender shall include Feminine and Neuter genders – likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

(3) CONSIDERATION: In consideration of the Owner allowing the Developer-2 to construct the building or buildings on the said Property at the cost of Developer No.2 and to deal with, dispose of, or part with the Developer No.2's allocation as aforesaid, the Owner will be entitled to Owner's Allocation and the Developer No.1 and 2 will be entitled to their Allocation respectively. Apart from the Owner's Allocation, as mentioned in this Agreement, the Owner will also receive a total sum of Rs. 5,74,55,625/- (Rupees Five Crore Seventy Four Lakhs Fifty Five Thousand Six Hundred And Twenty Five). Out of the total amount of Rs.

5,74,55,625/- (Rupees Five Crore Seventy Four Lakhs Fifty Five Thousand Six Hundred And Twenty Five) receivable by the Owner, a sum of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs) only is payable by Developer-1 to the Owner which amount has already been paid in full by the Developer-1 to the Owner as per details given in **PART I** of the **SIXTH SCHEDULE** below. The remaining sum of Rs. 4,14,55,625 (Four Crore Forteen Lakhs Fifty five Thousand Six Hundred and Twenty five) only is payable by the Developer-2 to the Owner out of which a sum of Rs. 75,00,000/- (Rupees Seventy Five Lakhs) has already been paid by the Developer-2 to the Owner and the remaining amount of Rs. 3,39,55,625/- (Rupees Three Crores Thirty Nine Lakhs Fifty five thousand six hundred and twenty five) only, will be paid by the Developer No., 2 to the Owner in the manner as mentioned in **PART-II** of the **SIXTH SCHEDULE** below. The Developer-1 apart from the Developer-1's Allocation, has already received a sum of Rs. 2,00,00,000/- (Rupees Two Crore) only from Developer No. 2 which amount has already been paid by the Developer-2 to the Developer-1 as per details mentioned in **Part III** of the **Sixth Schedule** below.

4. PERMISSION OF CONSTRUCTION: Pursuant to this Agreement and subject to the mutual obligations as are stated under this agreement between the parties hereto the Owner has agreed to appoint the Developer No.2 as the exclusive Developer for the purpose of undertaking the development of the Property being ALL THAT piece and parcel of Housing Complex Land measuring about 97 Decimals comprised in R.S. Dag No.412 corresponding to L.R. Dag No.580, R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No.5692, situated within the Mouja-Podrah under Police Station-Sankrail, District-Howrah under the Thanamakua Gram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihat more fully and particularly described in the First Schedule hereunder written.

- A) After execution and registration of this Agreement as well as registered Power of Attorney to be granted in favour of the Developer or its nominee or nominees and after obtaining the plan sanctioned from the Howrah Zilla Parishad by the Developer-2 at their own cost, the Owner herein shall put the Developer-2 in

absolute possession of the said Property on the terms and conditions herein contained and in accordance with the power and authorities conferred to the Developer-2 in accordance with the registered General Power of Attorney herein agreed to be granted simultaneously with the execution of this agreement by the Owner in favour of the Developer for construction and completion of the New Building or buildings and sale the Developer's Allocation and it will continue to be in force till this agreement subsists.

- B) It is also subject to the terms and conditions herein contained the Owner hereby grants exclusive right to the Developer-2 to build/complete construction on the said Property in accordance with plan already sanctioned by the Howrah Zilla Parishad.
5. CONSTRUCTION: The Owner hereby authorizes the Developer-2 and the Developer-2 herein agrees and undertakes to construct, erect and complete building on the said Property in accordance with the plan already sanctioned by the Howrah Zilla Parishad and without any deviation there from together with all internal and external service amenities, fittings and fixtures as mentioned in the Fourth Schedule hereto. The construction shall be of standard good class quality materials and fittings as per details and specification given in the said Fourth Schedules hereto shall be read as part and parcel of this agreement with such modification and changes as may be recommended and suggested by Architect of the building.
6. COST OF CONSTRUCTION: The entire cost of construction of the said new building to be put up in the said Property including the Owner's Allocation and Developer No.1's Allocation shall be borne by the Developer No.2. Such costs shall include the cost of all service areas, amenities, fittings and fixtures, all overheads regarding the Professional fees payable to the architects and engineers in respect of the construction, costs for the purpose of preparing plan price rise in the cost of materials used for construction and

the Owner shall not be liable and /or required to pay or contribute any amount in that behalf.

7. TIME FRAME: Subject to force majeure clause and subject to terms and conditions of this agreement, the Developer-2 shall complete the project in all respect and shall hand over possession of the Owner's to the Owner within 60 (Sixty) month from the date of sanction of plan. PROVIDED FURTHER in the event, the project is partially completed, the Developer-2 will hand over the Owner's allocation in respect of the partial completed building or buildings.
- A) If for any default on the part of the Owner, the Developer-2 is unable to proceed with the construction, in such event the time for completion of the said project as mentioned shall stand automatically extended for the period mutually agreed by the parties for completion of the project.
- B) In the event the above time frame is not adhered to in the progression of the construction, the Developer-2 shall be considered in default in meeting its obligation.
- C) Time shall be essence of the contract in this regard subject however to force majeure and subject to terms and conditions of this agreement, more particularly described in the subsequent section pertaining to Developer's Obligations and Right.
8. SPACE ALLOCATION: In consideration of the Owner having agreed to grant the exclusive right of development of the said Property and in further consideration of the Developer No.2 having agreed to incur all costs charges and expenses for undertaking the construction of the new building or buildings on the said Property it has been agreed that the total built up area in the proposed building to be constructed and facilities has already been divided between the parties in the manner as mentioned in clause (CC), (DD) (i) and

(DD) (ii) and respectively defined as "Owners Allocation", "Developer No.1's Allocation" and "Developer No.2's Allocation".

- A) The Parties have already mutually demarcated their respective allotments in the new building and earmarked and/or demarcated their respective allocation in terms of this Agreement. It has been further agreed by and between the Parties that on basis of said space allocation, as agreed hereunder the Parties and each of them can transfer their proposed respectively allotted area without making the other two Party as a confirming party subject to the suitability PROVIDED HOWEVER, in case the Parties are required to be confirming party in each other's sale agreements, then, and in that event, they shall make themselves available or execute a separate power of attorney in favour of nominee of such Party for executing instruments/deeds of their respective Allocations, AND PROVIDED FURTHER, that in case of any fraction of area which comes within the entitlement of either the Owner or the Developer No. 1, which cannot be allocated, then, and in such event, the Developer shall pay compensation in money for that area on the basis of the then prevailing price of such Property.
- B) Both the Owner and the Developer shall be entitled to deal with or enter into agreement for sale or transfer and/or in any way dispose of their respective allocations, in any manner as both Parties in their absolute discretion shall think fit and proper, but subject to all Rules, by laws and covenants to be agreed upon for common/joint use and occupation of the said building.
- C) Presently the G+5 storied Building will be constructed by the Developer-2 If any extra floor can be constructed by the Developer-2, then in that case Owner will get 25% constructed area out of the extra floor, Developer No.1 will get 7% constructed area out of the extra floor and Developer No.2 will get balance 68% of the constructed area out of the extra floor. All regularization fees, penalty etc. for construction of the extra floor will be born by the Developer No.(1) 32% and Developer No.(2) 68%.

9. POSSESSION:

- A) Immediately, after completion of the new building and certified to be so by the Architect, the Developer No.2 shall serve a notice upon the Owner, Developer No.1 to take possession of the Owner's allocation as well as Developer No.1's Allocation upon receipt of the notice.
- B) Immediately after the completion of the said new building and on expiry of notice of possession of the Owner's allocation to the Owner, the Owner shall at the costs of the Developer or its nominees sign and execute deed or deeds of conveyance in respect of the proportionate undivided share or interest in the land comprised in the said premise and attributable to the Developer's allocation in such part or parts as shall be required by the Developer in favour of the Developer or its nominee or nominees. The authority given by the Owner in this regard shall not be utilized without complying with the Developer's obligation as mentioned in this agreement.
- C) That the Developer-2 shall erect and construct the New Buildings on the said Property Block-wise according to the sanctioned Plan to be obtained from the Howrah Zilla Parishad/KMDA and shall make over the possession of the Owner's Allocation in that Block/Blocks to the Owner in terms of the Agreement as mentioned herein before parting with the possession of the rest of the constructed area of the said Block to any person or persons. Till such time the Owner's Allocation in each Block to be constructed by the Developer no. 2 at its own cost is made over by the Developer No.2 to the Owner and Developer No.1, the Developer No.2 shall hold the same in trust for or on behalf of the Owner and shall not part with the possession of the same in any manner whatsoever.

10. COMMON FACILITIES:

- A) As soon as the building is completed in a habitable condition as per schedule of specification, Developer No.2 shall give written notice to the Owner as well as Developer No.1 requiring to take possession of the Owner's allocation as well as

Developer No.1's Allocation, in the building and as and from the date of service of such notice and at all times thereafter Owner and Developer No.1 shall be responsible and liable for payment of all Panchayat and property taxes rates duties due and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as the said rates and taxes) payable in respect of the Owner's allocation as well as Developer No.1's Allocation. The said rates and taxes to be apportioned on pro rata basis with reference to the total space in the building if they are levied on the building as whole.

- B) As and from the date of taking over the possession Owner/Developer No.1/occupier shall also be responsible to pay and bear and shall forthwith pay on demand to Developer-2/Society/Competent authority the maintenance charges for the common facilities and amenities, more specifically described in Fourth Schedule written hereunder, whatsoever payable with respect of the Owner's and Developer no. 1's allocation.

11. INDEMNITIES:

- A) The Owner shall keep the Developer fully indemnified and harmless against any loss liability cost claim action suit or proceedings that may arise against the Developer on account of any defect in or want of title of the Owner.
- B) The Developer also keep the Owner indemnified and harmless against any loss liability damages cost or claim action suit or proceeding which the Owner may suffer or incur or be put to or made liable for any reason of any failure on the part of the Developer to discharge its liabilities or obligations under these presents or under any law or statute for the time being in force or any account of any act or commission or omission in using the said Property or putting up the construction.

12. COMMON RESTRICTIONS:

- A) The Parties herein shall be jointly entitled to the roof in proportion to their respective share of allocation and abide by the restriction, impositions as mentioned in this agreement as well as may be mutually agreed between the

parties in writing. If the Parties can sale the Roof right then sale proceed will be shared by Owner - 32%, Developer No.1 - 7% and Developer No.2 - 61%.

- B) Parties herein agree to pay and/or discharges its liabilities and/or pay/suffer deduction towards payment of all statutory taxes past, present or future including that of Service Tax and TDS and more specifically owner and Developer No.1 do undertake to pay Service Tax as per the applicable provision prevailing from time to time on the service render by the Developer no 2.

13. OWNER'S REPRESENTATIONS AND ASSURANCES: prior to entering into this agreement, the Owner doth hereby assure, represent and confirm that:

- A) The said Property is free from all encumbrances, liens, lispens, charges, acquisitions, requisitions, attachments whatsoever and howsoever.
- B) Save and except the Owner nobody has any right, title and/or interest or claim in respect of the said Property in any manner whatsoever.
- C) There is no legal bar or impediment to develop and deal with the said Property in any manner whatsoever.
- D) The Owner has a marketable title of the said Property and is otherwise entitled to enter into this agreement with the Developer for development of the said Property.
- E) The said Property is not subject to any acquisition, requisitions whatsoever by statutory authority or by public body.
- F) There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said Property.

G) During the continuance of this Agreement, the Owner shall not in any way deal with, encumber, alienate the said Property or any part or portion thereof nor shall create any mortgage or charge thereon.

H) The Owner will not part with the said Property or an portion thereof in any manner whatsoever.

14. THE DEVELOPER'S OBLIGATION AND RIGHTS:

A) The Developer No.2 will be at liberty to have the said Property surveyed and/or measured at its own costs.

B) The Developer-2 shall obtain the plan sanctioned of the building or buildings to be constructed on the said Property from the Howrah Zilla Parishad on payment of sanction fee as early as possible. All costs, charges, and expenses for obtaining plan sanctioned, construction of the building or buildings on the said Property including architect's fees shall be discharged and paid by the Developer No.2 and the Owner will not have any responsibility in this context to the Architect.

C) The Developer-2 shall diligently and efficiently carry out the work of Development of the said plot.

D) The Developer-2 shall ensure that the residential cum commercial as well as semi commercial building or buildings to be erected, constructed on the said Property shall be habitable with adequate electrical, telephone and domestic water supply connections, drainage and sewerage connection.

E) During the construction/erection of the said residential, commercial cum semi commercial building or buildings on the said Property, the Developer-2 shall keep all works in progress and executed.

- F) The Developer-2 shall not discontinue or abandon the construction of the proposed building or buildings except due to force majeure events. Force majeure includes changes in the Howrah Zilla Parishad/KMDA building rules and regulation, acts of god, earth quake, tempest, flood or any other acts beyond the control of the Developer-2.
- G) If due to force majeure the building cannot be completed then in such event the period of 60 months will be extended until such situation become normal within which the Developer-2 shall complete the construction of the building.
- H) The Developer No.2 shall pay all taxes, outgoings payable of the said Property on and from the date of execution of this Agreement and up to the date of handing over possession of the Owner's allocation as well as Developer No.1's Allocation or intimation to the Owner and Developer No.1 in writing whichever is the earlier. PROVIDED HOWEVER the Developer No.2 shall be liable to pay all taxes, outgoings in respect of the Developer No.2's Allocation even after completion of the building.
- I) If required, the Developer No.2 will be at liberty to modify, alter and amend the plan sanctioned by the Howrah Zilla Parishad in respect of the said Property with the consent of the Owner and Developer No.1.
- J) The Developer-2 on the date of the execution of the agreement shall be handed over possession of the Property and shall commence construction on obtaining plan sanctioned and shall complete the construction within Sixty months from the date of commencement of the construction. PROVIDED HOWEVER in case further time is required to complete the building the Owner shall extend the time with mutual understanding. PROVIDED FURTHER if due to laches, negligence or any acts, deeds or things on the part of the Owner, the construction and/or completion of the building is delayed, then in such event, the Owner shall extend such reasonable time to the Developer-2 as may be required by the Developer-2 to complete the building. The Developer-2 shall discharge its

obligations and shall ensure that Owner should not suffer due to laches or negligence on the part of the Developer.

- K) The Developer do hereby undertake to keep the Owner indemnified against all third party claims and action arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the said building.
- L) The Developer No.2 shall remain responsible for all claims whatsoever nature arising due to any accident and/or mishap of any workmen or to any third party during the course of construction.
- M) The Developer no. 2 shall on completion of the building put the Owner and Developer No.1 in undisputed possession of the Owner's allocation and Developer No.1's Allocation including commercial and semi commercial areas TOGETHER WITH the rights in common to the common facilities and amenities to be enjoyed proportionately with other Owner of flat/flats.
- N) The Developer shall be entitled to enter into agreement for sale/lease or transfer in respect of their respective allocation on the basis of the General Power of Attorney in the name of the Developer and entitled to sign all necessary documents on behalf of the Owner however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.
- O) The Developer-2 shall be authorized in the name of the Owner in so far as necessary to apply for and obtain quotas, entitlements and other allocation of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities if any available to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owner will execute and register simultaneously at the

time of execution of this agreement, a General Power of Attorney in favour of the Developer or its nominee or nominees.

- P) On and from the date of obtaining possession of the new building, the Owner and the Developer shall be liable to pay all outgoings, maintenance charges, electricity charges proportionate to their share within such time as may be agreed by and between the parties mutually.
- Q) The Developer No.2 shall in consultation with the Owner and Developer No.1 and their nominee/nominees shall form an Association or Committee which such Association shall look after the maintenance of the building as per rules and regulations as may be decided between the parties and till such time the Association is formed the Developer No.2 shall maintain the building.
- R) The Developer shall not be entitled to assign and/or transfer their right under this agreement to any third party, save and except entering into agreement for sale of their allocation of space in the new building to its nominee/nominees including purchaser which will be only after starting of construction.
- S) The Developer shall be obliged to perform all other obligation which is not specifically mentioned hereinabove as may be needed in accordance with rules, regulations and law applicable in such development work.
- T) The Developer No.2 shall clean and remove trees with permission from the authorities and structures and all demolished material shall be the Property of Developer No.2.
- U) The Developer No.2 shall use the existing Electricity connection till completion of the project through electric meter provided by the Developer No.1.
- V) The Developer No.2 have the liberty to raise any loan or can apply for project finance from any financial institute or any scheduled banks save and except the

owner's allocation and Developer No.1's Allocation with written consent and NOC of the owner and Developer No.1. PROVIDED FURTHER the Owner and Developer No.1 shall sign all papers and documents as may be required for obtaining loan from any financial Institute or scheduled Bank in respect of the Developer's No.2 allocation without any responsibility to repay such loan.

- W) That the Developer shall assist by signing documents at the time of disposing and/or selling owner's allocation in favour of any third party, as a Confirming Party/the Developer without any delay and shall execute a power of attorney in favour of the Owner's nominee to sell, transfer the owner's allocated area.
- X) The Developer assures the Owner that the Developer has made itself satisfied about the title of the Owner in respect of the said Property prima facie and the Developer hereby and agreed to develop the said Property subject to mutation from the Howrah Zilla Parishad/KMDA acquired by way of inheritance.
15. THE OWNER'S OBLIGATIONS:
- A) The Owner shall not cause any obstruction or hindrance in the Developer's developing of the Property or making the construction in terms of this agreement in any manner whatsoever nor the Owner shall do or cause to be done any act or thing whereby the Developer is in any way prevented or obstructed in transferring the Developer's allocation or any part thereof.
- B) The title deeds in respect of the Property, all original documents and all papers of title of the said Property which shall remain with the custody of the Developer No.2 and on requirement the Owner as well as Developer No.1 also shall be provided with the original copy of deeds by the developer No.2 and shall handover the original deed after completion of his requirement to the developer No.2.
- C) The Owner does hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said Property and

further undertake not to create any encumbrances on the Property or no any part thereof, save and except the Owner's allocation.

- D) The Owner does hereby grant exclusive right of development of the said Property unto and in favour of the Developer-2 with the intent and object that the Developer-2 shall have the necessary maps or plans prepared by a duly authorized Architect for being submitted to the Howrah Zilla Parishad/KMDA or other Authorities concerned for sanction and shall construct, erect and complete the Residential cum Commercial complex having building or buildings on the said Property being complete in all respects in accordance with the plan to be sanctioned by the said Authorities concerned or with such modifications as may be decided by the Developer-2.
- E) The Owner and the Developer shall co operate with each other in every possible manner, and the Owner shall sign plan, sign and execute all conveyances, transfers, agreements, authorities, powers, declarations, applications, notices and other papers and documents as may be required of them by the Developer, for the fulfillment of the objects and the intentions of this agreement.
- F) Simultaneously at the time of execution of this agreement the Owner shall execute a registered Power of Attorney in favour of the Developer for obtaining the plan, sale of the Developer's allocation and other allied powers as required for this purpose.
- G) A General Power of Attorney will be executed and registered for construction and commercial exploitation of the said Buildings in respect of the said Property and also authorizing the said Developer to enter agreements for sale and also to sell of their allocation in the proposed buildings to the prospective buyer.
- H) In case the Owner desires to change any specifications or materials in respect of their allocation prior to construction, the Owner shall intimate the same to the Developer No.2 prior to starting of construction of the Owner's allocation and

the Developer No.2 shall change the same as per as the same would be possible and the Owner shall be liable to pay difference of price of the materials charges and expenses.

- I) The Owner will assist the Developer-2 to complete the building on the said Property. The Owner shall also assist the Developer-2 for formation of an Association.
- J) The Owner shall take possession of the said building immediately after receipt of the notice from the Developer No.2.
- K) The Owner will sign all papers and documents as may be required for obtaining plan sanctioned, construction and development of the said Property and assist the Developer-2 for construction of the building.
- L) The Owner shall not sell, transfer, alienate and encumber the said Property or any portion thereof except the Owner's allocation.
- M) The Owner agreed to join as parties in respect of the respective Deeds of Conveyances to be executed in favour of the prospective purchasers of the Developer's allocation in the proposed building.
- N) The Owner will be entitled to transfer or otherwise deal with the Owner's allocation in the building, excepting the area herein agreed to be sold.
- O) The Owner do hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, lease out let out or assigning and or disposing of any of the Developer's allocated portion in the building at the said Property in favour of the intending buyers of flats/apartments/portions in the said building and also undertake to assist the Developer at the costs and expenses of the Developer to allow the Developer to deal with dispose of the Developer's allocation and vice versa.

- P) The Owner hereby authorize and empower the Developer to sell the their respective allocation TOGETHER WITH the right to use and enjoy all common areas and facilities to the intending purchasers of the flats, car parking area and other areas which shall belong to the Developer except the undivided share of land relating to the Owner's allocated flats and other areas in the proposed building which shall continue to belong to the Owner.
- Q) The Owner shall pay and discharge all rates, taxes and surcharges in respect of the said Property up to the date of this Agreement and Developer No.2 shall be liable to make payment of all of rates, taxes for and after the period of execution hereof to the Howrah Zilla Parishad. The Owner and Developer No.1 also undertakes to pay all taxes, outgoing, dues maintenance charge from the date of taking possession of the Owner's and Developer No.1's allocation respectively.
- R) The Owner shall be obliged to perform all other obligations which are not specifically mentioned hereinabove as may be needed in accordance with rules, regulations and law applicable in such development work.
- S) The Owner shall assist the Developer to complete the project.
- T) The Owner shall at his own costs and expenses make off the title free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and in vacant condition.

16. MISCELLANEOUS:

- A) The name of the building will be as decided by the Developer No.2 latter on.
- B) In the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the Owner and the Developer, the Owner having agreed to grant the exclusive right of development of the said Property to the Developer.

- C) Nothing in this agreement shall constitute a transfer or an agreement to transfer, or an assignment, or demise, by the Owner of the said Property but confers upon the Developer the exclusive and absolute rights of Development in conformity with the agreement.
- D) The Owner and Developers have entered into this agreement purely on a principle to principle basis and nothing stated herein shall be deemed or construed as a partnership between Developer and Owner or as a joint venture or joint adventure between the Owner and Developer nor shall Developer and Owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- E) The certificate of the Architect to be appointed by the Developer No.2 as to the completion of the building and quality shall be final and binding upon the parties.
- F) Both the Developer and the Owner shall enjoy their respective allocation/portions in the said building under their respective allocation/portions in the said building which shall be uniform in terms of advantage, position etc. for both the parties, under their occupation forever with absolute right of alienation transfer, gift, deal with, dispose of any manner whatsoever and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.
- G) Both the Developer and the Owner shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this agreement.
- H) The Name of the building/Complex to be built on the Said Land will be "VAC RAINBOW".

- I) The Goods and Services Tax (GST) newly introduced after the execution and registration of the Said Agreement will be borne and paid by each of the Parties herein, as applicable to each of them for their respective allocation of constructed spaces in the Building/Complex to be built on the Said Land. The Developer No. 2, who is to build the Building and/or the Complex on the Said Land at its own costs and expenses shall only be responsible for GST, as applicable, to the allocation of Developer No. 2. If, however, the Developer No. 2 is made to pay GST for the respective allocation of the Owner or the Developer No. 1, for any reason, whatsoever, then, and in such event, the Developer No. 2 shall be entitled to recover such GST payment either by way of reimbursement of such payment from the Developer No.1 and the Owner and/or from their nominees/transferees, as the case may be. If, however, GST, as applicable to the Allocation of the Owner and the Developer No. 1 has to be paid statutorily by the Owner and the Developer No. 1, respectively, only, then, and in such event the Owner and the Developer No. 1 shall ensure that they or their nominees or transferees deposits the said GST, as applicable, within time and furnish a copy of the paid receipt and/or the proof of payment to Developer No. 2 within 7 (seven) days of such payment and in case the Owner and the Developer No. 1 and/or their nominees and/or their transferees, as the case may be, fails and/or neglect to pay such GST; then, and in such event, the Developer No.2 will be entitled to withhold possession of portions of respective allocations of the Developer No. 1 and the Owner till such payment is made to the Developer No. 2. It is agreed, in this regard that if permissible, all GST payments will be paid directly to the Developer No. 2 for depositing with the concerned authorities.
- J) The terms and conditions of this agreement may be amended, modify by mutual consent in writing by the parties, i.e. Owner and Developer.
- K) Parties herein agreed to pay and/or discharge its liability for payment of service tax as applicable.

17. FORCE MEJURE:

The Developer No.2 shall not be regarded in breach of any of the terms and conditions herein contained if it is prevented by force majeure.

18. ARBITRATION:

- A) All disputes and differences between the parties hereto regarding the construction interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents and/or determination of any liability shall be referred to the Arbitration as provided in the Indian Arbitration Act of the joint Arbitration of Kalyan Roy Advocate, Son of Late H.L. Roy, residing at 14/1, Swami Vivekananda Road, Howrah-1, to be appointed by the Owner and Debabrata Banerjee, Advocate, Son of Late Indu Bhusan Banerjee, of 12/1, Lindsay Street, Kolkata-700087, to be appointed by the Developer under the provisions of the Arbitration and Conciliation Act, 1996. If the joint Arbitrators differ, the joint Arbitrators will be at liberty to appoint an Umpire for taking his decision.
- B) The Joint Arbitrators or the Umpire as the case may be shall have power to give interim awards and/or directions.
- C) The Joint Arbitrators or the Umpire as the case may be shall be entitled to give a speaking award and the parties have agreed to accept the same and shall be bound by the same.
- D) The Joint Arbitrators or the Umpire as the case may be shall have summary powers.
- E) The venue of the Arbitration proceeding will be in Kolkata/Howrah.
- F) The parties hereto agree and covenant that they have full trust and faith in the Joint Arbitrators and agree to abide by all their directions and/or awards as the case may be.

19. JURISDICTION:

The Civil Courts at Howrah also shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE AS REFERRED TO ABOVE
(DESCRIPTION OF THE PROPERTY)

ALL THAT piece and parcel of Housing Complex Land measuring 97 Decimals be the same or little more or less comprised in R.S. Dag No.412 corresponding to L.R. Dag No.580, R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No.5692, situated within the Mouja-Podrah, J.L. No.38 under Police Station Sankrail; District- Howrah under the Thanamakua Gram Panchayat within the jurisdiction of District registrar at Howrah and Additional District Sub-Registrar at Ranihatani and the said Property is butted and bounded as follows:

ON THE NORTH : Property of Dag No.402, 404.

ON THE SOUTH : Andul Road.

ON THE EAST : Panchayat Road.

ON THE WEST : Property of Dag No.413, 414.

OR HOWSOEVER OTHERWISE demarcated in a map or plan annexed hereto and bordered "RED"

***THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)***

ALL THAT 32% (Thirty Two percent) of Built up Residential area, 32% (Thirty Two per cent) built up commercial area, if any as per Plan already sanctioned by Howrah Zilla Parishad as shown in on the drawings/plans (10 numbers) annexed to this Agreement, including such modifications, alterations as may be made by the Developer-2, on the said property **TOGETHER WITH** undivided proportionate share or interest in the common areas and facilities to be provided in the buildings as well as complex **TOGETHER WITH** car parking spaces and without any two wheeler parking spaces and **TOGETHER WITH** 32% (Thirty Two per cent) of share in the roof **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed buildings.



***THE THIRD SCHEDULE ABOVE REFERRED TO
(PART I)
(DEVELOPERS ALLOCATION)***

- (i) THE DEVELOPER ALLOCATION shall mean and include 68% of Built up Residential area 68% (Seven per cent) built up commercial area, and 68% (Seven percent) built up semi commercial area, if any, as per Plan sanctioned by Howrah Zilla Parishad including such modifications, alterations as may be

made by the Developer No.2 on the said Property **TOGETHER WITH** undivided proportionate share or interest in the common areas and facilities to be provided in the buildings as well as complex **TOGETHER WITH** the open as well as covered car parking space as covered two wheeler parking spaces **TOGETHER WITH** 68% share in the roof **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed buildings more particularly mentioned in **PART I** of the **THIRD SCHEDULE** hereunder written.

***THE FOURTH SCHEDULE ABOVE REFERRED TO
(Materials to be used to construction of the building)***

Foundation	: Pilling/Pocket/Raft strip foundation.
Super Structure	: R.C.C. Framed Structure
Brick Work	: 8" outer walls and 5"/3" Inner walls
Doors	: Sal wood frame, Main door – panelled designed and Polished. Branded fittings with eye hole and night latch.
Windows	: Sliding windows with glass.
Floor	: Vitrified Tiles 2' x 2'
Kitchen	: (a) Granite top platform with stainless steel sink; floor - vitrified tiles : (b) Dodo glazed tiles upto 2' high above platform. © Provision for installing Electric Chimney & Exhaust Fan. (d) Electric Point for Refrigerator & Aquaguard.
Bathroom	: a. Ceramic tiles upto door height. Floor marble finish or Floor tiles.



Typical 1st Floor Plan



Typical 2nd Floor Plan



Typical 3rd Floor Plan



Typical 4th Floor Plan



Typical 5th Floor Plan



[Handwritten signature]

	b. Standard bathroom fittings.
	c. Western style sanitary ware.
	d. Electric point for exhaust fan & geyser.
	e. Provision for Hot & Cold water in common toilet.
Stair Case	: Marble.
Lift	: Lift of reputed make or Otis.
Electrical	: Concealed insulated copper wiring with standard quality Switches.
	2 light points, 1 fan point, 1 fuse point & 1 plug point in Each room, dining & living.
	1 light point & 1 fuse point in kitchen & toilet.
	a) Door bell point at main entrance door.
	b) 1 A.C. point in Master bedroom.
	c) Cable TV.
Finish	: Inside with standard cost of plaster of paris/putty.
Water Supply	: Panchyat supply/deep tubwell with overhead and under ground water Reservoir.
Pipe Line	: Concealed PVC inside and PVC on outside.
Power Supply	: WBSEB.

***THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Areas and Facilities)***

- 1 Path passages and driveways in the property other than those reserved by the Developer of their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motors cars or marked by the Owner for use of any Co-Owner.
- 2 Staircase, lobby and landings.

- 3 Room and the bathroom for Watchmen (Durwan)
- 4 Electrical wiring in copper conductor and fitting and fixtures for lighting the staircase, lobby and landings.
- 5 Electrical installations with main switch and meter and space required thereof.
- 6 Howrah Zilla Parishad/HMC water Supply connection.
- 7 Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/Units and from the underground water or to the over-head water tank.
- 8 Water waste and sewage evacuation pipes from the Apartments/units to drain and sewers common to the building.
- 9 Drains and sewers from the building to the Panchayet/HMC drain.
- 10 Main gate for entrance to the property.
- 11 Boundary wall to the property
- 12 Community Hall with meeting room and kitchen.
- 13 Gymnasium with equipments.
- 14 Temple.
- 15 Children play area with toys.
- 16 Such other common areas and facilities as may be made for common purposes as may be decided by the Owner and the Developer mutually.

**SIXTH SCHEDULE ABOVE REFERRED TO
(DETAILS OF PAYMENT)
(PART-I)**

Received a sum of Rs.1,60,00,000/- (Rupees One Core Sixty Lakhs) only from the Developer No.1 as per memo below:

Date	Cheque No.	Bank Name	Amount
05.02.2015	005202	Bank Of Maharashtra	10,00,000.00
05.02.2015	005203	Bank Of Maharashtra	10,00,000.00
05.02.2015	005204	Bank Of Maharashtra	10,00,000.00

08.02.2015	005205	Bank Of Maharashtra	20,00,000.00
24.02.2015	005207	Bank Of Maharashtra	15,00,000.00
19.05.2015	005213	Bank Of Maharashtra	3,00,000.00
22.05.2015	005214	Bank Of Maharashtra	15,00,000.00
07.12.2015	030000	Bank Of Maharashtra	25,00,000.00
08.12.2015	030003	Bank Of Maharashtra	5,00,000.00
09.12.2015	030004	Bank Of Maharashtra	5,00,000.00
10.12.2015	030005	Bank Of Maharashtra	5,00,000.00
10.12.2015	030006	Bank Of Maharashtra	2,00,000.00
09.02.2017	039976	Bank Of Maharashtra	15,00,000.00
29.05.2017	039998	Bank Of Maharashtra	20,00,000.00
		Total	1,60,000.00/-

(PART-1B)

(ALREADY PAID)

Received a sum of Rs.75,00,000/= (Rupees Seventy-Five Laes) only from the Developer No.2 as per memo below:

Date	Cheque No.	Bank Name	Amount
18.03.2016	521106	Axis Bank Ltd	2,00,000.00
08.06.2016	542156	Axis Bank Ltd	10,00,000.00
22.06.2016	542157	Axis Bank Ltd	20,00,000.00
30.07.2016	542161	Axis Bank Ltd	10,00,000.00
22.06.2016	542157	Axis Bank Ltd	20,00,000.00
12.09.2016	543565	Axis Bank Ltd	13,00,000.00

(TO BE PAID TO THE OWNER)

On execution of this Agreement	2,00,00,000/-
Within five days of registration of this Agreement	5,00,000/-
Within 10 days of registration of this Agreement	11,00,000/-
Within 60 days of registration of this Agreement	10,00,000/-
Within 90 days of registration of this Agreement	10,00,000/-
	2,36,00,000
Balance @ 10,35,562 in 9 equal instalments and Rupees 10,35,567 as the tenth instalment after 270 days of this Agreement each instalment payable at an interval of every 90 days.	1,03,55,625.00/-
Total	3,39,55,625.00

(PART-III)

(PAID BY DEVELOPER NO.2 TO DEVELOPER NO.1)

Received a sum of **Rs.2,00,00,000 (Rupees Two Cores)** only from the Developer No.2 as per memo below:

MEMO OF CONSIDERATION

Date	Cheque No.	Bank Name	Amount
23.05.2015	RTGS	Axis Bank Ltd	50,00,000.00
05.06.2015	RTGS	Axis Bank Ltd	50,00,000.00
07.07.2015	RTGS	Axis Bank Ltd	50,00,000.00
23.07.2015	464516	Axis Bank Ltd	50,00,000.00

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the days, month and year first above written.

SIGNED AND DELIVERED by the OWNER at Kolkata in the presence of:

1. Sandip Mondal
Herald Court
2. S. Roy
Harrison Court



SHAKUNTALA INFRA TECH LLP

Sarjeet Lakhotia
Designated Partner

SIGNED AND DELIVERED by the DEVELOPER No.1 at Kolkata in the presence of:

1. Sandip Mondal
Herald Court
2. S. Roy
Harrison Court

For VAC REALTY LLP

Amaljit Bhatia
Designated Partner

SIGNED AND DELIVERED by the DEVELOPER No.2 at Kolkata in the presence of:

1. Sandip Mondal
Herald Court
2. S. Roy
Harrison Court

Drafted By:



C. P. KAKARANIA

Advocate,

High Court at Calcutta,

Enrolment No. WB/572/1987

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

GRN: 19-201716-017566469-1

Payment Mode Online Payment

GRN Date: 13/02/2018 11:41:49

Bank : AXIS Bank

BRN : 6603500

BRN Date: 13/02/2018 11:42:33

DEPOSITOR'S DETAILS

Id No. : 05010000092887/4/2018

[Query No./Query Year]

Name : Vac Realty LLP

Contact No. :

Mobile No. : +91 9830304982

E-mail :

Address : 23 A NS ROAD 2ND FLOOR ROOM NO8 KOLKATA700001

Applicant Name : Mr K Roy

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development, Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	05010000092887/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	75011
2	05010000092887/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	774602

Total

849613

In Words : Rupees Eight Lakh Forty Nine Thousand Six Hundred Thirteen only

SPECIMEN FORM FOR TEN FINGER PRINTS
























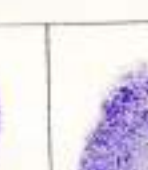



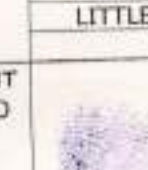



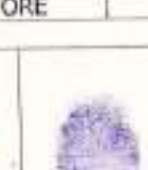
Handwritten signature in blue ink, possibly 'S. S. Singh'.



Subject Lakhotia



Amarjit Bantua

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE





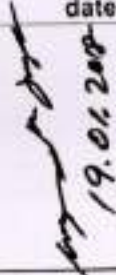




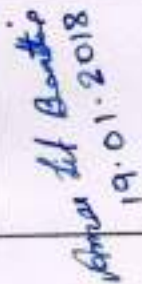
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

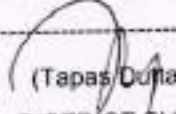
OFFICE OF THE D.S.R. HOWRAH, District Name :Howrah

Signature / LTI Sheet of Query No/Year 05010000092887/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Raaj Bardhan Jayaswal 74/1, Sk Para Lane, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Land Lord			 19.01.2018
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Sanjeet Lakhota 493/C/A, G T Road, P.O:- Howrah, P.S:- Howrah, District:- Howrah, West Bengal, India, PIN - 711101	Represent ative of Developer [Shakuntal a Infratech LLP]			 Sanjeet Lakhota
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Amarjit Banthia 23A, Netaji Subhas Road, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Developer [VAC Realty LLP]			 Amarjit Banthia 19.01.2018

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr S Nandi Son of Mr S Nandi Howrah, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101	Mr Raaj Bardhan Jayaswal, Mr Sanjeet Lakhotia, Mr Amarjit Banthia	<i>Sandip</i> <i>Nandi</i>


(Tapas Dutta)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R.
HOWRAH
Howrah, West Bengal

Major Information of the Deed

Deed No :	I-0501-01746/2018	Date of Registration	08/03/2018
Query No / Year	0501-0000092887/2018	Office where deed is registered	
Query Date	18/01/2018 7:53:40 PM	D.S.R. - HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	K Roy Thana : Howrah, District : Howrah, WEST BENGAL, Mobile No. : 9830621873, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 7,74,55,625/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 3,03,60,821/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,111/- (Article 48(g))	Rs. 7,74,602/- (Article:E, E, B, M(b), H)		
Remarks			

Land Details :

District: Howrah, P.S. - Sankrail, Gram Panchayat: PODRAH, Mouza: Podra

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	LR 580	LR 5692	Bastu	Bastu	97 Dec	10,00,000/-	3,03,60,821/-	Width of Approach Road: 50 Ft, Adjacent to Metal Road.
Grand Total :					97Dec	10,00,000 /-	303,60,821 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Raaj Bardhan Jayaswal (Presentant) Son of Late Samar Singh 74/1, Sk Para Lane, P.O - Shibpur, P.S.- Shibpur, District- Howrah, West Bengal, India, PIN - 711102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: ACYPJ2463N, Status: Individual, Executed by: Self, Date of Execution: 19/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018, Place: Pvt. Residence, Executed by: Self, Date of Execution: 19/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018, Place: Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shakuntala Infratech LLP 46C Jawaharlal Nehru Road, P.O - Shakespeare Sarani, P.S - Shakespeare Sarani, District- Kolkata, West Bengal, India, PIN - 700071, PAN No.: ACUF57190R, Status: Organization, Executed by: Representative
2	VAC Realty LLP 23A, Netaji Subhas Road, P.O - G.P.O, P.S - Hare Street, District- Kolkata, West Bengal, India, PIN - 700001, PAN No.: AAMFV8262H, Status: Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Sanjeet Lakhotia Son of Mr. Nand Kishore Lakhotia 493/C/A, G T Road, P.O - Howrah, P.S.- Howrah, District -Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJPP1858B Status : Representative, Representative of : Shakuntala Infratech LLP (as as partner)
2	Mr Amarjit Banthia Son of Late Bhikam Chand Banthia 23A, Netaji Subhas Road, P.O - G P O, P.S.- Hare Street, District:- Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADKPB5333L Status : Representative, Representative of : VAC Realty LLP (as as partner)

Identifier Details :

Name & address
Mr S Nand Son of Mr. S Nandi Howrah, P.O - Howrah, P.S.- Howrah, District -Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Raaj Bardhan Jayaswal, Mr Sanjeet Lakhotia, Mr Amarjit Banthia

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Raaj, Bardhan Jayaswal	Shakuntala Infratech LLP-48.5 Dec,VAC Realty LLP-48.5 Dec

Land Details as per Land Record

District: Howrah, P.S.: Sankrail, Gram Panchayat: PODRAH, Mouza: Podra

Sch No	Plot & Khatian Number	Details Of Land
1	LR Plot No- 580(Corresponding RS Plot No -), LR Khatian No- 5892	Owner:শ্রী বর্ষা জয়স্বাল, Gurdian:শ্রী সিব জয়স্বাল, Address 74/1, পল্লী পাড়া পেন শিবপুর হাট, Classification: শসি, Area 0.97000000 Acre, Under Mutation

Endorsement For Deed Number : I - 050101746 / 2018

Major information of the Deed - I-0501-01746/2018-08/03/2018

On 19-01-2018

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

Presented for registration at 20:35 hrs. on 19-01-2018, at the Private residence by Mr Raaj Bardhan Jayaswal, Executant

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 3,03,60,821/-

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

Execution is admitted on 19/01/2018 by Mr Raaj Bardhan Jayaswal, Son of Late Samar Singh, 74/1, Sk Para Lane, P.O. Shibpur, Thana: Shibpur, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by Profession Business

Identified by Mr S Nandi, , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 19-01-2018 by Mr Sanjeet Lakhota, as partner, Shakuntala Infratech LLP (LLP), 46C, Jawanaraj Nehru Road, P.O.- Shakespeare Sarani, P.S.- Shakespeare Sarani, District- Kolkata, West Bengal, India, PIN - 700071

Identified by Mr S Nandi, , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 19-01-2018 by Mr Amarjit Banthia, as partner, VAC Realty LLP (LLP), 23A, Netaji Subhas Road, P.O.- G.P.O, P.S.- Hare Street, District- Kolkata, West Bengal, India, PIN - 700001

Identified by Mr S Nandi, , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Tapas Dutta

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

On 08-03-2018

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 48 (g) of Indian Stamp Act 1899

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,74,602/- (B = Rs 7,74,556/-, E = Rs 14/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7,74,602/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2018 11:42AM with Govt. Ref. No. 192017180176664691 on 13-02-2018, Amount Rs: 7,74,602/-, Bank: AXIS Bank (UJ1180000005), Ref. No. 6603500 on 13-02-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 75,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 112530, Amount: Rs.100/-, Date of Purchase: 19/01/2018, Vendor name: A K Maity

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2018 11:42AM with Govt. Ref. No. 192017180175664891 on 13-02-2018, Amount Rs. 75,011/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 6603500 on 13-02-2018, Head of Account 0030-02-103-003-02

Tapas Dutta

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0501-2018, Page from 51539 to 51592

being No 050101746 for the year 2018.



Digitally signed by TAPAS DUTTA
Date: 2018.03.08 18:32:06 +05:30
Reason: Digital Signing of Deed

Tapas Dutta
(Tapas Dutta) 08-03-2018 18:31:59
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
West Bengal.

(This document is digitally signed.)