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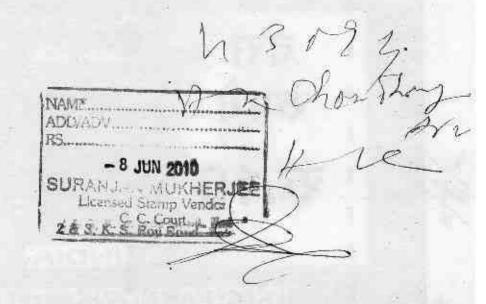
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AGREEMENT

THIS AGREEMENT is made on this the 23 od day of October

Two Thousand and Eighteen (2018)

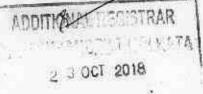
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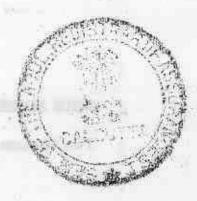


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M/S. BALLYGANJ ESTATES PRIVATE LIMITED (I.T. PAN NO. AABCB 0804B), an existing private limited company incorporated within the meaning of the Companies Act, 1956 having its registered office at Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, P.O. Ballygunge, Kolkata 700 019, Ward No. 068, represented by one of its Directors by virtue of a Board Resolution dated 15.02.2017 Shri Debsankar Sinha (I.T. PAN NO. ALJPS 7014A), s/o Late Parthosarathi Sinha, by faith Hindu, by occupation Businessman, by nationality Indian, residing at Premises No. 10, Nandi Street, Police Station Gariahat, P.O. Sarat Bose Road, Kolkata – 700 029, Ward No. 86, hereinafter called and referred to as the "OWNER/VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest, nominee(s) and assigns) of the ONE PART.

AND

MESSRS. KANISHK NIRMAN PVT. LTD. (I. T. PAN NO. AADCK 6557G), a Company within the meaning of the Companies Act, 1956 having its registered office at Premises No. 5A, Earle Street, P.S. Ballygunge, P.O. Kalighat, Kolkata 700 026, represented by one of its Directors by virtue of a Board Resolution dated 15.02.2017 Shri Vikram Sikaria (I.T. PAN NO. ALLPS 1646L), son of Mahavir Prasad Sikaria, by faith Hindu, by occupation businessman, by nationality Indian, residing at "SILVER SPRING" 5, J.B.S. Haldane Avenue. Block

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1, Flat No. 16C, P.S. Pragati Maidan, P.O. Dhapa, Kolkata 700 105, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest, nominee(s) and assigns) of the OTHER PART.

WHEREAS by an Indenture duly registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 06, Pages 286 to 297 and being No. 0036 for the year 1934 and made between one Doya Chand Parruck and others, therein called and referred to as the Vendors of the One Part and the Owner/Vendor herein namely Ballyganj Estates Pvt. Ltd., therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed ALL THAT piece or parcel of revenue free land being part of Plot No. 5 measuring an area of about 14 Chittacks 30 Sq. Ft. a little more or less, lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, unto and in favour of the said Purchaser.

AND WHEREAS by an Indenture duly registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 45, Pages 167 to 182 and being No. 1886 for the year 1934 and

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made between one Doya Chand Parruck and others, therein called and referred to as the Vendors of the One Part and the Owner/Vendor herein namely Ballyganj Estates Pvt. Ltd., therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed ALL THAT piece or parcel of revenue free land being other part of Plot No. 5 measuring an area of about 10 Cottahs 05 Chittacks 02 Sq. Ft. a little more or less, lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, unto and in favour of the said Purchaser.

AND WHEREAS the Owner/Vendor herein became the sole and absolute owner in respect of ALL THAT piece or parcel of revenue free land being Plot No. 5 measuring an area of 11 Cottahs 03 Chittaks and 32 Sq. Ft. a little more or less lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, within the local limits of the Calcutta Municipal Corporation, District 24 Parganas (South) and presently within the local limits of the Kolkata Municipal Corporation and now known and renumbered as Premises No. 220A, Rash Behari

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Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), Assessee No. 110682200431, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the Said Property, free from all encumbrances, liens, charges, attachments, trusts, lispendences whatsoever and howsoever.

AND WHEREAS the owner herein is thus seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of revenue free land being Plot No. 5 measuring an area of 11 Cottahs 03 Chittaks and 32 Sq. Ft. a little more or less lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, within the local limits of the Calcutta Municipal Corporation, District 24 Parganas (South) and presently within the local limits of the Kolkata Municipal Corporation and now known and renumbered as Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), Assessee No. 110682200431, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the Said Property free from all encumbrances, liens, charges, trusts, attachments and lispendences whatsoever and howsoever and got its names mutated and/or

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recorded in the records of the Kolkata Municipal Corporation in respect of the Said Property.

AND WHEREAS the Developer on behalf of the Owner has got a plan sanctioned being Sanction Plan No. 2018080032 dated 26.07.2018 from the Kolkata Municipal Corporation for construction of G+III storied building at the said property.

AND WHEREAS in addition to the above, the Owner has represented to the Developer as follows:-

- a) That the Owner is the sole and absolute Owner in respect of the said property more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the said property and no other person has any right, title, interest, or claim/demand whatsoever and howsoever over and in respect of the said property or any part thereof.
- b) That the said property is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever and howsoever and there is no defect in the title of the Owner and the Owner has a good, clear and marketable title in respect of the said property and every part thereof.
- c) That the said property is in actual physical and khas possession of the Owner.

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- d) That no mortgage or charge has been created by the Owner by deposit of the title deeds or otherwise over and in respect of the said property or any part thereof.
- e) That there is no legal impediment or bar on the part of the Owner to sell, assign, transfer or enter into this Agreement with the Developer herein.
- f) That the said property or premises is not subject to any acquisition or requisition proceeding and the Owners have no knowledge of and has/have not received any notice to that effect from any authority or authorities.
- g) That no certificate case is pending for realization of any taxes from the Owner.
- h) That no suit or proceeding is pending in any court or before any other authority regarding the title or of any other nature in respect of the said property or any part thereof.
- i) That the Owner has not entered into any Agreement for sale, assign, transfer or lease out of the said property or any part thereof with any other person or persons whosoever and/or any other agreement whatsoever in respect of the said property or any part thereof.
- j) That no taxes in respect of the said property is due to the Kolkata Municipal Corporation and/or any other authority or

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authorities and all taxes upto 31.03.2017 shall be borne, paid and discharged by the Owner.

AND WHEREAS relying upon the aforesaid representations of the Owners and believing the same to be true and acting on good faith and on the Owner's agreeing to get the said property developed through the Developer herein, and to erect construct and complete the new building as per sanction plan and to bear all costs of construction and to share and/or disburse among themselves the entire consideration money as may be realized from the sale of the said entire constructed space and/or car parking spaces in the ratio 50:50, besides Rs. 25,00,000/- (Rupees Twenty Five Lacs) only paid/to be paid by the Developer to the Owner/Vendor, the Developer has parted with the money and agreed to develop the said property on the terms and conditions as agreed and in terms thereof the Developer on behalf of the Owner has got a plan sanctioned being Sanction Plan No. 2018080032 dated 26.07.2018 from the Kolkata Municipal Corporation for construction of G+III storied building at the said property.

AND WHEREAS the parties intend to confirm the same in writing and get the same registered.

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

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ARTICLE -1: DEFINITION

That unless there be anything contrary to the subject or context:

- 1.1. OWNER shall mean the said Ballyganj Estates Private Limited and included its successors or successors-in-interest and nominee(s) and/or assign(s).
- 1.2. DEVELOPER shall mean the said M/s. KANISHK NIRMAN PRIVATE LIMITED and its successor or successors, nominee or nominees and assigns.
- THAT piece or parcel of revenue free land being Plot No. 5 measuring an area of 11 Cottahs 03 Chittaks and 32 Sq. Ft. a little more or less lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, within the local limits of the Calcutta Municipal Corporation, District 24 Parganas (South) and presently within the local limits of the Kolkata Municipal Corporation and now known and renumbered as Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), Assessee No. 110682200431, more fully and particularly described in the

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Schedule hereunder written and hereinafter referred to as "the Said Property".

- 1.4. OLD BUILDING shall mean the structure at present existing at the said property i.e. three storied structure.
- 1.5 NEW BUILDING shall mean the building or buildings to be constructed at the said property in accordance with the sanctioned plan of the Kolkata Municipal Corporation and/or other appropriate authority or authorities.
- stairways, sufficient driveways for cars, lift and lift room, installations of central services being pump room, tube well, underground and overhead water tank, water pump and motor with fans, electric meter room, watchman room, intercom facility, fire escapes, common entrance and exit, ducts and other facilities which may be provided as mutually agreed upon between the parties and required for the establishment, enjoyment, maintenance and/or management of the NEW BUILDING.
- 1.7. OWNER'S REVENUE SHARE shall mean Rs. 25,00,000/(Rupees Twenty Five Lacs) only plus 50% (Fifty percent) of the

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entire consideration money as may be realised from sale of the entire constructed area and/or car parking spaces.

- 1.8. DEVELOPER'S REVENUE SHARE shall mean 50% (Fifty percent) of the entire consideration money as may be realised from sale of the entire constructed area and/or car parking spaces.
- 1.9. SANCTIONED PLAN shall mean and include the said Sanction Plan No. 2018080032 dated 26.07.2018 and such plan or plans, lay out and specifications to be prepared by the Architect for the construction of the building at the said property as may be further sanctioned by the Kolkata Municipal Corporation or such other authority or authorities and shall include modified sanction plan.
- 1.10. APARTMENTS shall mean and include the individual unit or units and/or area in the NEW BUILDING or BUILDINGS at the said property available for independent use and occupation for residential and/or commercial purpose by the prospective buyer or buyers including the Owner/Developer and their respective nominee or nominees together with the proportionate share in the common facilities and amenities.

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- 1.11. TRANSFEREE SHALL mean a person, firm, limited company, association of persons to whom any space in the NEW BUILDING or BUILDINGS will be transferred by separate deed of agreement, transfer/conveyance.
- 1.12. Words importing singular shall include plural and vice versa.
- 1.13. Words importing Masculine Gender shall include Feminine and Neutral Genders, Likewise words importing Feminine Gender shall include Masculine and Neutral Genders.

ARTICLE -II : COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

ARTICLE -III : SCOPE OF THE AGREEMENT

3.1. The Developer shall at its cost develop and construct upon the said property the NEW BUILDING or BUILDINGS in accordance with the Plan as may be sanctioned and pay or caused to be paid to the Owner, the Owner's Revenue share as aforesaid and in lieu thereof the Owner shall sell, assign and/or transfer, the said land at the said property by executing and registering the deed(s) of transfer in favour of various purchasers as may be selected/nominated by the Developer and the Owner/Vendor

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shall not be entitled to any further consideration money there from. The cost, charges for all such transfers in favour of the Purchaser and/or its nominee or nominees shall be borne by the Ultimate Purchaser of the respective units.

ARTICLE -IV: CONSIDERATION

In consideration of the Developer having agreed to develop, 4.1. erect construct and complete the NEW BUILDING or BUILDINGS at the said property and to commercially exploit the said property in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and/or other competent authority or authorities and agreeing to pay and/or caused to be paid to the Owner's Revenue Share to the Owner, the Owner has agreed to sell, assign and/or transfer the undivided proportionate share in the said land and premises, to the Developer and/or its nominee or nominees and execute and register the Deed of Conveyance in favour of the intending purchaser(s) and the Owner/Vendor shall not be entitled to any further consideration money there from. The Owner has handed over all original Title Deeds to the Developer herein and has delivered vacant khas and peaceful possession of the said property to the developer.

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- 4.2. That since the Developer has been investing huge amount and has also paid Rs. 25,00,000/- to the Owner on account of Owner's Revenue Share in advance as aforesaid, the Developer shall be entitled to receive and appropriate its entire consideration money (50% share of the total constructed area) from sale of the flats/constructed area/car parking spaces at the said property.
- 4.3. The Developer shall bear all costs, charges and expenses for construction of the NEW BUILDING or BUILDINGS at the said property and the Developer has at its own cost has obtained building(s) sanction plan from the Kolkata Municipal Corporation.
- 4.4. The Developer shall be at the sole liberty to engage various professionals like. Legal Advisors, Architects, R.C.C. Consultant and/or Constructors, Contractors or any other professional of their own choice as may be required from time to time and they shall take steps on behalf of the Developer in respect of the constructional work of the said NEW BUILDING or BUILDINGS.

ARTICLE -V :OWNER'S OBLIGATION

5.1 The Owner shall co-operate with the Developer for obtaining any additional sanction of the building plan, if any, from the Kolkata Municipal Corporation as may be required for

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construction of the New Building at the said property, to implement this agreement in its true spirit and for smooth running of the construction work and agree to sign execute and register all papers and documents as may be required from time to time for the said purpose.

ARTICLE -VI : OBLIGATION & POSSESSION

6.1 The Owner have already delivered vacant, khas and peaceful possession of the said property to the Developer and the Developer shall complete the entire constructed work, as per specification mentioned in the Second Schedule hereunder written within 36 (Thirty Six) months (+/- 06 six) months grace periods) from the date of sanction of the Building Plan and obtain Completion and Occupancy Certificate and sewerage connection from the Kolkata Municipal Corporation and other authority or authorities. The period of construction has been and may be extended mutually.

ARTICLE -VII: DEVELOPER'S RIGHTS AND OBLIGATIONS

7.1 The Owner hereby grant, subject to what has been provided herein, an exclusive right to the Developer to do all such acts, deeds and things as may be necessary for the Development of the said property including construction of NEW BUILDING or

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BUILDINGS in terms of the sanctioned building plan, lay outs and specifications, with or without modifications as may be made or caused to be made by the Architect and duly approved by the competent sanctioning authority and also to commercially exploit the same by entering into agreement for sale, transfer and/or conveyance of the constructed spaces in terms of these presents and to construct and provide the necessary common facilities and amenities as may be necessary.

- 7.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining building sanction plan and/or modified sanction plan from the appropriate authorities shall be prepared and submitted by the Developer in the name of the Owner at its own costs and expenses and the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for the said property PROVIDED HOWEVER that the Developer shall be exclusively entitled to refunds of all payments and/or deposits made by the Developer.
- 7.3 The Developer shall be entitled to demolish the existing structures through its own contractor at its own costs and expenses. The salvage materials arising there from shall

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belong to the Developer who shall be free to deal with the same in the manner it may deem fit and proper.

- 7.4 That after the demolition of the existing structure, the Developer shall start construction and complete the construction of the **NEW BUILDING or BUILDINGS** in terms of the Sanctioned Plan within a period of 36 months (+/- 06 months grace periods) from the date of sanction of the Building Plan, subject to force majeure.
- 7.5 That the Developer for self and on behalf of the owner shall be entitled to sell, assign, transfer, convey and part with possession and to enter into such agreement or agreements and for such consideration, as it may in its absolute discretion deem fit and proper and realize appropriate/disburse the consideration money in terms of this agreement.
- 7.6 The Developer shall be entitled to and the Owner doth hereby agree to grant to the Developer and/or its nominee or nominees, general Power of Attorney which is required inter alia for the purpose of obtaining necessary permissions, sanction and/or revised sanctions/modified sanction from the Kolkata Municipal Corporation and/or other different authority or authorities in connection with the construction of the NEW BUILDING or BUILDINGS at the said property and

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the respective sits a highlighning so the area was not

for giving effect to this Agreement including execution and registration of the Deed of Conveyance/Transfer in respect of the constructed area/flat in favour of the intending purchaser or purchasers. The said Power shall remain irrevocable.

7.7 The Developer doth hereby agree and covenant with the Owner not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said property or any part thereof including deposit of original title deeds and other documents as from the date hereof save as mentioned herein.

ARTICLE -VIII :OWNERS' RESTRICTIONS

- 8.1 The Owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said NEW BUILDING or BUILDINGS at the said property by the Developer.
- 8.2 The Owner has not entered into any agreement for sale, transfer, let out or lease out or development agreement or any other agreement whatsoever with any other person or persons in respect of the said property and the Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from constructing selling, assigning and/or disposing of and/or

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parting with possession of any area in the **NEW BUILDING or BUILDINGS** at the said property.

8.3 The Owner hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge any portion of the said property.

ARTICLE - IX : BUILDING

- 9.1 The NEW BUILDING or BUILDINGS at the said property will be constructed in accordance with the Sanctioned Plan modified sanction plan or the plan as may be regularized by the appropriate authority and as per the specifications mentioned in the SECOND SCHEDULE hereunder written and with the best quality of the materials.
- 9.2 The Developer shall also construct, erect and complete at its own costs all amenities and common facilities in the NEW BUILDING or BUILDINGS.
- BUILDINGS at its own cost, lift, pump with pump house/room, water storage tank, overhead reservoir, drainage, sewerage, sanitary facilities, intercom facilities, electrification, permanent electric connection from CESC Ltd. as per specifications and drawings provided by the Architect and sanctioned by the appropriate authorities. It is further agreed

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that until permanent electric connection from CESC Ltd. is obtained, temporary electric connection shall be provided as are required to be provided in a building in Kolkata having self contained apartments for prospective occupants of the flats/offices thereon on Ownership basis on mutually agreed terms. The Developer shall be entitled to realise the proportionate deposits and all other expenses for the HT/LT electric connection, generator, Association formation charges and other additional facilities from all the purchasers proportionately or as may be mutually settled. The realization as may be made by the Developer for the aforesaid purpose shall not be distributed between the Owner and the Developer and shall remain out of the purview of Revenue Sharing.

ARTICLE - X : APARTMENTS

- 10.1 The Developer shall construct self contained apartments in the NEW BUILDING or BUILDINGS in terms of the sanctioned plan, lay outs and specifications and as agreed between the Developer/ Owner and Prospective buyers of the apartments for their use for residential and/or commercial purpose.
- 10.2 With regard to the deeds and documents to be executed between the Owner and/or the Developer and the intending

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purchaser(s) for sale, transfer and assignment of their respective Allocation, the Owner and the Developer shall join/enter in the Deed of Agreement/Conveyance of the said transfer.

ARTICLE - XI : TITLE DEEDS

- Title Deeds and other documents in respect of the said property. The said Title Deeds and other documents shall be retained by the Developer as security for the purpose of fulfillment of this Agreement and the said property shall remain charged with the Developer for the amounts paid to the owners and/or amounts invested till the completion of the property and/or the entire account is settled between the parties. The developer doth hereby agree to allow the Owner/Vendor to inspect the original titles deeds and other documents from time to time, if required.
- 11.2 The said original Title Deeds in respect of the said property shall be delivered by the Developer to the Association and/or Society as may be formed for the maintenance of the common facilities in the NEW BUILDING or BUILDINGS and the said property.

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ARTICLE - XII : MISCELLANEOUS

- 12.1 The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Parties are prevented from enjoying, selling, assigning and/or disposing of Units/Constructed space in the NEW BUILDING.
- bear all costs of property taxes, dues and outgoings in respect of the said property until the construction of **NEW BUILDING**or BUILDINGS in terms of this Agreement is completed. Such portions of the property taxes, dues and outgoing in respect of the said property as it relates to the period prior thereto shall be responsibility of the Owner. On and from the date of notice for handing over possession to the prospective purchaser or purchasers, all taxes dues and outgoing corresponding thereto shall be paid and borne by the respective purchaser or purchasers and the taxes and outgoings for the area remains unsold, shall be borne, paid and discharge by the parties in the ratio of 50:50.
- 12.3 The owner shall be solely responsible for any dispute or encumbrances with regard to the said property and shall at their own costs get the same cleared and all taxes and

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outgoings of any nature in respect of said property including arrears shall be the responsibility of the owner save and except the period of construction.

- 12.4 After the completion of the construction of the building, the Owner and the Developer shall jointly frame the Scheme for the maintenance and management of the said NEW BUILDING or BUILDINGS. The Owner and the Developer and/or the Purchasers shall be bound to abide by the rules and regulations as may be framed for the maintenance of the NEW BUILDING or BUILDINGS at the said property by the unregistered Association/Society to be formed.
- 12.5 The restrictions for use intended for common benefits for all occupiers of the building, including payment of proportionate maintenance charges shall be applicable to all the occupiers/purchasers of the New Building.
- Neither party shall use, nor permit the use of the area in the NEW BUILDING or BUILDINGS, nor any portion thereof, for any purpose which may cause any hazard to the other occupiers of the building.
- 12.7 Except municipal taxes as above, all taxes, and other impositions including GST (Goods and Services Tax), if

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applicable shall be borne, paid, discharged and/or reimbursed by the Ultimate Purchaser of the respective units. The input credit for the GST (Goods and Service Tax) shall be availed by the Developer and not the owner.

- 12.8 In the event, any additional/further floor/area is sanctioned by the Kolkata Municipal Corporation or any other authority or authorities, then the owner shall be entitled to the proportionate share of revenue/consideration of the said floor/area in the 50:50 (Fifty:fifty) ratio.
- Housing Industries Development Act both the parties herein shall open a Bank Account in their joint names and shall deposit the entire Sale -proceeds therein, and after duly audited by a Chartered Accountant the parties shall distribute 70% of the total sale proceeds between themselves and the remaining 30% shall go to the Developer's share on account of construction cost

ARTICLE - XIII : INDEMNITY

13.1 The Developer undertakes to indemnify the Owner against all damages costs and other financial consequences in the event of any claim being made by any statutory authorities or by any third party on account of any breach of rules, law or we have not their part exercis that charts were out in many a

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regulations or on account of any damage caused to third party in the course of construction in respect of the said property.

- 13.2 The Developer also agrees to indemnify the Owner against all claims that may be made by its employees working at the said premises engaged for construction work and at no point of time such employees of the Developer shall be treated or become employees of the Owner.
- 13.3 Similarly the Owner doth hereby agree and undertake to indemnify the Developer or its nominee for any loss and damage that may be suffered by the Developer for any act or omission of the Owner.

ARTICLE - XIV : DEFAULT

14.1 In case the Developer fails to complete the construction of the building within the stipulated time of 36 months (+/- 06 months grace periods) from the date of sanction of the Building Plan in respect of the said land and premises, as mentioned herein above subject to the force majeure clause, then in that event, the time shall be extended accordingly and in case of any further delay, the Developer herein shall be liable to pay Delay Charges @ Rs. 10,000/- (Rupees Ten Thousand only) per month of delay, payable by the Developer to the Owner.

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14.2 In case of default by either party, this Agreement shall not and cannot be cancelled without the written consent of the other and in case of any breach, each party shall be entitled to refer the matter to an Arbitrator as hereinafter mentioned.

ARTICLE - XV : FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the force majeure.
- 15.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, suits, legal disputes, clearance from authority concerned delay in obtaining completion certificate and/or any other act or ommission beyond the control of the parties hereto.

ARTICLE - XVI : ARBITRATION

16.1 In case of any dispute, difference and/or question arising out of and concerning this Agreement between the parties hereto the matter will be referred to the Arbitration of sole Arbitrator to be mutually agreed upon between the parties and the

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decision of the said Arbitrator shall be final conclusive and binding upon the parties.

ARTICLE - XVII : JURISDICTION

17.1 The High Court at Kolkata and the Courts subordinate thereto alone shall have the jurisdiction to try and entertain all disputes relating to this Agreement and in connection with the construction work and related matters.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of revenue free land being Plot No. 5 measuring an area of 11 Cottahs 03 Chittaks and 32 Sq. Ft. a little more or less lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, within the local limits of the Calcutta Municipal Corporation, District 24 Parganas (South) and presently within the local limits of the Kolkata Municipal Corporation and now known and renumbered as Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), Assessee No. 110682200431, as shown and delineated in the map or plan annexed

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hereto and bordered RED thereon and butted and bounded as follows:-

ON THE NORTH: By Premises No. 220B, R.B. Avenue & 103 Ft

wide KMC Road

ON THE SOUTH: By Premises No. 1/4 Fern Road & Fern Road

ON THE EAST: By Premises No. 222/1 R.B. Aevenue & 1/3

Fern Road

ON THE WEST: By Premises No. 220B & 220C R.B. Avenue &

1/4 Fern Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Construction : As per sanctioned building plan.

2. Structure : R.C.C. Frame with First class brick

work.

 Plastering : Sand and cement plaster as per required proportions.

4. Doors : Timber Frames with commercial flush doors, Magic eye and Mortise Lock/Latch at main doors.

Windows : Aluminum sliding windows.

Grills : M.S. Grill at windows.

7. Flooring : All floors shall be marbled except the

Parking and open spaces and staircases.

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- 8. Toilets: One European type Commode and Chromium plated fittings and decorative glazed tiles on walls upto 6 (Six) feet height.
- 9. Kitchen : Granite top on cooking counter, Stainless Steel Sink and taps and glazed tiles upto 2 (Two) feet above the counter.
- 10. Electrical works: Concealed copper wiring and plastic moulded switches. 5 points to each room, one 15 Amp plug point and one light point each in toilet and Kitchen and calling bell arrangement at main door. Adequate lights in the common areas. However if the Owners/Vendor require any extra point and/or connection, the Developer do hereby agree to provide the same at the request and cost of the Owners/Vendor.
- 11. Internal Finish : Inside walls finished with Plaster of paris.
- 12. External Finish : Outside walls finished with decorative cement based paints.
- 13. Water Supply : ISI quality pipeline underground and overhead water reservoir with B.E. pump and motor for distribution to every apartment/unit.
- 14. Lift : Lift of reputed make.

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

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

WITNESSES:-

1. Suntal Agramal. 227/19, A.J. C.BoseRd. 8+R.F. H. Flat & A. Kol-20. 510. Late M.L. Agramal.

2. Mainsty Salan 257, Bonguz Juenne Blk-A. Kol-55. FOR BALLYGANUESTATES PVELTO.

OWNER/VENDOR

SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata in

the presence of:-

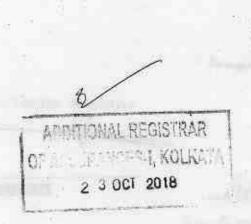
WITNESSES:-

1. Sushil Agrand.

NANISHK NIRMAN -VI. LTL

2. Mainsh Jalan. 257, Bangur Annic.

DEVELOPER



MEMO OF CONSIDERATION

CHQ NO.	DATED	FAVOURING	AMOUNT(Rs)
469593	21.02.17	Ballygang Estates Pvt. Ltd.	Rs. 2,00,000
520278	21.02.17	Ballygang Estates Pvt. Ltd.	Rs. 1,31,580
520289	24.10.17	Ballygang Estates Pvt. Ltd.	Rs. 1,00,000
520294	16.03.18	Ballygang Estates Pvt. Ltd.	Rs. 1,00,000
406939	30.08.18	Ballygang Estates Pvt. Ltd.	Rs. 2,00.000
406940	04.09.18	Ballygang Estates Pvt. Ltd.	Rs. 2,50,000
469945	23.10.18	Ballygang Estates Pvt. Ltd.	Rs.10,00,000
406946	23.10.18	Ballygang Estates Pvt. Ltd.	Rs. 5,18,420
	NO. 469593 520278 520289 520294 406939 406940 469945	NO. 469593 21.02.17 520278 21.02.17 520289 24.10.17 520294 16.03.18 406939 30.08.18 406940 04.09.18 469945 23.10.18	NO. 469593 21.02.17 Ballygang Estates Pvt. Ltd. 520278 21.02.17 Ballygang Estates Pvt. Ltd. 520289 24.10.17 Ballygang Estates Pvt. Ltd. 520294 16.03.18 Ballygang Estates Pvt. Ltd. 406939 30.08.18 Ballygang Estates Pvt. Ltd. 406940 04.09.18 Ballygang Estates Pvt. Ltd. 469945 23.10.18 Ballygang Estates Pvt. Ltd.

Total Rs. 25,00,000/-

(Rupees Twenty five Lacs) only

WITNESSES:

1. suchil Aggral.

2. Maush Jalan

FOR BALLYGANUESTATES PUT LITE.

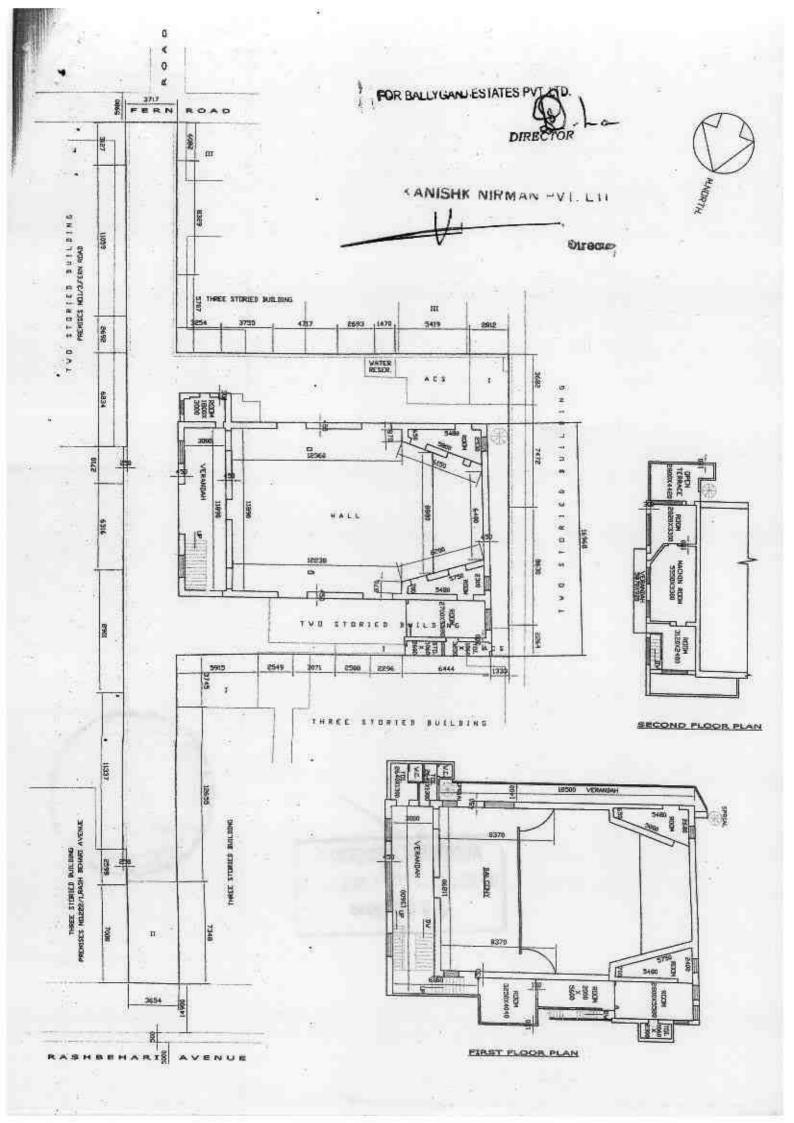
OWNER/VENDOR

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SPECIMEN FORM FOR TEN FINGERPRINTS

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	Right Hand					
· i	Left-	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Hand					
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	Right Hand				nger	
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ОТО	Left	Little Finger		Middle Finger	Fore Finger	

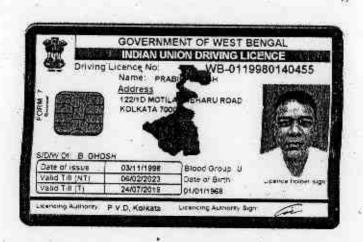
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LMVCAB LMV-GV	26/07/2007
EMY-GV	26/07/2007





KANISHK NIRMAN DVT. LTD

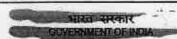














विक्रम सिकारिया Vikram Sikaria DOB: 11-07-1972 Gender:Male



5596 0374 6973

आधार- आम आदमी का अधिकार





भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

अतम्बर महावीर प्रसाद विकारिया, 5 जे.स.पत. होतावेन प्रसाद विकारिया, 5 जे.स.पत. होतावेन प्रसाद, कोतकाता. (उक्त), पापा, कोतकाता, कोतकाता. केस्ट बंगात, 700105 Address: S/o: Mahavir Prasad Sikaria, 5 [b.s. Haldane Avenue, Kolkata (mc), Dhapa, Kolkata, Kolkata, West Bengal, 700105







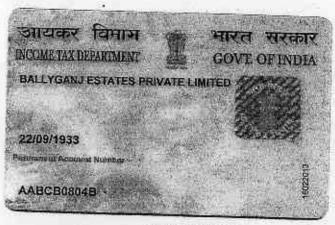












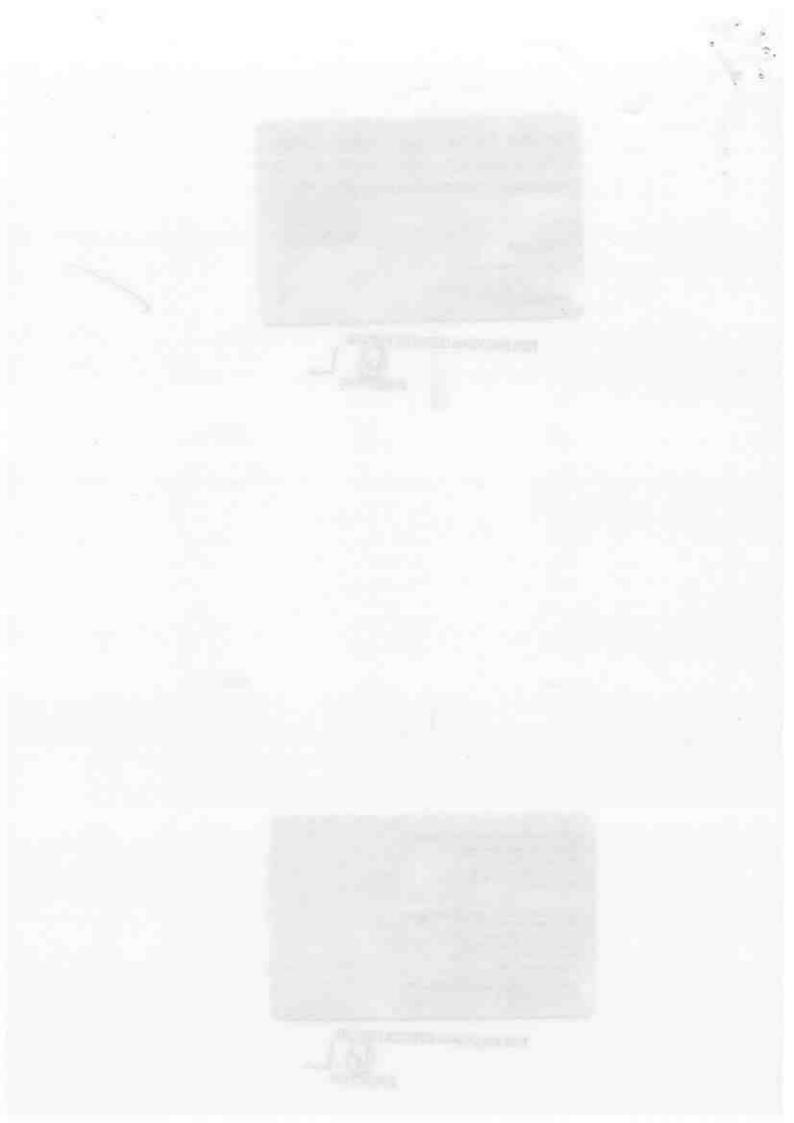
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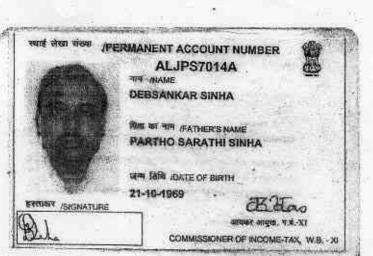
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If this card to lost a monomers but eard to found please inform a return to a laconic Tax PAN Services Half, NSDL and Elion, Sapphire Chambers, New Haner Telephone Exchange, Banar, Pune -411-045

Tel: 91-20-2721 8080 Fax; 91-20-2721 8081 e-mail: thinfogladfich.ir

FOR BALLYGANJ ESTATES PVELTD





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इस कार्ड के थो / पिल जाने पर कृष्या आरी करने बाले प्राधिकारी को सूचिल / यापस कर दें संयुक्त आयबार आयुक्त(मद्धित एवं त्तवानीकी), पी-7, चीरंगी स्वयायर, कलकता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcutta-700 069.

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भारत संस्वार MILLS WERNWEST CHRESA

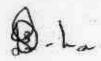


দেবশঙ্কর সিলহা Debsankar Sinha DOB: 21-10-1969 Gender:Male



5795 4838 0693

जाम आदमी का अधिकार





Address:

১০, নলী খ্রীট, রামবিষাধী হন্তিবিউ, 10, Nandy Street, Rashbehari শ্বক বোদ ব্যেত এম.ড, কোলকাডা, Avenue, Sarat Bose Road S.o, গতিমবাম, 700029 Kolkata, West Bengal, 700029









WWW P.O. Box No. 1947, www.uidel.gov.in Bengaluru-560 001





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

GRN:

19-201819-029943708-1

Payment Mode

Online Payment

GRN Date: 22/10/2018 19:11:41

Bank:

ICICI Bank

BRN:

1561054187

BRN Date: 22/10/2018 19:16:24

DEPOSITOR'S DETAILS

ld No.: 19010001632040/4/2018

[Query No./Query Year]

Name:

KANISHK NIRMAN PRIVATE LIMITED

Contact No.:

9830024644

Mobile No.:

+91 9830024644

E-mail:

Address:

5AEARLE STREET KOLKATA 700026

Applicant Name:

Mr Dilip Kumar Pal

Office Name:

Office Address :

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 4

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010001632040/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	75011
2	19010001632040/4/2018	Property Registration-Registration Fees	0030-03-104-001-16	25105

Total

100116

In Words:

Rupees One Lakh One Hundred Sixteen only

Major Information of the Deed

Deed No :	I-1901-08010/2018	Date of Registration	23/10/2018	
Query No / Year	1901-0001632040/2018	Office where deed is r	egistered	
Query Date	22/10/2018 2:25:44 PM	A.R.A I KOLKATA, DI	A CONTRACTOR OF THE PARTY OF TH	
Applicant Name, Address & Other Details	Dilip Kumar Pal Alipore Police Court, Thana: Alip Mobile No.: 9836337643, Status	Alipore, District : South 24-Parganas, WEST BENGAL atus :Advocate		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value		Market Value		
		Rs. 8,55,90,223/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75.021/- (Article:48(g))	XXXXXXX	Rs. 25;105/- (Article:E, E, B, M(a), M(b), I)		
Remarks .	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip (Urba	

Land Details:

District: South 24-Parganas, P.S.- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rash Behari Avenue, Road Zone: (Gariahat Road Crossing -- Farn Road Crossing (Ward No. 85,86,90,68)),, Premises No. 220A, Ward No. 068

Sch No	Plot Number	Khatian Number	Land Proposed	Area of Land		Market Value (In Rs.)	Other Details
L1	*		Bastu	11 Katha 3 Chatak 32 Sq Ft	X		Property is on Road
	Grand	Total:		18.5327Dec	0 /-	855,90,223 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	BALLYGANJ ESTATES PRIVATE LIMITED 220A, Rash Behari Avenue, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, PAN No.:: AABCB0804B, Status:Organization, Executed by: Representative, Executed by:

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	MESSRS KANISHK NIRMAN PVT. LTD. 5A, Earle Street, P.O Kalighat, P.S Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No.:: AADCK6557G, Status: Organization, Executed by: Representative

Major Information of the Deed :- I-1901-08010/2018-23/10/2018

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Representative Details:

No.	Name,Address,Photo,Finger			
1	Name	Photo	Finger Print	Signature
	Shri Debsankar Sinha Son of Late Parthosarathi Sinha Date of Execution - 23/10/2018, , Admitted by: Self, Date of Admission: 23/10/2018, Place of Admission of Execution: Office			\$\ha/
		Oct 23 2018 12:49PM	LTI 23/10/2018	23/10/2018

10, Nandi Street, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALJPS7014A Status: Representative, Representative of: BALLYGANJ ESTATES PRIVATE LIMITED (as Director)

2	Name	Photo	Finger Print	Signature
	Shri Vikram Sikaria (Presentant) Son of Mahavir Prasad Sikaria Date of Execution - 23/10/2018, , Admitted by: Self, Date of Admission: 23/10/2018, Place of Admission of Execution: Office			±₩
		Oct 23 2018 12:49PM	LTI 23/10/2018	23/10/2018

Silver Spring 5, J.B.S. Haldane Avenue, Bl 1, Fl. 16C, P.O.- Dhapa, P.S.- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALLPS1646L Status: Representative, Representative of: MESSRS KANISHK NIRMAN PVT. LTD. (as Director)

	Name & address
Mr Prabir Ghosh Son of Late Balai Ghosh 122/1B, Motilal Nehru Roa	ad, P.O Sarat Bose Road, P.S Lake, District: South 24 December, West Bosses, in Sec.
700029, Sex: Male, By Ca Vikram Sikaria	aste: Hindu, Occupation: Service, Citizen of: India, . Identifier Of Shri Debsankar Sinha, Shri

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
	BALLYGANJ ESTATES PRIVATE LIMITED	MESSRS KANISHK NIRMAN PVT. LTD18.5327 Dec			

Major Information of the Deed :- I-1901-08010/2018-23/10/2018

Owner and Land or Building Details as received from KMC:

Sch. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No.: 110682200431 Premises No.: 220A Ward No.: 068 Street Name: RASH BEHARI AVENUE	Ref Deed No.: Date Of Registration : Office Where Registered :	ESTATE PRIVATE LIMITED.	Character of Premises: Total Area of Land: 11 Cottah, 03 Chatak 30 SqFeet,

Endorsement For Deed Number: I - 190108010 / 2018

On 22-10-2018

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 8,55,90,223/-

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Debasis Patra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 23-10-2018

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.

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

Presented for registration at 12:23 hrs on 23-10-2018, at the Office of the A.R.A. - I KOLKATA by Shri Vikram Sikaria

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

Execution is admitted on 23-10-2018 by Shri Debsankar Sinha, Director, BALLYGANJ ESTATES PRIVATE LIMITED, 220A, Rash Behari Avenue, P.O.- Ballygunge, P.S.- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mr Prabir Ghosh, . , Son of Late Balai Ghosh, 122/1B, Motilal Nehru Road, P.O. Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Service

Execution is admitted on 23-10-2018 by Shri Vikram Sikaria, Director, MESSRS KANISHK NIRMAN PVT, LTD., 5A, Earle Street, P.O:- Kalighat, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr Prabir Ghosh, , , Son of Late Balai Ghosh, 122/1B, Motilal Nehru Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,105/- (B = Rs 25,000/-,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 25,105/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2018 7:16PM with Govt. Ref. No: 192018190299437081 on 22-10-2018, Amount Rs: 25,105/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1561054187 on 22-10-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1901-08010/2018-23/10/2018

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Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 43094, Amount: Rs.10/-, Date of Purchase: 08/06/2010, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2018 7:16PM with Govt. Ref. No. 192018190299437081 on 22-10-2018, Amount Rs: 75,011/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1561054187 on 22-10-2018, Head of Account 0030-02-103-003-02

Lily.

Debasis Patra

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2018, Page from 330809 to 330857 being No 190108010 for the year 2018.



Digitally signed by DEBASIS PATRA Date: 2018.10.25 14:47:09 +05:30 Reason: Digital Signing of Deed.

Dalay.

(Debasis Patra) 10/25/2018 2:47:04 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)