

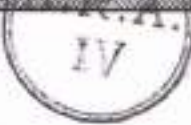
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Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

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Additional Registrar
of Assurances-IV, Kolkata

14 JUN 2019

.DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 14 day of June. TWO THOUSAND AND NINETEEN (2019).

BETWEEN

M/S EXCEL TEA MACHINERY PRIVATE LIMITED (PAN AABCE2883R), (CIN U2731OWB1990PTC048 841), a Company incorporated under the Companies Act, 1956, having its office at 1 & 2, Old Court House Corner, Kolkata-700001, represented by one of its Directors **Dipak Kumar Agrwalla (PAN AEXPA3319R)**, son of Kishor Prasad Agrawalla, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Seva Enclave, Flat No 6, 3rd Floor, Post Office-Madurdaha, Police Station-Anandapur, Pin-701107, hereinafter called and referred to as the **OWNER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART** ;

AND

ANKUR NIRMAN PRIVATE LIMITED (PAN AAGCA3994G), (CIN U4500WB2007PTC116826), a Company incorporated under the Companies Act, 1956 having and having its registered office at 10, Clive Row, 2nd Floor, Room No.206/4, Post Office-GPO, Police Station-Burrabazar, Kolkata-700001, represented by one of its Directors, **Surendra Kumar Sharma, (PAN ALPPS1255D)**, son of Late C L Sharma, by faith-Hindu, by occupation- Business, by nationality-Indian, residing at 3 Mayfair Road, Post Office- Ballugunge, Police Station-Karaya, Kolkata-700019, hereinafter called and referred to as the **DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**;

PART-I # DEFINITIONS:

I. In this agreement, unless there be something contrary or repugnant to the subject or context:

- (a) ***Property/Property*** shall mean **ALL THAT** the piece and parcel of land admeasuring an area of **120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq.ft.** in R.S. Dag Nos. 637, 656, 657, 658, 659, 660, 661/2107, 661 & 662 corresponding to L.R. Dag Nos. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R. Khatian No. 1748. At Mouza

Bankra, J.L. No. 55, Touzi No. 3989, R.S. No. 1954, under Bankra-1 Gram Panchayet, P.S. Domjur, District Howrah, Pin- 711403.together with all other rights of easement attached thereto together with all other rights of easement attached thereto, morefully and particularly mentioned and described in the First Schedule hereunder written.

- (b) "**New Building**" shall mean one or more new buildings to be constructed by the Developer at the said property and include any other structure that may be erected by the Developer there at.
- (c) "**Building Plan**" shall mean the sanctioned plan to be sanctioned by the Howrah Municipal Corporation and/or Zilla Parishad and/or Local Municipal Authority and other concerned authorities for construction of the New Building at the said property and include all sanctionable modifications made thereof and/or alterations made thereto from time to time.
- (d) "**Units**" shall mean commercial spaces, retail spaces, residential flats and other saleable spaces in the New Building/s capable of being independently held and enjoyed by a person which shall be sold by the respective parties entitled to the same under the terms of this Agreement.
- (e) "**Parking Spaces**" shall mean the open and covered spaces in the Building Complex to be used only for parking of motor cars which shall be sold to the unit transferees against consideration.
- (f) "**Common Areas And Installations**" shall mean the areas, installations and facilities in and for the New Building/s and the said premises expressed or intended by the Developer for common use of the transferees of Units.
- (g) "**Building Complex**" shall mean the said property with the New Building/s thereon including the Units, Parking Spaces (both open and covered) and the Common Areas and Installations.
- (h) "**Transferees**" shall mean and include all persons to whom any Unit, with or without Parking Space, is transferred or agreed to be so done and possession whereof has been delivered to them.
- (i) "**Interpretation** Any reference made singly to the Developer shall mean the obligations, responsibilities and assurances given by the Developer to the Owner and Any reference made singly to the Owner shall mean the obligations, responsibilities and assurances given by the Owner to the Developer.

- (j) "**Owner's Allocation**" shall mean 25% of the total constructed space and proportionate Common Areas and Installations in the Building Complex and include proportionate undivided share in the land.
- (k) "**Developer's Allocation**" shall mean the balance constructed space in the form of Units, Parking Spaces, Common Areas and Installations in the Building Complex and wherever the context so permits or intends shall include proportionate undivided share in the land.
- (l) "**Common Purposes**" shall mean and include the purpose of maintaining, managing and up-keeping of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees of the Units in the Building Complex; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of the Transferees of the Units and dealing with all matters of common interest of the Transferees of the Units.
- (m) "**Extras**"; shall mean all such amounts per unit not being revenue receipts towards sale consideration that the Developer is authorised and permitted to collect and utilise for the purposes of providing extra facilities and amenities in the Project together with other amounts and deposits towards maintenance, electrical infrastructure, HT/LT line, sinking fund (if any) and any other amenity which according to the Developer is necessary for the Project and/or which the Developer desires to introduce in the Project. The amount of Extra shall be such as shall be decided by the Developer.
- (n) "**Force Majeure**" shall mean those conditions which shall result in delays in commencement of construction, preconstruction activities and/or progress of construction and shall include conditions due to flood, water-logging, earthquake, riot, war, storm, tempest, civil commotion or any legal dispute restraining construction or development of the said property not occasioned at the instance of or due to any default on the part of the Developer.
- (o) "**Advocates**" shall, mean A. K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room No. 21, First Floor, Kolkata – 700 001 who has been

appointed by the Developer as the Advocate for all purposes including drafting the Standard Agreement for Sale, and Standard Deed of Conveyance and all others documents and papers as may be required from time to time by the Developer who has been appointed by the Developer as their Advocate.

- (p) **"Agreement"** shall mean this Development Agreement including the Schedules as may be, supplemented or modified in accordance with the provisions hereof and shall include any supplemental Agreement to this Development Agreement duly made subsequently.
- (q) **"Architect"** shall mean such person or persons or firm or firms who may be appointed by the Developer at its cost for designing planning and supervision of construction of the building complex intended to be construed pursuant to this Agreement
- (r) **"Statutory Permissions"** shall mean any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the applicable laws or from any government authority required in connection with the development of the said Premises and for undertaking, performing or discharging the obligations contemplated by this Agreement.
- (s) **"Encumbrances"** shall mean any encumbrance under mortgage, charge, pledge, lien, hypothecation, security interest, assignment or other obligation or restriction of that nature and not having a bankable title.
- (t) **"Existing Encumbrances"** shall mean the Charge of Canara Bank in respect of the schedule land created by reason of the Landowner availing financial accommodation from Canara Bank by mortgaging the Schedule Property.
- (u) **"Title Deeds"** shall mean the original title deeds relating to the Schedule Property

- (v) "**Saleable Space**" shall mean the total space in the proposed new building complex available for independent use and occupation after making due provisions for common facilities and amenities thereof.
- (w) "**Parties**" shall collectively mean the Owner and the Developer and "Party" according to the context shall mean the Owner, and the Developer individually.

II. INTERPRETATION:

- (i) Reference to any clause shall mean such clause of this agreement and include any sub-clauses thereof.
- (ii) Headings, clause titles, capitalized expressions and bold expressions are given for convenience purpose only.

PART – II # RECITALS:

WHEREAS

- (i) M/s. Excel Tea Machinery Pvt. Ltd., is the sole and absolute owner of ALL THAT the piece and parcel of land admeasuring an area 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq.ft. in R.S. Dag Nos. 637, 656, 657, 658, 659, 660, 661/2107, 661 & 662 corresponding to L.R. Dag Nos. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R. Khatian No. 1748., all under L.R. Khatian No.1748, within Mouza Bankra, Police Station – Domjur, District- Howrah, within Bankra 1 No. Gram Panchayet, together with all other rights of easement attached thereto together with all other rights of easement attached thereto in the manner as hereinafter stated.

1. M/s. Excel Tea Machinery Pvt. Ltd., became owner of the said property by two registered deeds of sale i.e. by Deed of Sale dated 11.06.1990, registered in the office of District Sub Registrar, Howrah, vide Book No.I, Volume o.71, Pages 236 to 264, Being NO.2794 for the year 1990 the M/s. Excel Tea Machinery Pvt. Ltd. Became owner of 84 Decimals or 50 Cottahs

15 Chittacks 24 Sq. feet danga land with 15 wide strip of land, measuring about 7.5 Decimals or 4 Cottahs 3 Chittacks 30 Sq. feet from its then owner M/s. Parui & Co., a Partnership Firm, registered under the Indian Partnership Act, represented by their Partners Sri Sahadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui, Krishnadhan Parui and Samir Kumar Parui, wherein said partners also joined as Confirming Parties as initially they purchased the said properties as their joint name.

2. By another Deed of Sale dated 10.06.1990 registered before the Office of District Sub Registrar, Howrah, vide Book No.I, Volume No....., Pages from to being No.2793 for the year 1990 the said M/s. Parui & Co. A Partnership Firm, registered under the Indian Partnership Act, represented by their Partners Sri Sahadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui, Krishnadhan Parui and Samir Kumar Parui on confirming parties said partners (as initially they purchased the said properties as their joint names) sold to one Sharpedge SS Ring Private Limited 28.5 Decimals or 17 Cottahs and 38 Sq. Ft. Danga land.
3. The said M/s Excel Tea Machinery Pvt. Ltd., initially merged with said Sharpedge SS Ring Private Limited and subsequently Sharpedge SS Ring Private Limited renamed as M/s. Excel Tea Machinery Pvt. Ltd., by complying all the Rules and Regulations of the Companies Act and accordingly M/s. Excel Tea Machinery Pvt. Ltd., the First Party herein being sole and absolute owner of the said property mutated its name in the Settlement Record of Right and also converted the said property as commercial plot of land.
4. Thus the Owner herein is the owner of ALL THAT the piece and parcel of land admeasuring an area 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq.ft. in R.S. Dag Nos. 637, 656, 657, 658, 659, 660, 661/2107, 661 & 662

M/s. Parui & Co.

Sri Sahadeb Parui

corresponding to L.R. Dag Nos. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R. Khatian No. 1748., all under L.R. Khatian No.1748, within Mouza Bankra, Police Station – Domjur, District- Howrah, within Bankra 1 No. Gram Panchayet, together with all other rights of easement attached thereto

- (ii) The owner being desirous of developing the Schedule Property hereby appoint the Developer as the 'Developer' to develop the property into a building complex comprising of several units/ building/ blocks.
- (iii) The Owner have further represented to the Developer that:-
- i) The Owner are in peaceful possession of the Schedule property
 - ii) The Owner has represented that the property described in the First Schedule is free from encumbrances, mortgages, charges, liens, lispendens, attachments, acquisitions, requisitions, claims, government notifications, any legal effect, and demands and any of the above representations or any condition that materially affects the title of the owner which shall prevent or obstruct the Developer from commencing or progressing with the work of development and under all circumstances it shall always be the responsibility of the Owner who shall keep the Developer indemnified for the same and the Owner shall ensure that the property has a bankable title.
- (iv) The Owner has not received any notice for maintaining status quo order or restraining them from sale of the property by any court of law as on the date of execution of this presents.
- (v) The Owner has not entered into any agreement or contract with any person or persons / company or companies in connection with the said property or any part thereof or its development / transfer prior to the execution of this agreement.

- (vi) That the Owner have not done any act deed or thing which might affect its right to grant the Developer the exclusive right to develop the said Premises and that it has not entered into any agreement, written or oral, with any person other than the Developer herein concerning the said Premises.
- (vii) That the said Premises is free from all encumbrances (save and except the existing encumbrances) charges, mortgages, liens, dispendens, trusts and attachments of whatsoever and howsoever nature and that the said Premises is in the exclusive possession of the Owner herein
- (viii) That the Developer shall be and is entitled to exclusively develop construct and complete the buildings on the said Premises without any interruption or interference from the Owner or any person or persons claiming through or under the Owner.
- (ix) The Owner shall execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development of the said Premises in terms hereof for the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the building in accordance with the sanctioned Building Plan.

AND WHEREAS the Developer has assured that

- A)** It has adequate funds, know-how, expertise and all means to undertake development of the Building Complex in the manner agreed hereunder.
- B)** The Developer has gone through the documents available with the Owner in respect of the property as referred to in this agreement and prima facie satisfied itself as to the title of the Owner, however, the

Developer shall be entitled to cause further searches and/or conduct due diligence in respect of Schedule Property and satisfy itself for the purpose of causing further investments in the Project and progressing with the work of construction in terms of this Agreement with an intent to commercially exploit the Schedule Property for the purpose of benefit to the Owner out of the Owner's Allocation and benefit to the Developer out of the Developer's Allocation.

- C) Upon discussions and negotiations it is agreed between the Parties that the Developer would develop the same at its own costs and expenses and would be entitled to sale of constructed spaces in the Building Complex so developed by the Developer at the said property on certain terms and conditions as herein contained.

AND WHEREAS the parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said property and commercial exploitation of their respective allocations in the Building Complex and their respective rights and obligations in respect of the same as hereinafter contained:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. AGREEMENT, CONSIDERATION AND ALLOCATIONS:

- 1.1** In the premises aforesaid, the Parties have agreed and contracted with each other for development and commercial exploitation of the Building Complex at the said property for their mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- 1.2** In consideration of the mutual promises and obligations of the Parties contained herein, the Owner hereby agrees to contribute the said Property and to allow the same to be used for the purpose of development by the Developer

and accordingly Owner, and the Developer grant unto each other the respective allocations subject to and on the terms and conditions hereinafter contained.

- 1.3** In consideration of the Owner providing land of the said property as aforesaid, the Developer hereby agrees to develop the Building Complex and construct the New Building solely at its own costs and expenses and deliver the Owner's Allocation to the Owner (subject to the terms and conditions as contained herein) in the manner mentioned herein and comply with its obligations and liabilities herein contained.
- 1.4** It is agreed by and between the parties hereto that in the Building Complex, the Owner shall be entitled to and shall be handed over the Owner's allocation and the Developer shall be entitled to and shall be allocated the Developer's Allocation in accordance with the ratio as mutually agreed upon and The ultimate roof of the New Building shall belong to the Developer as part of the Developer's Allocation.
- 1.5** The Developer agrees to develop the said property by constructing the New Building thereat, which includes, inter alia, the respective allocations, solely at its own costs and expenses in the manner hereinafter mentioned and to provide all requisite workmanship, materials, technical knowhow and finances for the same in the manner and on the terms and conditions hereinafter contained.
- 1.6** It is made clear that all and entire costs and expenses for construction and completion of the entire allocation shall be borne and paid by the Developer and the Owner shall not be liable to bear any expenses in respect thereof.

- 1.7** At all stages of construction, Owner shall own and be absolutely entitled to the Owner's Allocation and the Developer shall be absolutely entitled to the Developer's Allocation in terms of this agreement.
- 1.8** The Parties shall be entitled to commercially exploit their respective allocations in the manner mentioned hereinafter.

2. SECURITY DEPOSIT

- 2.1** The Developer shall pay to the Owner a sum of **Rs. 5,000,0000/-- (Rupees Five Crore) only** as total refundable security deposit amount being interest free refundable security deposit (the receipt whereof the Owner do hereby as also by the receipt and memo hereunder written admit and acknowledge). The Owner has put the Developer in possession of the Property for the purpose of development and the Developer shall appoint their respective security guards in the schedule premises mentioned hereunder .
- 2.2** The said interest free security deposit shall be refunded by the Owner to the Developer as per mutually agreed terms .

3. EXISTING ENCUMBRANCE:

- 3.1** The Owner shall clear the existing encumbrance within the period of 6 Months from the date of this Agreement failing which the Developer's obligation to make the balance refundable security deposit amount shall not be mandatory and upon such existing encumbrance being cleared the timelines for payment shall stand accordingly extended from the date of clearance of existing encumbrance.

4. SALE OF CONSTRUCTED SPACE:

- 4.1** The developer shall Sell/Lease/Assign/Rent Out/ Sublet/Grant in any manner the constructed space on the basis of the power of attorney executed and registered pursuant to the terms of this development agreement and the developer shall hand over the Owner 's Allocation to the Owner in the manner as agreed in this Agreement.

- 4.2** The Developer shall be entitled to deal with dispose of transfer, assign, enter into Agreement for Sale Sell/Lease/Assign/Rent Out/ Sublet/Grant and receive advances from intending purchasers for sale of the Entire Developer's Allocation at all times without any interference and obstruction from the Owner provided that the Developer shall hand over the Owner's Allocation to the Owner in terms of this agreement or as may be agreed upon by the owner subject to satisfaction of the Owner 's regarding the Owner 's Allocation.
- 4.3** The Developer shall be entitled to execute Deed of Conveyance and part with possession of constructed space with Unit Purchasers.
- 4.4** The Developer shall be entitled to deal with dispose of transfer, assign, enter into Agreement for Sale and receive advances from Intending purchasers for sale of units of Developer's Allocated Space decided and/or to be decided as per the mutually agreed terms & conditions between the parties including the right to execute Deed of Conveyance and part with possession of constructed space with Unit Purchasers. The Owner shall execute and register a Power of Attorney in favour of the Developer to act on its behalf to enable the Developer to deal with the Developer's Allocation and the Owner shall also execute a separate Power of Attorney to the Developer to enable the Developer to deal with the Owners' Allocation in terms of the understanding between the Owner and the Developer.
- 4.5** If for any reason the Owner creates any impediment in returning the security deposit, the Developer shall be entitled to recover the said refundable security deposit in accordance with law and the Developer shall be entitled to sell the Owner 's allocation and the Owner shall not raise any objection with regard to the same.
- 5. Cost of Transfer:**
The cost of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees of the respective allocations.

6. MUNICIPAL TAXES AND KHAJANA:

- 6.1** The Owner shall pay the municipal rates and taxes, khajna, rents, fees, etc., for all periods prior to the execution of this Agreement.
- 6.2** From the date of this Agreement the developer shall pay the municipal rates and taxes, khajna, rents, fees, etc.
- 6.3** From the date of handing over possession of the respective units and/or from the date of notice of possession to the Owner and /or to the Transferees, the Owner and /or the Transferees shall be responsible to pay all respective rates and taxes.

7. TITLE DEEDS:

- 7.1** The Developer shall retain all the Deed of Conveyance in its favour in respect of the property and shall be entitled to create mortgage of the land and/or project area by keeping the said original title deeds in mortgage either in equitable form or as registered mortgage. The Developer shall without failure and/or delay give inspection of all original documents of title at any place as may be required by the Owner and /or extracts and/or photocopies thereof as may be required from time to time.
- 7.2** The original title deeds shall be immediately handed over to the Developer by the Owner, simultaneously on execution and registration of this Agreement.
- 7.3** In the event the Developer avails any project loan the Developer shall avail the same by creating any mortgage of the title deeds keeping the said original title deeds in mortgage either in equitable form or as registered mortgage further to the condition that the Developer shall be under an obligation to ensure that the Owner is satisfied regarding its allocation.

7.4 Upon formation of the association/society/company of the Transferees of the Units in the Building Complex for taking over the acts relating to the Common Purposes.

7.5 The Developer shall provide inspection, examination of the said documents from time to time to such persons for such matters as shall be relevant for the purposes of the Project and/or sale, transfer of Units in the Project.

7.6 It being further agreed that respective Transferees of Units shall be permitted to take finance from banks and financial institutions for acquiring the Units and/or Parking Spaces in the Building Complex without any obstruction from the Owner or the Developer.

8. STATUTORY PERMISSIONS: MUTATION, CONVERSION, PERMISSIONS, PREPARATION AND SANCTION OF BUILDING PLAN ETC:

8.1 DEVELOPER: The Developer shall bear the costs and expenses for preparation and sanction of building plan and the developer submit for sanction plan to the Zilla Parishad for sanction. The Owner shall not interfere with the design, lay out and elevation of the sanction plan and the same shall be finally decided by the Developer.

8.2 OWNER: The Owner shall Cause the names of the Owner to be mutated in the records of the Howrah Municipal Corporation and/or local Municipal Authority at its own costs, if so required and/or if not already done.

8.3 In case at any time after the sanction of the Building Plan, any additional area beyond those sanctioned thereunder can be constructed lawfully at the said property or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the benefit of such additional construction and all appertaining right title and interest in the said property shall accrue to and belong to the Developer only and the Owner shall not claim any right in

respect of such additional construction and accordingly waives the right to raise any such claim with regard to the additional constructed space.

- 8.4** All costs and expenses for construction of such additional areas will be borne by the Developer.

9. POSSESSION:

It is recorded that simultaneously with the execution hereof, the Owner has put the developer in possession of the Property demarcated and identified by the existing boundary wall and the Owner has allowed the Developer to undertake development of the said Property described in the **First Schedule** on the terms and conditions herein contained and the Developer shall be responsible for the safety and security of the same and appoint its security guards thereat.

- 9.1** The Owner have duly authorized the Developer to sell, transfer and convey the constructed saleable space/area, however, the Developer shall handover the Owner's Allocation to the Owner as per the terms of this Agreement.

- 9.2** The proportionate share in the land comprised in the said property and in the Common Areas and Installations attributable to any Unit shall be the proportion in which the super built-up area of such Unit bears to the total super built-up area of all the Units in the New Building.

10. CONSTRUCTION OF THE BUILDING COMPLEX:

- 10.1** The Developer shall construct and build the Building Complex at the said property in accordance with the Plan sanctioned by the local municipal authority and/or Zilla Parishad and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the local municipal authority in force at the relevant time.

- 10.2** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with modern designs and good quality of

materials, cement, sand, stonechlp, bricks, steel, bars, lifts, doors, windows, fixtures, fittings etc.

- 10.3** Upon demolition of the existing buildings and structures by the Owner, the Developer shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies or service providers as may be required for the construction and use of the Building Complex, at its own cost and expenses acting on the basis of the power of attorney granted in furtherance to this agreement.
- 10.4** All persons employed by the Developer for the purpose of construction including Architects, Contractors, caretaker, staff, labourers, security guards, etc. shall be under employment of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration, provident fund, employees state insurance (ESI), workmen's compensation etc., or their acts in any manner whatsoever and shall have no responsibility towards them or any of them or for the compliance of the provisions of labour laws, payment of wages, etc., and all the responsibilities in that behalf shall be of the Developer and the Owner shall be kept protected and harmless against any action, if any taken against the Owner for non compliance or violation of the said requirements. The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws, rules and bye-laws applicable to construction of the New Building.
- 10.5** The Developer shall construct and complete the New Building at its own cost, risk and responsibility and shall alone be responsible and liable to Government, Howrah Municipal Corporation and/or Zilla Parishad and/or local Municipal Authority and other authorities concerned for any loss, damage or compensation or for any claim arising from or relating to such construction (including on account of loss of life or total or partial disability of any labourer etc., fire, etc.) and shall indemnify the Owner fully against any claims, losses,

damages and proceedings suffered by the Owner for any default, failure, breach, act, omission or neglect on the part of the Developer .

10.6 All costs and expenses for construction and development of the said property in terms hereof shall be borne and paid by the Developer and the Owner shall not be required to pay or contribute any amount on such account or meet any of such expenses.

10.7 It is further agreed that for the purpose of ensuring that the property is in a state which shall enable the Developer to proceed with the work of construction if any amount is required to be spent, the same shall be done by the Owner only (in as much as the entire matter relating to the title of the land has been mutually agreed to be the Owner mandatory obligation and as a condition precedent for the Owner and the Developer to enter into this Agreement) any other expense that may be required to be made by the Owner

11. TIME FOR COMPLETION OF THE BUILDING COMPLEX.

Subject to the Owner fulfilling their obligations as set forth in this Agreement The Developer shall endeavour to construct and complete the construction (subject to conditions of force majeure) of the Building Complex in all respect within 48 months with a grace period of further twelve months from the date of sanction of Building Plan.

12. SALES & MARKETING : The Developer shall carry out, organise, plan, conceptualise the sales and marketing programme for the Project in the manner as deemed fit and proper by it without any interference from the Owner.

13. COMMON PURPOSES:

13.1 As a matter of necessity, Owner and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their

respective allocations would be bound and obliged to pay the common expenses, municipal rates and taxes, maintenance charges and other outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer and adopted for or relating to the Common Purposes.

- 13.2** The Developer shall upon completion of the Building Complex provide necessary cooperation to form an Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time Association is formed the Developer shall be in charge for the Common Purposes.

14. COVENANTS OF THE OWNER:

14.1 The Owner do hereby agree and covenant with the Developer as follows:

- (a) to extend full co-operation to the Developer to enable it to undertake development of the Building Complex in terms hereof;
- (b) not to let out, grant lease, mortgage, charge or otherwise encumber the said property or any part thereof till handing over of the owner's allocation to the Owner by the Developer.
- (c) Not to claim any other space or allocation save or except the owner's allocation.
- (d) not to cause any obstruction or interference in the construction activities undertaken by the Developer and/or its agents at the said property.
- (e) Not to advise the Developer with any matter regarding the Project or not to insist upon in making any addition or alteration in the Project.
- (f) to ensure that the project land is not the subject matter of any government restrictions, prohibitory order by statutory body, to clear all such matters which shall create impediment or obstacle in the Developer commencing or carrying out smooth progress of the project.
- (g) The Owner shall not change its shareholding or shareholding pattern without informing the Developer first in so far as the change in share

holding materially affects the title and ownership of the property with the present landowner and/or its shareholders. This covenant shall be only valid till the pendency of the statutory assessment of the accounts of the project under Income Tax Act.

- (h) The Owner shall not make any application for striking off its name in the records of the registrar of Companies and/or shall not file any application for voluntary liquidation and shall keep the Developer informed of all proceedings and litigations if any in the future.
- (i) The Owner shall defend all cases against the Owner and intimate the developer of any proceeding against the land owner and /or anything concerning the land.
- (j) As and when required the Owner shall sign on all or any document concerning the land and /or development.
- (k) The Owner shall ensure that all filings with regard to the Registrar of Companies as required under law and/or any other statutory authority governing the Owner in such manner that the project land and/or the work of development and/or the right of the Developer shall not be affected in any manner prejudicial to the Owner .
- (l) The Developer shall bear all the tax liabilities arising out of this Agreement in accordance with law.

15. EXTRAS, DEPOSITS & TAXES:

15.1 The Developer shall be entitled to recover the extras and deposits from the intending Purchasers as may be applicable for the use, enjoyment and occupation of the Units to be constructed .

15.2 GST arising out of this Development Agreement, and other applicable taxes if any, shall be to the account of the Developer who shall be entitled to recover the same from all the Transferees.

16. DEFAULTS:

16.1 At any point in time in case of there being any defect in title of the entire land and/or a part thereof or any third party claim arises in respect of the land, the Owner shall clear such defects in title. In the event the Owner makes any default to comply with its obligations under this agreement the time to

complete the Project shall stand automatically extended to the extent of the period for which the default continues, save and except regarding receipt of the owner's allocation in terms of this Agreement the Owner shall have no other claim against the Developer.

16.2 Notwithstanding the Agreement of the Parties with regarding to payment of liquidated damages in case of default by any of the Parties herein the aggrieved party shall have the right to initiate appropriate proceedings against the defaulting Party for any other claim which the aggrieved party may be of the opinion that the aggrieved party shall then be entitled to over and above the liquidated damages.

16.3 Neither party hereto can unilaterally cancel or rescind this agreement at any time.

17. EXCEPTIONS:

17.1 The parties hereto shall not be considered to be in default of complying with their respective obligations hereunder in case their performance of the same is prevented due to force majeure and it shall be deemed that their respective obligations stood suspended during the subsistence of force majeure.

18. MISCELLANEOUS:

18.1 The Developer shall be entitled to get the Building Complex at the said property approved from any of the Banks and/or Financial Institutions to enable the Transferees acquiring any Unit or other portion in the Building Complex to take loans from any such Banks or Financial Institutions. However, nothing contained in this Agreement shall take away the right of the Developer to create mortgage, create charge of the *project land or constructions* and for the purpose the Developer shall be entitled to execute such mortgage documents as provided in this Agreement on the basis of a Power of Attorney authorizing the Developer to represent the Owner .

18.2 With effect from the date hereof, all outgoings (including but not limited to municipal rates and taxes, khajana, electricity charges etc.) with regard to the respective property shall be borne paid and discharged by the Developer and all prior liabilities shall be borne by the Owner.

18.3 Either Party shall indemnify and keep saved, harmless and indemnified the other party from any losses, damages, costs, claims, demands, actions and proceedings suffered by the other party due to any incorrect and/or wrong representation, omission, delay or negligence of such party or their/its agents.

18.4 Nothing contained in these presents shall be construed as a sale, demise or transfer of the said property or any part thereof by the Owner to the Developer or creation of any title or interest of the Developer in the said property or any part thereof other than right to the Developer to develop the same in terms hereof and to deal with the Developer's Allocation in the Building Complex in the manner herein contained.

18.5 The Developer shall have liberty to amalgamate the adjacent plot of land in future for better benefit if required, but the Owner shall not acquire any benefit out of the adjacent land

19. NOTICES:

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 7TH day from the date of despatch of such notice by prepaid registered post or speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post or speed post without the same being served.

20. ARBITRATION:

20.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein

contained or touching these presents and/ or the said property or determination of any liability shall be referred to Arbitration.

20.2 The arbitration shall be held under the provisions of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitral Tribunal shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

- (a) The arbitration shall be held at Kolkata in English language.
- (b) The Arbitral Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (c) The Arbitral Tribunal will be at liberty to give interim orders and/or directions.
- (d) The Arbitral Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- (e) The Arbitral Tribunal will be at liberty to award compensation and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

21. JURISDICTION:

21.1 Only the Courts within the District of Howrah having territorial jurisdiction over the said property and the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain try and determine all suits, actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land admeasuring an area of **120 Decimals (Sataks)** equivalent to **72 Cottahs 9 Chittacks 27 Sq.ft.** in R.S. Dag Nos. 637, 656, 657, 658, 659, 660, 661/2107, 661 & 662 corresponding to L.R. Dag

Nos. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R. Khatian No. 1748, at Mouza Bankra, J.L. No. 55, Touzi No. 3989, R.S. No. 1954, under Bankra-1 Gram Panchayet, P.S. Domjur, District Howrah, Pin- 711403. together with all other rights of easement attached thereto which is butted and bounded as follows:

On the North: VACANT LAN

On the South: HOWRAH AMTA MAIN ROAD

On the EAST : PLAY GROUND

On the WEST: T.T.MARKET

:

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Extras & Deposits)

EXTRAS shall include:

- (a) Facilities and amenities in the building Complex, all expenses, deposits, security deposits, etc. on account of obtaining power from the electricity service provider in and for the Building Complex;
- (b) all costs, charges and expenses on account of purchase and installations of generator and its accessories (including cables, panels and the like) for power back-up for the Units and Common Areas and Installations;

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges and municipal rates and taxes;
- (b) Deposit on account of sinking fund.

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

SIGNED SEALED AND DELIVERED

on behalf of the abovenamed **OWNER**
in the presence of:

1. Anur Kumar Saha
31B Anandabadi Sadak
Kolkata-5
2. Anuram Basu
10, Old Post Office Street
Kolkata-1

SIGNED SEALED AND DELIVERED

on behalf of the abovenamed
DEVELOPER in the presence of:

1. Anur Kumar Saha
2. Anuram Basu

For EXCEL TEA MACHINERY PVT. LTD.

(Signature)
Director
(Dipak Kumar Adhikari)

Ankur Nirman Pvt. Ltd.

(Signature)
SURENDRA KUMAR SHARMA

Drafted by me
Subhendu Sen
Advocate
High Court Calcutta
Ext. no. F-2247/02

RECEIPT

Received from the within named DEVELOPER the within mentioned sum of **Rs.5,00,00,000/- (Rupees Five Crore) only** as refundable Security Deposit as under :

Date	Cheque/DD No.	Bank	Amount (in Rs)
01.04.2019	000173	HDFC Bank	10,000,000.00
07.05.2019	912436	SBI	5,000,000.00
07.05.2019	912437	SBI	5,000,000.00
22.05.2019	912439	SBI	5,000,000.00
23.05.2019	912438	SBI	5,000,000.00
04.06.2019	000239	HDFC Bank	10,000,000.00
10.06.2019	000242	HDFC Bank	5,000,000.00
12.06.2019	912461	SBI	5,000,000.00
			5,00,00,000/-

(Rupees Five Crore) only

Anu Kumar Saha

Rajam Baidik

For EXCEL TEA MACHINERY PVT. LTD.

Shikha
Director

SPECIMEN FORM FOR TEN FINGERS PRINT



S. S. Khanna
(1114 KUNAL KAPASTHA)



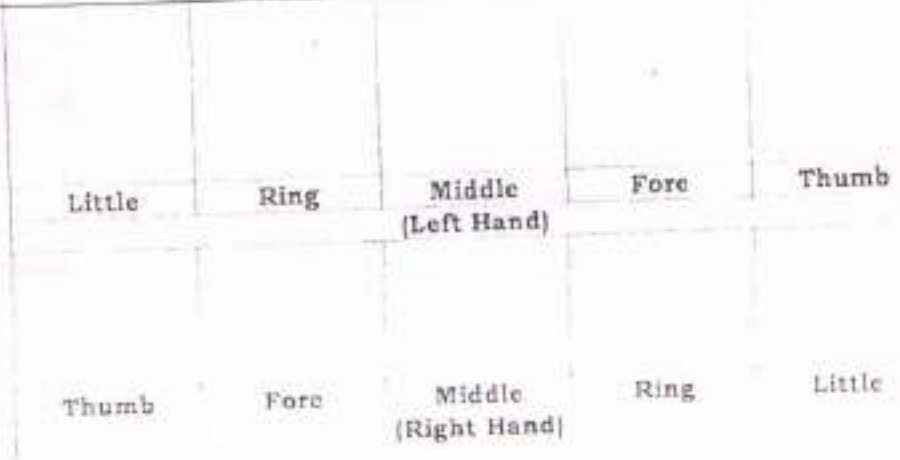
S. S. Khanna
(SURENDRA KUMAR SHARMA)



PHOTO



PHOTO



Major Information of the Deed

Deed No. :	I-1904-06009/2019	Date of Registration	14/06/2019
Query No / Year	1904-0000899255/2019	Office where deed is registered	
Query Date	12/06/2019 1:03:44 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ANKUR NIRMAN PRIVATE LIMITED 10, CLIVE ROW, 2nd FLOOR, ROOM NO-206/4, Thana : Burrobazar, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831080351, Status : Buyer/Claimant		
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 : 5,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 5,18,34,264/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 5,00,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: Howrah, P.S:- DOMJUR, Gram Panchayat: BANKRA-I, Mouza: Bankra JI No: 55, Pin Code : 711403

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-600 (RS :-)	LR-1748	Bastu	Bastu	27.5 Dec		95,03,340/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L2	LR-620 (RS :-)	LR-1748	Bastu	Danga	6 Dec		21,34,440/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L3	LR-621 (RS :-)	LR-1748	Bastu	Danga	15 Dec		53,36,100/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L4	LR-658 (RS :-)	LR-1748	Bastu	Danga	4 Dec		17,48,208/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L5	LR-623 (RS :-)	LR-1748	Bastu	Danga	7 Dec		28,45,920/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L6	LR-660 (RS :-)	LR-1748	Bastu	Danga	29 Dec		1,41,48,288/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L7	LR-625 (RS :-)	LR-1748	Bastu	Danga	9 Dec		43,90,848/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.

L8	LR-626 (RS :-)	LR-1748	Bastu	Danga	18.43 Dec		89,91,481/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
L9	LR-627 (RS :-)	LR-1748	Bastu	Bastu	4.07 Dec		19,85,639/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
		TOTAL :			120Dec	0 /-	510,84,264 /-	
		Grand Total :			120Dec	0 /-	510,84,264 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft	0/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
	Total :	1000 sq ft	0 /-	7,50,000 /-	



















Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	EXCEL TEA MACHINERY PVT LTD 1 AND 2, OLD COURT HOUSE CORNER, P.O.- GPO, P.S.- Burrobazar, District-Kolkata, West Bengal, India, PIN - 700001 , PAN No.: AABCE2883R, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANKUR NIRMAN PRIVATE LIMITED ,10, CLIVE ROW, 2nd. FLOOR, ROOM NO-206/4, P.O.- GPO, P.S.- Burrobazar, District-Kolkata, West Bengal, India, PIN - 700001 , PAN No.: AAGCA3994G, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr DIPAK KUMAR AGRAWALLA Son of Mr KISHOR PRASAD AGRAWALLA Date of Execution - 14/06/2019, , Admitted by: Self, Date of Admission: 14/06/2019, Place of Admission of Execution: Office </td> <td>  Jun 14 2019 4:37PM </td> <td>  LTI 14/06/2019 </td> <td>  14/06/2019 </td> </tr> <tr> <td colspan="4"> ,SEVA ENCLAVE,3rd. FLOOR, Flat No: 6, P.O:- MADURDAHA PS NOW ANANDAPUR, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AEXPA3319R Status : Representative, Representative of : EXCEL TEA MACHINERY PVT LTD (as DIRECTOR) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr DIPAK KUMAR AGRAWALLA Son of Mr KISHOR PRASAD AGRAWALLA Date of Execution - 14/06/2019, , Admitted by: Self, Date of Admission: 14/06/2019, Place of Admission of Execution: Office	 Jun 14 2019 4:37PM	 LTI 14/06/2019	 14/06/2019	,SEVA ENCLAVE,3rd. FLOOR, Flat No: 6, P.O:- MADURDAHA PS NOW ANANDAPUR, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AEXPA3319R Status : Representative, Representative of : EXCEL TEA MACHINERY PVT LTD (as DIRECTOR)			
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Name	Photo	Finger Print	Signature										
Mr SURENDRA KUMAR SHARMA (Presentant) Son of Late C L SHARMA Date of Execution - 14/06/2019, , Admitted by: Self, Date of Admission: 14/06/2019, Place of Admission of Execution: Office	 Jun 14 2019 4:38PM	 LTI 14/06/2019	 14/06/2019										
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Identifier Details :

Name	Photo	Finger Print	Signature
Mr ARUN KUMAR SAHA Son of Late PANCHUGOPAL SAHA 31B, NIMU GOSWAMI LANE, P.O:- HATKHOLA, P.S:- Jorabagan, District:- Kolkata, West Bengal, India, PIN - 700005	 14/06/2019	 14/06/2019	 14/06/2019
Identifier Of Mr DIPAK KUMAR AGRAWALLA, Mr SURENDRA KUMAR SHARMA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-27.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-6 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-15 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-4 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-7 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-29 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-9 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-18.43 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-4.07 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	EXCEL TEA MACHINERY PVT LTD	ANKUR NIRMAN PRIVATE LIMITED-1000.00000000 Sq Ft

Land Details as per Land Record

District: Howrah, P.S:- DOMJUR, Gram Panchayat: BANKRA-I, Mouza: Bankra JI No: 55, Pin Code: 711403

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 600, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:বাস্তু, Area:0.28000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 620, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:ডাঙ্গা, Area:0.06000000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 621, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:ডাঙ্গা, Area:0.15000000 Acre,	Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 658, LR Khatian No:- 1748		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 623, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:ডাঙ্গা, Area:0.07000000 Acre,	Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 660, LR Khatian No:- 1748		Seller is not the recorded Owner as per Applicant.
L7	LR Plot No:- 625, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:ডাঙ্গা, Area:0.09000000 Acre,	Seller is not the recorded Owner as per Applicant.
L8	LR Plot No:- 626, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:ডাঙ্গা, Area:0.18000000 Acre,	Seller is not the recorded Owner as per Applicant.
L9	LR Plot No:- 627, LR Khatian No:- 1748	Owner:মেসার্স এক্সেল টি মেসিনারি, Gurdian:প্রা লিমিটে, Address:নিজ, Classification:বাস্তু, Area:0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190406009 / 2019

On 14-06-2019

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

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

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

Presented for registration at 16:14 hrs on 14-06-2019, at the Office of the A.R.A. - IV KOLKATA by Mr SURENDRA KUMAR SHARMA .,

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 5,18,34,264/-

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

Execution is admitted on 14-06-2019 by Mr DIPAK KUMAR AGRAWALLA, DIRECTOR, EXCEL TEA MACHINERY PVT LTD (Private Limited Company), 1 AND 2, OLD COURT HOUSE CORNER, P.O.- GPO, P.S.- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr ARUN KUMAR SAHA, , Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSWAMI LANE, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by profession Service

Execution is admitted on 14-06-2019 by Mr SURENDRA KUMAR SHARMA, DIRECTOR, ANKUR NIRMAN PRIVATE LIMITED, ,10, CLIVE ROW, 2nd. FLOOR, ROOM NO-206/4, P.O- GPO, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr ARUN KUMAR SAHA, , Son of Late PANCHUGOPAL SAHA, 31B, NIMU GOSWAMI LANE, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,00,105/- (B = Rs 5,00,000/- ,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 5,00,105/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/06/2019 3:12PM with Govt. Ref. No: 192019200025393601 on 14-06-2019, Amount Rs: 5,00,105/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ABYVPP8 on 14-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 32585, Amount: Rs.5,000/-, Date of Purchase: 13/06/2019, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/06/2019 3:12PM with Govt. Ref. No: 192019200025393601 on 14-06-2019, Amount Rs: 70,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ABYVPP8 on 14-06-2019, Head of Account 0030-02-103-003-02



Tridip Misra

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 269653 to 269698

being No 190406009 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.06.19 13:32:50 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 19-06-2019 13:32:43
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)