I-4140/18



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Alipore, South 24 Parganas

SUPPLIMENTARY DEED OF DEVELOPMENT AGREEMENT

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2 6 JUN 2018 009737 MIS VIJAY KAKSHMI ASSOCIATE

Rupees 1001-

Samirah Sas Stamp Vendor Alipore Police Court South 24 Pgs., Kol-2



Joy Chak Jeaboury Jistrict Sub-Registrar-1. Registrar U/S 7(2) of Manufacture South 24 Parganas Laskopre pengrabugan 101-153 PS-Sonoprot Busines

Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata - 700-001, represented by its partners: -

- SRI RAKESH KUMAR CHAMRIA (PAN: ABYPC1408K) son of late Ram Niwas Chamria, by faith - Hindu, by Nationality - Indian, by occupation - Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata - 700 001.
- (2) SHIYAJI SILK MILLS PVT. LTD. (PAN: AAECS4748Q), a company registered under the companies Act, 1956 being its registration no: CIN-U17299WB1991PTC050791 of 1991 and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one director, SRI RAKESH KUMAR CHAMRIA S/o Late Ram Niwas Chamria.
- (3) SRI VANSH CHAMRIA (PAN : BIRPC7621M) son of Sri Rakesh Kumar Chamria, by faith Hindu, by Nationality Indian, by occupation Business of 35 Armenian Street, P.S. Barra Bazar, P.O. Barra Bazar, Kolkata 700 001, hereinafter jointly called and referred to as the "OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors-in-office legal representatives, successors, nominees and assigns) of the "FIRST PART"

AND

(1) SRI NARAYAN CHANDRA GHOSH (PAN: AGXPG8064F) son of Late Haran Chandra Ghosh residing at 1901, Mukundapur E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 and (2) SRI ANIL CHANDRA GHOSH (PAN: AGKPG0595N) son of Late Surendra Chandra Ghosh, residing at 2081, Chak Garia (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata - 700 075 both by faith - Hindu, both by Occupation - Business, carried on under the name and style of "M/S. VIJAYLAKSHMI ASSOCIATE" (PAN: AANFV7148M) a partnership firm, having its office at 1901, Mukundapur, E-20 Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, hereinafter called and referred to as



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the "PROMOTERS / BUILDERS / DEVELOPERS / CONTRACTORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors-in-office, nominees and assigns) of the "SECOND PART"

HISTORY OF THE TITLE OF THE LANDED PROPERTY

WHEREAS one Sri Haridas Das alias Haripada Das (Bairagi), son of Natabar Das purchased ALL THAT piece and parcel of land measuring more or less 67 decimals comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554 of Mouza – Rajpur, J.L. No. 55, under P.S. Sonarpur, District South 24 – Parganas by virtue of a registered Deed of sale dated 5th day of September, 1921 from the then owners Panchanan Das and others for and at a valuable consideration mentioned therein and thereafter said Sri Haridas Das alias Haripada Das (Bairagi) got the property recorded in his name in the Revisional Settlement Records of rights and had been enjoying the same free from all encumbrances by paying rents and taxes regularly to the authority concerned.

AND WHEREAS in course of enjoying the aforesaid property said Sri Haridas Das alias Haripada Das (Bairagi) sold, conveyed and transferred a duly demarcated portion of the land measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 – Parganas unto and in favour of one Sri Bijoy Chandra Agarwal, Son of Late Mulchand Agarwal by and under a deed of sale which was registered on 31/08/1965 before the office of the District Registrar at Alipore and recorded in its Book No. 1, Volume No. 80, Pages from 268 to 273, Being No. 4329 for the year 1965.

AND WHEREAS after purchasing the aforesaid property the said Sri Bijoy Chandra Agarwal became the sole and absolute owner of the aforesaid area of land measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza, - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24-7



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Parganas and while he had been enjoying the same free from all encumbrances said Sri Bijoy Chandra Agarwal died intestate on 08/06/1974 leaving behind surviving his wife Smt. Saroj Rani Agarwal, only son Sri Ajay Chandra Agarwal and three daughters (1) Smt. Sulekha Jindal, wife of Sri Sunil Jindal, (2) Smt. Shikha Bajoria, wife of Sri Kamal Bajoria, & (3) Smt. Sujata Agarwal, wife of Sri Bharat Bhusan Agarwal as his legal heir/ heiresses and successors.

AND WHEREAS the said legal heir and heiresses of Late Bijoy Chandra Agrawal namely Saroj Rani Agarwal, Sri Ajay Chandra Agarwal, Smt. Sulekha Jindal, Smt. Shikha Bajoria & Smt. Sujata Agarwal while had been jointly enjoying their inherited property measuring more or less 19 Cottahs 20 Sq.ft. along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. khatian No. 554, under P.S. Sonarpur, District South 24 - Parganas, they jointly sold, conveyed and transferred the same unto and in favour of one Sri Amalendu Guha Thakurta, son of Sri Sushil Guha Thakurta and Smt. Krishna Thakurta, wife of Sri Amalendu Guha Thakurta by and under a deed of sale which was registered on 09/12/1982 before the office of the District Registrar at Alipore and recorded in its Book No. I, Volume No. 408, Pages from 124 to 132, Being No. 15989 for the year 1982.

ANDWHEREAS after purchasing the aforesaid property said Sri Amalendu Guha Thakurta and Smt. Krishna Thakurta became the absolute joint owners of the aforesaid area of land measuring 19 Cottahs 20 Sq.ft. but as per actual survey the physical measurement of the land appears to be 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under P.S. Sonarpur, District South 24 – Pargagas and mutated their names in the Rajpur Sonarpur Municipality and paid the relevant taxes regularly relating to the said property.

ANDWHEREAS in course of enjoying the aforesaid property free from all encumbrances said Sri Amalendu Guha Thakuta and Smt. Krishna Guha Thakuta jointly sold, conveyed and transferred the said land measuring more or less 18 Cottahs



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5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas which is more fully described in the schedule hereunder written unto and in favour of Sri Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, by and under a deed of sale which was executed on 07/05/2001 and registered on 10/05/2002 before the office of the Addl. District Sub - Registrar at Sonarpur and recorded in its Book No. I, volume No. 59, Pages from 68 to 77, Being No. 3594 for the year 2002.

AND WHEREAS after purchasing the aforesaid property said Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, became the absolute joint owners of the aforesaid area of land measuring more or less 18 Cottahs 5 Chittaks along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 – Parganas and mutated their names in the records of Rajpur – Sonarpur Municipality and also mutated their names before the B.L. & L.R.O Sonarpur vide Mutation Case No. 2239 of 2011 and 2238 of 2011 in respect of the said property which is more fully described in the schedule hereunder written and had been enjoying the same jointly free from all encumbrances, liens, lispendences, charges whatsoever and howsoever.

AND WHEREAS due to urgent need of money, the said Owners therein Sri Narender Kumar Agarwal and Sri Jitender Kumar Agarwal, jointly as Vendors sold, transferred all that piece and parcel of Bastu land measuring more or less 18 Cottahs 5 Chittaks oo Sft more or less along with one old dilapidated building standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, under Rajpur Sonarpur Municipality, P.S. Sonarpur, District South 24 – Parganas more fully and particularly mentioned in the SCHEDULE hereunder written to "PLEASANT HOMES" a partnership Firm, registered under the provisions of Indian partnership Act, 1932, having its registered office at 35, Armenian



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Street, P.S. Barra Bazar, Kolkata - 700 001, at present as per Deed of Reconstituted

Partnership dated 1st day of October 2017, represented by its Partners viz.— (1) SRI RAKESH KUMAR CHAMRIA son of late Ram Niwas Chamria, by faith – Hindu, by Nationality – Indian, by occupation – Business of 35, Armenian Street, P.S. Barra Bazar, Kolkata – 700 001, (2) SHIYAJI SILK MILLS PVT. LTD., a company registered under the companies Act, 1956 being its registration no. CIN-U17299WB1991PTC050791 of 1991 and having its registered office at 35, Armenian Street, Kolkata-700001 represented by its one authorised director, SRI RAKESH KUMAR CHAMRIA S/o Late Ram Niwas Chamria and (3) SRI VANSH CHAMRIA son of Sri Rakesh Kumar Chamria by faith – Hindu, by Nationality – Indian, by occupation – Business of 35, Armenian Street, P.S. Barra Bazar, Kolkata – 700 001 and the Deed was registered at ADSR Sonarpur and recorded in Book No. I, Being No.04987 for the year 2011 for valuable consideration.

AND WHEREAS after purchasing the aforesaid property said First Party herein, became the absolute owners of the aforesaid area of land measuring more or less 18 Cottahs- 05 Chittaks -00 Sft more or less along with one old dilapidated RTS structure standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 – Parganas Kolkata-700149 and mutated their names in the Assessment records of Rajpur – Sonarpur Municipality being its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149 and also mutated their names before the B.L. & L.R.O Sonarpur in respect of the said property which more fully described in the schedule hereunder written and had been enjoying and possessing the same free from all encumbrances, liens, lispendences, charges whatsoever and howsoever.

AND WHEREAS thereafter for the development of their land the First Party hereof submitted a plan proposal for sanction at Rajpur Sonarpur Municipality and thereafter got the plan sanctioned from the Rajpur Sonarpur Municipality vide sanction plan



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no.1801/CB/26/78 dated 31/03/2014 thereafter revised sanction plan no. 1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality.

AND WHEREAS thereafter the First Party herein "PLEASANT HOMES" a partnership Firm, (as per Deed of Reconstituted Partnership dated 1st day of October . 2017) represented by its present Partners - (1) SRI RAKESH KUMAR CHAMRIA son of late Ram Niwas Chamria, (2) SHIYAJI SILK MILLS PVT, LTD, represented by its one authorised director, SRI RAKESH KUMAR CHAMRIA S/o Late Ram Niwes Chamria and (3) SRI VANSH CHAMRIA son of Sri Rakesh Kumar Chamria as aforesaid as collective lawful owners of their said Bastu lands have decided to construct a multi-storeved building containing residential flat cum commercial system Building as per revised sanction plan, vide no. 1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality on their said bastu land measuring 18 Cottahs 05 Chittaks 00 Sft more or less along with one old dilapidated RTS structure presently standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, comprised in R.S. Dag No. 625 appertaining to R.S. Khatian No. 554, now within the limits of the Rajpur Sonarpur Municipality, under P.S. Sonarpur, District South 24 - Parganas' being its Holding No. 62, N.S. Road, Ward No. 26, Kolkata-700149, through M/S. VIJAYLAKSHMI ASSOCIATE represented by its partners SRI NARAYAN CHANDRA GHOSH son of Late Haran Chandra Ghosh and SRI ANIL CHANDRA GHOSH son of Late Surendra Chandra Ghosh having its office at 1901, Mukundapur E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, the Promoters/Builders/ Developers/ Contractors who have sufficient resources to do so and also experienced Promoters/Builders/ Developers/ Contractors being the Second Party hereof engaged in the various field of building promotion and construction and knowing the same, the Promoters/Builders/ Developers/ Contractors thereafter as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title of the landowners and having been satisfied in all respect regarding the collective lawful right, bonafide interest, un-encumbered possession and marketable title of the landowners in respect of the said premises, the Second Party the Promoters/Builders/ Developers/ Contractors herein have proposed the FIRST PARTY



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/ OWNERS to appoint them as Promoters / Builders / Developers / Contractors to construct a residential cum commercial building on the said land and this firm, i.e. VIJAYLAKSHMI ASSOCIATE and the Owners / the First Party herein have accepted the proposal herein upon discussion between themselves regarding terms and conditions on which the construction of such building can be undertaken and have accepted the terms and conditions as written hereunder and authorizing the said firm herein "M/S. Vijaylakshmi Associate" and its partners herein to erect and or construct building/s as per revised sanction plan Vide Sanction plan No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality comprising of several flats, parking spaces, shops at their own costs and expenses on the aforesaid landed property mentioned in herein Schedule below and to dispose by way of sale or otherwise transfer to the intending purchaser or customers of the said flats, parking space and shops to be constructed thereon by "VIJAYLAKSHMI ASSOCIATE" herein Promoters / Builders / Developers / Contractors and thereafter both parties have mutually agreed to carry on and agreed to complete the proposed project on the principal terms and conditions clearly defined below -

The landowners being the First Party hereof as lawful owners of their said bastu land, now has become desirous of developing the said land by constructing there upon several blocks of multi-storeyed buildings and accordingly, by entering into the Original Agreement for Development as well as by executing a registered development power of attorney already agreed to authorise, empower and permit the party of the Second part hereof and thereby as Promoters/Builders/ Developers/ Contractors to proceed with the proposed development work on said premises in accordance with the aforesaid building plan of the Rajpur Sonarpur Municipality at the costs and expenses of the Promoters/Builders/ Developers/ Contractors hereto, (since obtained).

In this Agreement the following additional expressions shall unless repugnant to the context have the meaning assigned thereto:

 "Building" means all that several blocks of multi-storeyed buildings to be constructed by the promoters/builders/developers on the said bastu land in accordance with the



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revised sanction plan vide No.1363/REV/CB/26/32 dated 04/01/2016 of Rajpur Sonarpur Municipality within the time span of 30 (thirty) months from the date of execution of original deed of development agreement i.e. the 8th day of March 2016 at the costs and expenses of the builders/developers.

- II. "Common Areas" means the areas in the Project Complex meant for common use and enjoyment and includes Path, roads, gardens, passages, open spaces, lobby, staircase, lift and those more fully described in the Schedule-B hereunder but does not include the Saleable Area.
- III. "Common Services" means all essential services, facilities and utilities in the Project Complex such as, water and electricity, lift, plumbing, sanitation, drainage, sewerage etc. and includes all equipments, apparatus, fittings, plumbings required for providing such services facilities and utilities.
- IV. "Customers" means the persons who shall book and / or enter into agreements for purchasing and acquiring the Units and / or Parkings in the Project Complex.
- V. * "Commencement Date" means the date of Original Development Agreement i.e. 08.03.2016.
- VI. "Developers' Allocation" means proportionate Gross Revenue Receipts of the Developer which shall be 57%
- VII. "GRR" or "Gross Revenue Receipts" means the amounts that shall be received and / or generated upon booking or sale or transfer or marketing of the Units and Car Parkings / shops comprised in the Project Complex and interest on delayed payment thereof by the customers but does not include the maintenance deposit or maintenance charges Project Taxes, stamp duty, registration charges etc. which may be received or receivable by the Developer from the Customers.
- VIII. "Lead Owner" means "PLEASANT HOMES" (PAN AAMFP1489Q)
- IX. "Main Path" means the path or passage or roads of the Project Complex connecting the Corporation Road on the southern side of the said Land.
- X. "Maint enance Organization" means any association or organization as shall be formed by the Developer for maintenance of the Project Complex and shall mean the Developer until formation of such maintenance Organization.



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- XI. "Marketing" means marketing of the Project Complex .
- XII. "Marketing Expenses" means all expenses relating to and / or attributable to Marketing of the Project and includes the fees of the marketing agent but does not include the brokerage payable for sale of the Units in the Project Complex.
- XIII. "Miscellaneous Receipts" means all payments received and / or receivable from the Customers other than the Purchase Consideration and includes the following -
- (a) GST on the Purchase Consideration;
- (b) Payment against any extra or additional work carried out by the Developer in any unit;
- (c) Security Deposit;
- (d) Maintenance Charges;
- (e) Legal Fees;
- (f) Payment towards registration of the Sale Deeds including Stamp Duty, Registration Charges and other incidental expenses;
- (g) Any amount receivable by the Developer from the Customers apart from the Purchase Consideration of the Units and Parkings and shops.
- XIV. "M.R. Account" means a separate bank account to be opened by the Developer in its name with any schedule Bank wherein all Miscellaneous Receipts received from the Customers shall be deposited and / or credited
- XV. "Owners' Allocation" means proportionate Gross Revenue Receipts of the .
 Owner which shall be 43%.
- XVI. "Project" means a housing project with commercial spaces if any, to be constructed and developed on the said land by the Developer in terms of this Agreement.
- XVII. "Project Complex" means the said Land together with the buildings and other structures as shall be constructed or developed thereon by the Developer in pursuance of this Agreement.
- XVIII. "Project Hand Over Date" means the date on which the Developer hands over possession of the Units in the Project Complex to the Customers.
- XIX. "Project Taxes" means Goods and Service Tax or any other tax or imposition that may be levied or imposed by the Government on construction, development.



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execution and marketing of the Project Complex.

XX. "Property Tax" means Land revenue and Municipal Taxes levied or leviable on the said land and / or the Project Complex.

XXI. "Proportion" or "Proportionate" means in the context of allocation of the parties shall be the proportion which the Owners' Allocation bears to the Developer's Allocation at any given point of time.

XXII. "Purchase Consideration" means the value and/ or price of the Units and Parkings payable by the Customers for purchasing and / or acquiring the Units and Parkings but does not include GST on the Purchase Consideration or the Miscellaneous Receipts.

XXIII. "Parkings" means covered and open car or scooter parking spaces comprised in the Project Complex.

XXIV. "The said Land" means ALL THAT piece and parcel of revenue paying plot of bastu land ad-measuring total area 18K-05Ch-00Sft more or less together with 500 Sft more or less brick built tiles shed building standing thereon at Rajpur Sonarpur Municipality Holding No. 62, Netaji Subhas Road, Ward No. 26, Mouza Rajpur, J.L.No. 55, R.S. Khatian No. 554, R.S. Dag No. 625, Pargana Madenmollah, Touzi No. 251, Re. Su. No. 109, P.O. Rajpur, P.S. Sonarpur, Dist. 24-Parganas(S), Kolkata 700149 and more fully described in the Schedule-A hereunder.

XXV. "Sale Consideration Account" means an Escrow Account to be opened by the Developer in its name with any schedule Bank wherein all moneys received from the Customers towards the purchase consideration of the Units, and the Parkings comprised in the Project shall be deposited and / or credited.

XXVI. "Units" means the residential flats or commercial spaces if any, comprised in the Project Complex and intended to be sold to the Customers.

XXVII. "Unsold Inventory" shall mean the Units and the Parkings in the Complex which remain unsold at the Closing Date

3. THE LANDOWNERS REPRESENT AND DECLARE AS FOLLOWS:-

a) That the landowners hereof are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land /premises as collective lawful owners thereof.



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- b) That the said bastu lands /premises are free from all encumbrances and the landowners have good, valid and lawful marketable title in all respect relating to the said premises.
- e) That the said land /premises of the landowners are also free from all kind of charges, liens, lispendens, attachment, trust, acquisition and requisition of any nature whatsoever.
- d) That there is no excess vacant land at the said premises within the meaning of the urban land (ceiling and regulation) act, 1976 furthermore, the said premises is not the subject matter of any notice of attachment under the public demands recovery act.
- e) That there is no bar legal or otherwise for the landowners to obtain the necessary consents and permission that may be required under the law of the land in dealing with the said premises in any manner whatsoever.
- f) That the landowners as lawful owners of the said land/premises have had full right and authority to sign and execute the present agreement for development with the builders/ developers hereof.
- handed over to the Promoters/Builders/ Developers on the execution of Original Deed of Development Agreement for verification and loan proposal, project approval from any Bank or any financial institute for its prospective buyers and as and when required for feasonable cause the owner shall receive title deeds on receipt, as mentioned in Annexure here-in-below and again return all such deeds to the PROMOTERS / BUILDERS / DEVELOPERS immediately. The Promoters/Builders/ Developers do hereby agreed to give all the originals title deeds and relevant document back to the association of all flat owners immediately after giving possession of all the prospective buyers and owners also.
- h) That the landowners till date neither created any mortgage, charge nor the said premises are attached with other encumbrances in any manner whatsoever.



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- i) That the landowners have not yet done any act, deed, matter or thing whereby or by reason whereof the development of the said premises by the builders/developers hereto may be prevented or affected in any manner whatsoever.
- j) That there are no law suit and/or legal proceedings pending at present before any legal forum of the land either in the name of the landowners or in respect of their said land/premises or any part or portion thereof. Furthermore, no part or portion of the said land/premises of the landowners are affected and/or attached by any judgement, decree or order passed by any court of law.
- k) That no portion of the said premises is at present affected by any notice of requisition and/or acquisition of any statutory authority and till date no notice or intimation of any such proceedings has been served upon the landowners.
- I) That the owners shall execute this Supplimentary Deed of Development Agreement as also Register Development Power of Attorney in favour of the Promoters / Builders / Developers so that the Promoters / Builders / Developers shall at before any authority/authorities for getting further sanction, to deposit fees and other necessary papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/purchasers of flat/flats to fix up the price of the flat/flats/parking spaces/shop/s at their own discretion and receive the booking money or advance payment/full consideration of the flat/flats and deposit the sale consideration in ESCROW Account. To, appear before any registration authority/authorities for registration of the said flat/flats, shop/s, car-parking space/s together with the undivided un-demarcated proportionate share of land after completion of the said building in favour of the nominee/nominees or respective buyer/buyers.
- m) The land owners or their intending purchaser or purchasers shall contribute proportionately for any cost involved for installation of Transformer, Generator, CC Cam, Intercom, Water treatment Plant for the common benefit of the total project.
- n) The land owners or their intending purchaser or purchasers are liable for cost and deposit of their main electric service-meter proportionately.
- The land owners or their intending ptrchaser or purchasers are liable for cost and

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deposit of their separate electric meter for regular connection.

p) The land owners or their intending purchaser or purchasers shall pay the GST on their respective flat/flats, shop/shops and parking space/s.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DEGLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.0 OWNERS' REPRESENTATIONS:-

- 1.1 (a) The Owners are seized and possessed of and well and sufficiently entitled to the said Land.
- (b) No person other than the Owners have any right, title and / or interest of any nature whatsoever in the said Land or any part thereof.
- (c) There is no impediment in the Owners granting development right of the said Land to the Developer herein.
- (d) The Owners shall make out a marketable title in respect of the said land and shall answer all questions which may be raised by any bank or financial institutions.
- (e) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development construction and marketability of the Project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said Land or the Project Complex.
- (f) The said Land or any part thereof is, so far as the Owners are aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and / or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said property is not attached and / or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- (g) No suit and / or any other proceedings and / or litigations are pending against the Owners in respect of the said Land or any part thereof and that the said Land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said Land and in respect

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whereof the Owners may become liable to indemnify the Developer and as far as the Owners are aware there are no facts likely to give rise to any such proceedings

- (h) The Owners have full right, power and authority to enter into this Supplimentary Deed of Development Agreement.
- (i) The Owners at their own costs and expenses shall deal with all suits and legal proceedings in any way arising out of or relating to title of the Owners in the said Land and shall keep the Developer saved, indemnified and harmless from or against all claims or demands in any way arising out of the title of the Owners in the said Land
- (j) There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the said Land.
- (k) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, except as may be permitted by the Developer in writing, anything whatsoever that would in any way impair, hinder and / or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.
- (1) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the said Land and there are no such facts, which may give rise to any such dispute.
- 1.2 The Owners shall be represented by the Lead Owner and accordingly all other Owners hereby nominate, constitute and appoint the Lead Owner as their attorney or agent to represent them in all matters in any way arising out of or relating to this Agreement including execution and registration of all transfer documents for selling, transferring or conveying or marketing of any Unit or Saleable Area in the Project Complex.
- 1.3 The Owners hereby agree and confirm that the Developer shall be at liberty to make all payments under this Agreement including Adjustable Advance and Gross Revenue Receipts on their behalf to the Lead Owner and any payment made by the Developer to the Lead Owner shall be treated as proportionate and equal payment made to all the Owners.



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2 8 JUN 2019

2.0 DEVELOPER'S REPRÉSENTATION:-

- 2.1 The Developer has represented and warranted to the Owners as follows:-
- (a) The Developer (1) SRI NARAYAN CHANDRA GHOSH (PAN AGXPG8064F) son of Late Haran Chandra Ghosh residing at 1901, Mukundapur ,E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 and (2) SRI ANIL CHANDRA GHOSH (PAN : AGKPG0595N) son of Late Surendra Chandra Ghosh, residing at 2081, Chak Garia ,E-14, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, both by faith Hindu, both by Occupation Business, carried on a partnership business under the name and style of M/S. VIJAYLAKSHMI ASSOCIATE, having its Registered Office at 1901, Mukundapur ,E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 has been developing Housing Projects on several Locations within Rajpur Sonarpur Municipality and the Developers have necessary infrastructure and expertise to execute and market the Housing Project.
- (b) The Developer shall diligently execute and market the project and perform all its obligations under the Agreement.

3.0 Basic Understanding:

- 3.1 The Owners shall make available the said Land with a good and markétable title free from all encumbrances and liabilities whatsoever for development of the Project Complex.
- 3.2 The Developer shall, at its own costs, charges and expenses, plan, develop and construct a Housing Project on the said Land in accordance with the Building Plan.
- 3.3 The Developer at its own costs and expenses either by itself or through the Brokers and marketing agents shall sell the Units comprised in the Project Complex and the Gross Revenue Receipts shall be shared among the owners and the Developers in proportion to their respective allocation. The owners shall however reimburse the developer with their share of the marketing expenses.



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- 3.4 The allocation of the Owners and the Developer in the Project and / or Gross Revenue receipts hereunder shall be in the following ratio:-
- (a) QWNERS -- 43%
- (B) DEVELOPER 157%

100%

- 3.5 The Owner shall pay the property tax on the said land upto the date immediately preceding the execution of the original deed of development agreement. The Developer shall be liable to pay the Property Tax on and from the execution of original deed of development agreement upto the project handover date.
- 3.6 The Developer shall be liable to pay the Project Taxes.
- 3.7 Nothing contained in this Agreement shall be construed or deemed to be a partnership between the Owners and the Developer
- 3.8 The Developer has examined the title deeds of the said Land and is satisfied with the title of the Owners in the said Land. It is however, Clearly agreed and understood that notwithstanding such satisfaction of title by the Developer the Owners shall be obliged to answer and satisfy all reasonable requisitions of title concerning the said Land as may be raised by or on behalf of the customers and the Banks associated with the Project.

4.0 Development of the said Land:

- 4.1 The Owners hereby grant exclusive right of construction, execution and development of the Project on the mid Land unto and in favour of the Developer with an object and intent that all the Units and Parkings comprised in the Project, shall be sold and the Gross Revenue Receipts shall be shared by and between the parties on the terms and conditions hereinafter stated.
- 4.2 The Project shall be residential housing project comprising of G+IV (Block-B)



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and G+V (Block- A) storied buildings and containing several residential units and parkings with some commercial spaces as may be permitted by appropriate authority.

- 4.3 The Developer shall execute and construct the Project in accordance with the Building Plan and with the specifications stated in the Original Deed of Development Agreement.
- 4.4 To enable the Developer to discharge its functions and obligations under this Agreement including execution and construction of the Project, getting the building plan sanctioned, marketing of the Project etc., the Owners shall execute and register a power of attorney in favour of the Developer and the Partners of the Developer Firm shall be at liberty to authorise such of its Partners of the Developer as shall deem fit and proper for exercising all or any of the powers under such Power of Attorney.
- 4.5 Simultaneously with execution of this Agreement, the Owners have delivered vacant possession of the said Land to the Developer so as to enable the Developer to execute the Project. It is made clear that the Developer shall be in possession of the said Land as an agent of the Owners and shall have lien on the said Land to the extent of the Developer's Allocation and the amount receivable from the owners.
- 4.6 The Developer shall hold the title deeds as a trustee for the ultimate beneficiaries of the said land being the customers and / or the Unit Owners of the Project and upon sale of all the Units in the Project the Developer shall hand over the original title deeds of the said land to the association of the Unit Owners in the Project.
- 4.7 The Developer shall be at liberty to produce the original title deeds before the statutory authorities, bodies for getting the sanction of the Building Plan or as and when necessary in course of execution of the Project.
- 5.0 Refundable Advance: Total Refundable Advance of Rs. 50,00,000.00 (Rupees fifty lakh only) paid to the Owners by the Developers. The land owners shall refund the interest free advance as per condition mentioned in clause 3 of 7 appearing at Page 15 of the Original Deed of Development Agreement The payment of this refundable advance is duly mentioned in original decomposition.

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6.0 Owners' Allocation and Developers' Allocation:-

It is clearly agreed by both the parties that the owners allocation and the developers' allocation stated in the Part – I of Second Schedule at Page 26 and 27 of the original development agreement and in the Part –II of Second Schedule at Page 27 and 28 of the original development agreement respectively—shall not come into force—on execution of this supplementary development agreement.

7.0 Project Construction:

- 7.1 The Developer shall carry out construction work in the Project Complex in accordance with the sanctioned Building Plan.
- 7.2 The Owners shall not in any way indulge in any activity that may be detrimental to the development and / or construction of the Project Complex.
- 7.3 The Owners shall render all cooperation to the Developer as may be necessary for successful completion of the Project.
- 7.4 During construction of the Project Complex the Lead Owner shall be at liberty to enter upon and inspect the nature, quality and progress of construction and the Lead Owner shall be at liberty to bring to the notice of the Developer any defect or deficiency in quality, workmanship or delay in construction of the Project Complex Provided however, the Lead Owner shall not in any way obstruct or cause any hindrance to the Developer in construction and / or execution of the Project in the Project Complex.
- 7.5 The Developer shall give due weightage and consideration to all such grievances of the Owners and rectify and remedy the same in a best possible manner.
- 7.6 Subject to Force Majeure clause if the Developer fails to complete execution of the project within a period of thirty six months from the commencement date then the Developer shall be liable to pay liquidated damages to the owners at the rate of Rs. 10,000/-(Rupees ten thousand only) per month commencing from the date when the Developer ought to have completed execution of the Project upto the date of actual



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completion of the Project.

8.0 Marketing of the Project Complex:

- 8.1 It is agreed and understood by and between the parties that all the Units and parkings comprised in the Project Complex shall be sold and marketed and the parties shall share the Gross Revenue receipts proportionately, that is to say, the Owners shall be entitled to the Owners' Allocation and the Developer shall be entitled to the Developer's Allocation. The owners shall however reimburse the developer with their share of brokerage and the fees of the marketing agents and taxes thereon as hereunder stated.
- 8.2 Marketing of the Project complex shall be carried out by Developer.
- 8.3 Marketing of the Project means all activities relating to selling or marketing of the saleable property comprised in the Project and shall include:-
- (a) Booking of the Units and Parkings comprised in the Project Complex with the Customers:
- (b) Entering into formal agreements for sale with the Customers;
- (c) Execution of the sale deeds of the Units and Parkings in favour of the Customers,
- (d) Receipt of all booking amounts, advances, purchase consideration and all other amounts from the Customers;
- (e) Advertisement of the Project / Project Complex;
- (f) Appointment of the brokers and selling agents,
- (g) Any other activity relating to sale or marketing of the Project Complex
- 8.4 The Developer shall market the Project under its brand name, that is to say "PLEASANT PALACE" and the Owners shall not in any way interfere with the right of the Developer to sell or market the Project under such brand.
- 8.5 For marketing the Project, the Developer—shall be at liberty to appoint marketing agents and brokers and also issue advertisements in the media and incur all expenses in connection therewith.



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- 8.6 The owners shall reimburse their proportionate share of the following Marketing expenses and taxes thereon to the Developer:-
- (a) Owners' share of brokerage,
- (b) Owners' share of the fees of the Marketing Expenses,

For the purpose of this clause, the brokerage payable by the Developer to the broker shall be subject to a ceiling limit of 2% (two percent) of the purchase consideration and taxes thereon and similarly the Marketing expenses shall also be subject to a ceiling limit of 1.5% (one point five percent) of the purchase consideration and taxes thereon.

8.7 The reimbursement receivable by the Developer from the Owners on account of brokerage and the Marketing Expenses and taxes thereon shall be included by the Developer in the periodical Debit Note to be sent by the Developer to the Lead Owner as stated in Article 9.8 hereunder.

9.0 Financials :-

- 9.1 Prior to marketing of the Project the Developer shall open in its name the following two separate bank Accounts:-
- (a) An Escrow Account with any scheduled Bank which is herein referred to as "Sale Consideration Account" wherein all moneys received from the Customers towards purchase consideration of the Units and / or Saleable Areas comprised in the Project shall be deposited and / or credited with a mandate to the bank to credit the Bank Account of the Lead Owner and the Bank Account of the Developer in proportion to their respective allocation;
- (b) A separate bank Account with any schedule Bank which is herein referred to as "M.R. Account" wherein all miscellaneous receipts received from the customers shall be deposited and / or credited.
- 9.2 The Developer shall furnish full particulars of the Escrow Account as may be opened by it to the Lead Owner.



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- 9.3 For facilitating payments from the Escrow Account to the Bank Account of the Lead Owner, the Lead Owner shall be obliged to open a separate Bank Account in its name in the same Bank and with same branch in which the Developer opens the Escrow Account.
- 9.4 The Developer shall be liable to pay the Project Taxes for execution of the Project.
- 9.5 If any payment or instalment made by or on behalf of the Customers to the Sale Consideration Account includes any payment of Project Taxes then the Lead Owner shall be obliged to forthwith pay to the Developer the amount of the Project Taxes credited to its Bank Account from the Sale Consideration Account.
- 9.6 All Miscellaneous receipts received by the Developer shall be deposited by the Developer in M. R. Account.
- 9.7 The Owners shall have no claim over any amount lawfully deposited by the Developer in M.R. Account.
- 9.8 After opening of the sale Consideration Account, the Developer shall periodically send a "Debit Note" to the Lead Owner showing the Following:-

A. Project Taxes :

- (i) Amount deposited in the Sale Consideration Account;
- (ii) Project Taxes, if any, included in the amount deposited;
- (iii) Amount credited from the Sale Consideration Account to the Bank account of the Lead Owner.
- (iv) Amount of the Project Taxes, if any, included in the amount credited to the Bank Account of the Lead Owner.
- (v) Project Taxes refundable by the Lead Owner to the Developer.
- B. Amount receivable by the Developer against Refundable Advance



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C. Brokerage;

- (i) Amount paid by the Developer on account of brokerage and taxes thereon ;
- (ii) Proportionate share of brokerage and taxes payable by the Owners.
- D. Marketing Expenses .
- (i) Amount paid by the Developer on account of Marketing Expenses and taxes thereon
- (ii) Proportionate Marketing Expenses and taxes payable by the owners;
- 9.9 The lead Owner shall be obliged to pay to the Developer the Project Taxes brokerage and the marketing expenses as stated in such Debit Note (therein referred to as Debit Note Amount) to the Developer within a period of thirty days from the date of receipt of the Debit Note.
- 9.10 Upon cancellation of any booking or sale agreement, the Owners shall be liable to refund the proportionate amount refundable to such Customer and shall make over such amount to the Developer within thirty days from the date of receipt of a "Debit Note on Cancellation" from the Developer. It is clarified that the "Debit Note on Cancellation" independent of the Debit Note referred to in Clause 9.8 hereinabove. In default, the Owners shall be liable to pay interest on the unpaid amount at the rate of 12% per annum from the due date upto the date of payment.
- 9.11 The Developer shall send quarterly updates of bookings and sale agreements of the Project Complex to the Lead Owner.

10.0 Covenants of the Owners:-

- 10.1 The Owners hereby agree and covenant with Developer that:-
- (a) They shall not cause any interference or hindrance in the execution and construction of the Project by the Developer;
- (b) They shall not let out, grant, lease, mortgage and / or charge or encumber the said Land or any part or portion thereof without prior consent in writing of the Developer.



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and

- (e) They shall permit the Developer, its architects, contractors, engineers, workmen uninterrupted access to the said Land so as to enable the Developer to execute, develop and construct the Project.
- 10.2 The Owners agree to execute and register appropriate power of attorney in favour of the Developer or its representative for construction and development of the Project and for marketing subject to the condition that the cost of stamp duty and all other charges on such power of attorney shall be borne and paid by Developer.

10.3 The Owners further agree:

- (a) To sign and execute the Building Plan and all necessary papers, undertakings, affidavits, documents, declarations, agreements and deeds which may be required for obtaining sanction of the Building Plan and construction of the Project if required by the Developer, and
- (b) To co-operate with the Developer for execution and construction of the Project and marketing;
- (e) The Developer shall be at liberty to create a charge over the said land in favour of any bank or financial institution for the purpose of securing any home loan that may be granted by such bank or financial institution to the customers for purchasing and / or acquiring the Units comprised in the Project Complex subject to the condition that in the event of any default on the part of the customers the charge of the bank or financial institution shall be limited to the Unit agreed to be purchased and / or acquired by the customers.

11.0 Covenants of the Developer:-"

- 11.1 The Developer agrees and covenants with the Owners that-
- (a) The Developer shall complete construction of the Project within a period of 36 months from execution of the original development agreement and for this purpose



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time shall be essence of the contract subject to force majeure circumstances.

- (b) The Developer shall not transfer and / or assign its rights, benefits, duties and obligations under this Agreement without prior written consent of the owner.
- (c) The Developer shall construct the Project in accordance with the Building Plan and shall not violate and contravene the Building Rules and Regulations.
- 11.2 The Developer agrees to keep the Owner saved, indemnified and harmless from or against all claims or actions that may be made or raised by any third party in the matter relating to or arising out of construction and execution of the Project or discharge or performance of any duty or obligation of the Developer under this Agreement.
- 11.3. The Developer shall be liable and responsible for all accidents, breakdowns or any other loss and damage that may arise or be caused at the time of construction of the Project and the Owners shall have no liability therefor. The Developer shall keep the Owners absolutely saved, indemnified and harmless from or against any penalty. liability claim or consequences that may arise therefrom.
- 11.4 Developer shall be at liberty to dig deep tube wells on permission from appropriate authority and carry on all lawful activities on the said Land as may be required or necessary for execution construction of the Project.

12.0 Handing over of the Project:-

12.1 Soon after completion of construction of the Project, the Developer shall fix a date of handing over possession of the Units in the Project Complex to the Customers and the date on which such handing over takes place is herein referred to as " the Project hand over Date".

12.2 On the Project Hand Over Date -

- (a) The Developer shall hand over possession of the Units and parkings to the customers;
- (b) The unsold inventory (unsold flats / units / parking spaces / commercial spaces)



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shall be allocated between the owners and the developer in their respective share of allocation. And the owners shall be liable to pay and / or reimburse to the Developer the Project Taxes on the unsold inventory allocated to them.

- (e) The financial accounts between the Developer and the Owners shall be fully squared up and the party having a debit balance shall be obliged to pay such debit balance to the party having credit balance on the closing date or within such time and on such terms and conditions as may be mutually agreed upon between them;
- (d) The party having a credit balance shall have a first charge on the allocation of unsold inventory of the other party for such debit balance;
- (e) The Developer shall frame a scheme for maintenance of the Project Complex either by itself or through the Maintenance Organisation.
- 12.3 On and from the Project hand Over Date -
- (a) The customers shall be liable to bear and pay the property tax of their respective units and parkings;
- (b) The Developer shall be liable to pay the Property Tax on the unsold units and parkings allocated to it;
- (c) The Owners shall be liable to pay the property tax on the unsold units and parkings allocated to them;
- (d) The customers shall pay the maintenance charges of their respective units and parkings to the Developer and / or the Maintenance Organisation;
- (e) The Owners shall be liable to pay maintenance charges on the unsold units and parkings allocated to them to the Developer and / or the maintenance organisation;
- (f) The Developer shall be liable to pay maintenance charges on the unsold units and parkings allocated to it to the maintenance organisation, if formed. So long maintenance organisation is not formed, the Developer shall contribute its share of



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Maintenance charges on the unsold units and parkings allocated to it to the maintenance account of the Project Complex.

13.0 Maintenance of the Project Complex:

- 13.1 The Developer by itself or by any agency appointed by it shall have exclusive right to manage and maintain all common areas and provide all common services in the project complex and the owner shall not in any way interfere with such right of the Developer.
- 13.2 The Developer, in exercise of such right, shall have right to fix and determine the rate of maintenance charge payable by the Customers.
- 13.3 Over and above maintenance charge, Developer shall be entitled to receive and realise GST or any other applicable taxes on maintenance charge.
- 13.4 The Customers shall pay proportionate maintenance charges and all taxes thereon. The maintenance charge shall be payable within 15th day of the current month for which the same shall relate. In default, the unpaid maintenance charge shall attract interest at such rate as may be fixed by the Developer.
- 13.5 The parties and / or their assigns shall be obliged to pay maintenance charges on the unsold units and parkings allocated to them, if any

14.0 Force Majeures & Breaches:-

14.1 "Force Majeure" shall mean and include events preventing any party from performing its obligations under this Agreement which do not arise from and are not attributable to any act, omission, breach or violation by either party of any of their obligations under this agreement but which arise from or are attributable to the Acts of God, natural calamities, war, general strike, terrorist activities, civil commotion, non availability of construction materials, legislation or regulations adversely affecting the project court order or any other unforeseen occurrence, acts, events, omission or accidents which are beyond the reasonable control of the party so prevented



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- 14.2 If any party is delayed or is prevented from performing any of its obligations under this agreement by any event for Force majeure then such party shall inform the other party in writing within fifteen days of commencement of event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event of Force Majeure. Similar notice in writing shall also be given upon cessation of Force Majeure event.
- 14.3 The time limit laid down in this Agreement for performance of obligations by a party shall stand extended by the same period as the period of Force Majeure event.
- 14.4 The Developer shall not be treated in default if erection and completion of the project is delayed due to reasons amounting to Force Majeure.
- 14.5 If due to any act on the part of the Developer the construction and completion of the Project is delayed then the Owner shall be entitled to specific performance of this Agreement and claim damages in addition thereto
- 14.6 In case the Owners commit any breach of this Agreement, the Developer shall be at liberty to initiate proceedings against the Owner either for specific performance of this Agreement or terminate and rescind this Agreement and claim all moneys paid and / or incurred by the Developer together with Appropriate damages.

15.0 Miscellaneous :-

- 15.1 Notice to the Developer shall be given by sending the same at its corporate office stated hereinabove.
- 15.2 Unless otherwise agreed the notices shall be given to the parties by sending the same by speed post or registered post and a scanned copy thereof by e-mail
- (i) To the Owners at E-Mail Id : rakesh_chamria@hotmail.com
- (ii) To the Developer at E-Mail Id: tn_associate@yahoo.co.in



Registrar U/S 7(2) of Registration Act 1908 Allpore, South 24 Pargana. 15.3 The courts having territorial jurisdiction over the said land shall have exclusive jurisdiction in all matters arising out of this agreement.

The Schedule-A Above Referred To (Details of the Land for Development)

The said Premises shall mean all that piece and parcel of revenue paying plot of bastu land ad-measuring total area 18K-05Ch-00Sft more or less together with 500 Sft more or less brick built tiles shed building standing thereon at Rajpur Sonarpur Municipality holding No. 62, Netaji Subhas Road, Ward No. 26, Mouza Rajpur, J.L.No. 55, R.S. Khatian No. 554, R.S. Dag No. 625, Pargana: Madenmollah, Touzi No. 251, Re. Su. No. 109, P.O. Rajpur, P.S. Sonarpur, Dist. 24-Parganas(S), Kolkata 700149 together with all fittings, fixtures and unfettered right to use and for enjoyment of the land together with usual all easement rights, liberties of unobstructed user of road/passage connecting passage for egress and ingress to and from the main Road. This land is butted and bounded by:-

On the North: By R.S. Dag no. 625(P)

On the South: By Common Passage (-9'-0)

On the East: By Netaji Subhas Road

On the West: By Vacant Land

The Schedule-B Above referred to

(Description of Common Areas)

The common areas of the Project Complex shall comprise of the following -

A. Buildings

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Allpore, South 24 Parganas
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- (i) Ground Level . Main lobby, common maintenance room, common toilets, generator room, electric meter room, underground water tank and other space for common facilities.
- (ii) At Floors: Floor lobby, staircase, lift well.
- (iii) Lift machine room, Lift well and the Lift.
- (iv) Overhead water tank
- (v) Roof
- (vi) Office Building
- (vii) Security Guards Room
- B. Open Areas

Main gate, driveway, open spaces lawns, gardens, but does not include any covered or open car parking space :

(TECHNICAL SPECIFICATION OF THE BUILDING)

Technical specification shall remain the same as the original development agreement. Similarly, save and except the changes incorporated herein in place of the said Original Deed of Development Agreement being No.160401440 of 2016 registered at D.S.R.-IV, Alipore, 24 Parganas (South).

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Allpore, South 2 Parganes
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<u>IN WITNESS WHEREOF</u> the parties herein have put their respective hands and seals on this the day of month and year first above written.

Presence of: -	
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PLEASANT HOMES (SIGNATURE OF OWNERS)

2. Alak Kuman Dalla G125, Sonalipank Banodroni Kolkata - 70. Mis. VIJAYLAKSHMI ASSOCIATE

Naraya Celane Cor

Partner

Anie CROWN EROSS

Partner

SIG. OF PROMOTERS / BUILDERS / DEVELOPERS / CONTRACTORS

Drafted by:Hapan chana6ml
(Advocate) Regel No. 603/2691/99
Typed By:-



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Allpore, South 24 Parganas

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Name: RAKESH KUMAR CHAMRIA

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Name VANSH CHAMPIA

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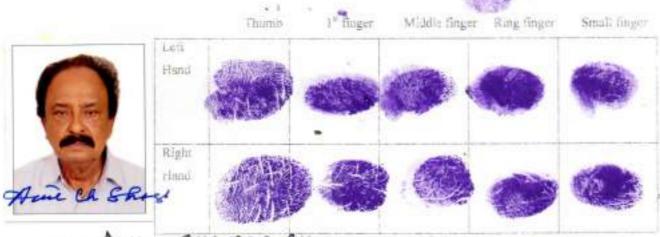


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Name ANIL CHANDRA GHOSH

Signature Deice Chamber Root



Registration Act 1908
Allpore, South 24 Parganes

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For SHIYAII SILK MILLS PVT. LTD. R Clam Director



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MIS. VIJAY LAKSHMI ASSOCIATE

Partner

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MIS. VIJAYLAKSHIIII ASSUCERE

Partner



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If the eart is lost / someone's lost cord is found, blease inform (return to Income Tax PAN Services Unit, NSDL) is Flant, Times Tower, Kinesia Mills Comeound, S. B. Marg, Lower Payat, Mandair - 400 013. Tel. 91-22-2499 66.0, but 91-22-2499 0664 email: timinto-2 gadi cu in



आयकर विमाग INCOME TAX DEPARTMENT

NARAYAN CHANDRA GHOSH

HARAN CHANDRA GHOSH

07/07/1965

Named Clinton flat.

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SOUTH .





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Government of West Bengal Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1604-1000165792/2018	Office where deed will be registered
Query Date	19/06/2018 2:31:35 PM	D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	SUBHASH DUTTA LASKARPUR, Thana: Sonarpur, Dis 700153, Mobile No.: 9836307792, 3	strict : South 24-Parganas, WEST BENGAL, PIN - Status : Others
Transaction	A TOWNSHIP OF THE PROPERTY OF	Additional Transaction
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]
Set Forth value		Market Value
Rs. 2/-		Rs. 2,21,25,008/-
Total Stamp Duty Payable	(SD)	Total Registration Fee Payable
Rs. 40,020/- (Article:48(g))		Rs. 53/- (Article:E, E, M(b), H)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks	Received Rs. 50/- (FIFTY only) frarea)	rom the applicant for issuing the assement slip (Urba

Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: N. S. C. Bose Road, Mouza: Rainur Ward No. 26 Holding No.62

Sch No	Plot Number	Khatian Number	ALCOHOL: USA DE SENDADO	2000	Area of Land	CONTRACTOR OF CONTRACTOR	Market Value (In Rs.)	Other Details
L1	RS-625	RS-554	Bastu	Shali	18 Katha 5 Chatak	1/-	2,19,75,008/-	Property is on Road
	Grand	Total:		-	30.2156Dec	1 /-	219,75,008 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	500 Sq Ft.	1/-	1,50,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

1,50,000 /-Total: 500 sq ft 11-



AS- 1 of 4



Land Lord Details:

SI	Name & address	Status	Execution Admission Details :
1	PLEASANT HOMES 35 ARMENIAN ST, P.O:- BARRA BAZAR, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No.:: AAMFP1489Q, Status: Organization, Executed by: Representative	Organization	Executed by: Representative
2	SHIYAJI SILK MILLS PVT LTD 35 ARMENIAN ST, P.O BARRA BAZAR, P.S Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.: AAECS4748Q, Status: Organization, Executed by: Representative	Organization	Executed by: Representative

Developer Details:

SI	Name & address	Status	Execution Admission Details :
	M/S VIJAYLAKSHMI ASSOCIATE 1901 MUKUNDAPUR E 20 SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075 PAN No.:: AANFV7148M, Status:Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details:

SI	Name & Address	Representative of
1	Mr RAKESH KUMAR CHAMRIA Son of Late RAM NIWAS CHAMRIA35 ARMENIAN ST, P.O:- BARRA BAZAR, P.S Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABYPC1408K	PLEASANT HOMES (as PARTNER), SHIYAJI SILK MILLS PVT LTD (as DIRECTOR)
2	Mr VANSH CHAMRIA Son of Mr RAKESH KR CHAMRIA35 ARMENIAN ST, P.O:- BARRABAZAR, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BIRPC7621M	PLEASANT HOMES (as PARTNER)
3	Mr NARAYAN CH GHOSH Son of Late HARAN CH GHOSH1901 MUKUNDAPUR E 20 SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGXPG8064F	
4	Mr ANIL CH GHOSH Son of Late SURENDRA CH GHOSH2081 CHAK GARIA E 14 SAMMILANI PARK, P.O: - SANTOSHPUR, P.S: - Purba Jadabpur, Kolkata, District: -South 24- Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGKPG0595N	



Query No: 1684-1-000165792 of 2015



Identifier Details:

Name & address

Mr JOY CHAKRABORTY

Son of Late SISIR CHAKRABORTY

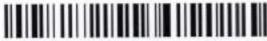
LASKARPUR PEYARABAGAN, P.O.- LASKARPUR, P.S.- Sonarpur, District: South 24-Parganas, West Bengal, India, PIN - 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr RAKESH KUMAR CHAMRIA, Mr VANSH CHAMRIA, Mr NARAYAN CH GHOSH, Mr ANIL CH GHOSH

N

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	PLEASANT HOMES	M/S VIJAYLAKSHMI ASSOCIATE-15.1078 Dec
2	SHIYAJI SILK MILLS PVT LTD	M/S VIJAYLAKSHMI ASSOCIATE-15.1078 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	PLEASANT HOMES	M/S VIJAYLAKSHMI ASSOCIATE-250.00000000 Sq Ft
2	SHIYAJI SILK MILLS PVT LTD	M/S VIJAYLAKSHMI ASSOCIATE-250.00000000 Sq Ft

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 19/07/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 02/08/2018) for registration.
- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.











Govt. of West Bengal Directorate of Registration & Stamp Revenue 414918 e-Chaflan

GRN: 19-201819-025140913-2

Payment Mode

Counter Payment

GRN Date: 21/08/2018 19:49:59

BRN:

23225062018SST210985081

BRN Date: 25/08/2018 00:00:00

DEPOSITOR'S DETAILS

d-No.: 16041000165792/3/2018

[Query No./Query Year]

Name:

VIJAYLAKSHMI ASSOCIATE

Contact No. : *

9831333992

Mobile No.

+91 9831383992

E-mail:

tn_associate@yahoo.co.in

Address:

E20SAMMILANIPARK POSANTOS PURKOUTS

Applicant Name :

Mr SUBHASH DUT

Office Name:

In Words:

Office Address:

Status of Depositor :

Atterney of Executa

Purpose of payment / Remarks :

e, Development Agreement or Construction agreement

Payment No 3

PAYMENT DETAILS

Si. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(?)
1.	16041080165792/3/2018	Property Resolution Stamp duty	0030-02-103-003-02	39920
2	16041000165792/3/2018	Property Registration Registration Fees	0030-03-104-001-18	ĝà

Total

Rupaes Thirty Nine Thousand Nine Hundred Seventy Three only



SPAIR



Major Information of the Deed

Deed No :	I-1604-04140/2018	Date of Registration	28/06/2018
Query No / Year	1604-1000165792/2018	Office where deed is r	egistered
Query Date	19/06/2018 2:31:35 PM	D.S.R IV SOUTH 24- South 24-Parganas	PARGANAS, District
Applicant Name, Address & Other Details	SUBHASH DUTTA LASKARPUR, Thana: Sonarpur, 700153, Mobile No.: 983630779		WEST BENGAL, PIN -
Transaction		Additional Transaction	
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration	
Set Forth value	A CHARLES AND A STATE OF THE ST	Market Value	
Rs. 2/-		Rs. 2,21,25,008/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,020/- (Article:48(g))		Rs. 53/- (Article E, E, M	(b), H)
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip (Urba

Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: N. S. C. Bose Road, Mouza Rajpur, Ward No. 26, Holding No.62

Sch No	The Author Control of the Control of	Khatian Number	1 Acces 10 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1	PORTO DE CONTROL DE CO	Area of Land		Market Value (In Rs.)	Other Details
L1	RS-625	RS-554	Bastu	Shali	18 Katha 5 Chatak	1/-	2,19,75,008/-	Property is on Road
	Grand	Total:			30.2156Dec	1/-	219,75,008 /-	

Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (in Rs.)	(In Rs.)	
S1	On Land L1	500 Sq Ft.	1/-	1,50,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type Tiles Shed, Extent of Completion: Complete

		Hallace -	
Total:	500 sq ft	1/-	1,50,000 /-

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	PLEASANT HOMES 35 ARMENIAN ST, P.O:- BARRA BAZAR, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Berigal, India, PIN - 700001, PAN No.:: AAMFP1489Q, Status: Organization, Executed by: Representative, Executed by: Representative
2	SHIYAJI SILK MILLS PVT LTD 35 ARMENIAN ST, P.O:- BARRA BAZAR, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAECS4748Q, Status: Organization, Executed by: Representative, Executed by: Representative



Developer Details :

SI No	M/S VIJAYLAKSHMI ASSOCIATE 1901 MUKUNDAPUR E 20 SAMMILANI PARK, P.O SANTOSHPUR, P.S Purba Jadabpur, Kolkata, District - South 24-Parganas, West Bengal, India, PIN - 700075, PAN No.:: AANFV7148M, Status: Organization, Executed

No	Name,Address,Photo,Finger print and Signature				
1	Name	Photo	Finger Print	Signature	
	Mr RAKESH KUMAR CHAMRIA Son of Late RAM NIWAS CHAMRIA Date of Execution - 28/06/2018, , Admitted by: Self, Date of Admission: 28/06/2018, Place of Admission of Execution: Office			E. Chander	
		Jun 28 2015 2:49PM	LTI 28/06/2018	28/06/2018	
2	Name Mr VANSH CHAMRIA	Photo	Finger Print	Signature	
	Son of Mr RAKESH KR CHAMRIA Date of Execution -			Chamria	
	28/06/2018, , Admitted by: Self, Date of Admission: 28/06/2018, Place of Admission of Execution: Office		100		
	Self, Date of Admission: 28/06/2018, Place of	Jun 28 2018 2:49PM	LTI 28/06/2018	28/06/2018	
	Self, Date of Admission: 28/06/2018, Place of Admission of Execution: Office 35 ARMENIAN ST, P.O BAR India, PIN - 700001, Sex: Male	RABAZAR, P.S. e, By Caste: Hind	- Burrobazar, Kolk du, Occupation: Bu	ata, District -Kolkata, West Bengal,	
3	Self, Date of Admission: 28/06/2018, Place of Admission of Execution: Office 35 ARMENIAN ST, P.O BAR India, PIN - 700001, Sex: Male	RABAZAR, P.S. e, By Caste: Hind	- Burrobazar, Kolk du, Occupation: Bu	ata, District:-Kolkata, West Bengal, usiness, Citizen of, India. , PAN No.	

Major Information of the Deed :- I-1604-04140/2018-28/06/2018

Jun 28 2018 2:48PM

28/06/2018



1901 MUKUNDAPUR E 20 SAMMILANI PARK, P.O.- SANTOSHPUR, P.S.- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex. Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AGXPG8064F Status: Representative, Representative of: M/S VIJAYLAKSHMI ASSOCIATE (as DEVELOPER/PARTNER)

4	Name	Photo	Finger Print	Signature
	Mr ANIL CH GHOSH Son of Late SURENDRA CH GHOSH Date of Execution - 28/06/2018, , Admitted by: Self, Date of Admission: 28/06/2018, Place of Admission of Execution: Office			June Charles Sent
		Jun 26 2018 2:47PM	LTI 28/06/2018	28/06/2018

2081 CHAK GARIA E 14 SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGKPG0595N Status: Representative, Representative of: M/S VIJAYLAKSHMI ASSOCIATE (as DEVELOPER/PARTNER)

Identifier Details:

Name & a	ddress
Mr JOY CHAKRABORTY Son of Late SISIR CHAKRABORTY LASKARPUR PEYARABAGAN, P.O:- LASKARPUR, P.S:- Son PIN - 700153, Sex: Male, By Caste: Hindu, Occupation: Busine CHAMRIA, Mr VANSH CHAMRIA, Mr NARAYAN CH GHOSH	ess, Citizen of India, Identifier Of Mr RAKESH KUMAR
	28/06/2018

Joy Chaharabovety

PVT LTD

Trans	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	PLEASANT HOMES	M/S VIJAYLAKSHMI ASSOCIATE-15.1078 Dec	
2	SHIYAJI SILK MILLS PVT LTD	M/S VIJAYLAKSHMI ASSOCIATE-15.1078 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
1	PLEASANT HOMES	M/S VIJAYLAKSHMI ASSOCIATE-250.00000000 Sq Ft	
2	SHIYAJI SILK MILLS	M/S VIJAYLAKSHMI ASSOCIATE-250:00000000 Sq Ft	



the contract of the contract o

Endorsement For Deed Number: 1 - 160404140 / 2018

On 20-06-2018

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 2.21.25.008/-

Flat.

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 28-06-2018

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 13:39 hrs on 28-06-2018, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr NARAYAN CHIGHOSH ...

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

Execution is admitted on 28-06-2018 by Mr RAKESH KUMAR CHAMRIA. DIRECTOR, SHIYAJI SILK MILLS PVT LTD, 35 ARMENIAN ST, P.O.- BARRA BAZAR, P.S.- Burrobazar, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700001; PARTNER, PLEASANT HOMES, 35 ARMENIAN ST, P.O.- BARRA BAZAR, P.S.- Burrobazar, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr JOY CHAKRABORTY, . , Son of Late SISIR CHAKRABORTY, LASKARPUR PEYARABAGAN, P.O. LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 28-06-2018 by Mr VANSH CHAMRIA. PARTNER, PLEASANT HOMES, 35 ARMENIAN ST. P.O.- BARRA BAZAR, P.S.- Burrobazar, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr JOY CHAKRABORTY, . . Son of Late SISIR CHAKRABORTY, LASKARPUR PEYARABAGAN, P.O. LASKARPUR, Thana: Sonarpur, . South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 28-06-2018 by Mr NARAYAN CH GHOSH, DEVELOPER/PARTNER, M/S VIJAYLAKSHMI ASSOCIATE, 1901 MUKUNDAPUR E 20 SAMMILANI PARK, P.O.- SANTOSHPUR, P.S.- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr JOY CHAKRABORTY, , , Son of Late SISIR CHAKRABORTY, LASKARPUR PEYARABAGAN, P.O. LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 28-06-2018 by Mr ANIL CH GHOSH, DEVELOPER/PARTNER, M/S VIJAYLAKSHMI ASSOCIATE, 1901 MUKUNDAPUR E 20 SAMMHLANI PARK, P.O.- SANTOSHPUR, P.S.- Purba Jadabpur, Kolkata District.-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr JOY CHAKRABORTY, . , Son of Late SISIR CHAKRABORTY, LASKARPUR PEYARABAGAN, P.O. LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153. by caste Hindu, by profession Business



Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- .H = Rs 28/- .M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/06/2018 12:00AM with Govt. Ref. No: 192018190251409132 on 21-06-2018, Amount Rs: 53/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 23225062018SST2109850815 on 25-06-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,920/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 9737, Amount: Rs.100/-, Date of Purchase: 26/06/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/06/2018 12:00AM with Govt. Ref. No. 192018190251409132 on 21-06-2018, Amount Rs. 39,9207-, Bank: AXIS Bank (UTIB0000005), Ref. No. 23225062018SST2109850815 on 25-06-2018, Head of Account 0030-02-103-003-02

Whether

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2018, Page from 123413 to 123460 being No 160404140 for the year 2018.



Julula

Digitally signed by PRADIPTA KISHORE GUHA

Date: 2018.07.04 17:06:14 +05:30 Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 04/07/2018 17:04:15
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)