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JOINT VENTURE AGREEMENT

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BETWEEN

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(1) M/s TARAMA APARTMENT (P) LTD., PAN No. AACCT8500F, a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act, 1956 and having its registered office situated at 33/A, Chandranath Chatterjee Street, Jagu Babu Bazar, Room No. 1E, Kolkata-700025, and represented by its authorized signatory namely Abhishek Mukherjee (PAN NO. CFMPM0334R), son of Sri Prabir Kumar Mukherjee, by faith- Hindu, by occupation Service, residing at 20, Dehbandhu Nagar, Dist. 24 Parganas (North), Post Office-Deshbandhu Nagar, Police Station-Baguihati, Kolkata - 700 059;

(2) SRI NARSINGH INFRASTRUCTURE PVT. LTD, PAN No. AALC53829B, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 5 Raja Subodh Mullick Square, P.O. Bowbazar, P.S. Muchi Para, Kolkata 700 013, and represented by its authorized signatory namely Abhishek Mukherjee (PAN NO. CFHPM0334R), son of Sri Prabir Kumar Mukherjee, by faith - Hindu, by occupation Service, residing at 20, Dehbandhu Nagar, Dist. 24 Parganas (North), Post Office - Deshbandhu Nagar, Police Station-Baguihati, Kolkata - 700 059

(3) M/S ACTION VANIJYA (P) LTD., PAN No. AAICA5032D, a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act 1956 and having its registered office situated at 33/A. Chandranath Chatterjee Street, Jagu Babu Bazar, Room No. 1E, Kolkata-700025, and represented by its authorized signatory namely Abhishek Mukherjee (PAN NO. CFHPM0334R), son of Sri Prabir Kumar Mukherjee, by faith- Hindu, by occupation Service, residing at 20, Dehbandhu Nagar, Dist. 24 Parganas (North), Post Office-Deshbandhu Nagar, Police Station- Baguihati, Kolkata - 700 059

(4) CALAGARY MERCHANTS PVT. LTD., PAN No. AABCC7508F, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 61A, Park Street, 2rd Floor, Room No. 22, Kolkata – 700 016, P.S & P.O Park Steet and represented by its authorized signatory namely

Abhishek Mukherjee (PAN NO. CFHPM0334R), son of Sri Prabir Kumar Mukherjee, by faith- Hindu, by occupation Service, residing at 20, Dehbandhu Nagar, Dist, 24 Parganas (North), Post Office- Deshbandhu Nagar, Police Station- Baguihati, Kolkata - 700 059

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(5) M/S FASTER DEAL TRADE PRIVATE LIMITED, PAN No. AABCF5293J; a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its Registered Office situated at 33/A, Chandranath Chatterjee Street, Jagu Babu Bazar, Post Office & Police Station- Bhawanipore, Kolkata-700025; and represented by its authorized signatory namely Abhishek Mukherjee (PAN NO. CFHPM0334R), son of Sri Prabir Kumar Mukherjee, by faith- Hindu, by occupation Service, residing at 20, Dehbandhu Nagar, Dist. 24 Parganas (North), Post Office- Deshbandhu Nagar, Police Station- Baguihati, Kolkata ~ 700 059, provided that the Owners Nos. 1 to 5 abovenamed are collectively hereinafter referred to as the OWNERS (which expression shall unless contrary and/or repugnant to the context include its successors-In-interest and/or assigns) of the ONE PART.

AND

GURUKUL HOMES PRIVATE LIMITED, PAN No. AACCG6896M, (previously known as Gurukul Agencies (P) Ltd.) a Private Limited Company Incorporated within the meaning and under the provisions of the Companies Act, 1956 and having its Registered Office situated at 61A, Park Street, 2nd Floor, Room No. 22, Post Office & Police Station- Park Street, Kolkata -700 016; represented by Its Director namely **Sanjay Gupta (PAN ADGPG0735M)** son of Shyam Sunder Gupta by faith Hindu, by Occupation Business, by Nationality Indian, residing at 64/75, Belgahla Road, Ultadanga, Post Office: Tala Park, Police Station: Tala, Pin 700 037, hereinafter referred to as the **OWNER/DEVELOPER** (which expression shall unless contrary and/or repugnant to the context include its successors-in-interest and/or assigns) of the **OTHER PART**.

WHEREAS:

- (A) In this Agreement wherever the context so permits the Owners and the Developer are collectively referred to as 'the partles' and individually as 'a party'.
- (B) By various registered Deeds of Conveyances the Owners herein purchased and acquired all that piece and parcel of land measuring an area 114.7859 Decimals (more or less) lying and situated at Mouza Chakpachuria, Patharghata Gram Panchavat, P.S. Rajarhat, District of 24 Parganas (North), which is one compact piece of land and the plots are adjacent plots (morefully and particularly described in the FIRST SCHEDULE hereunder written and herein after referred to as the 'SAID PREMISES').
- (C) The Developer is engaged in the business of undertaking development of real estate in and around the city of Kolkata and has acquired great skill and reputation.
- (D) For the purpose of undertaking development of the said Premises by way of joint venture it has been agreed by and between the parties hereto that the Owners shall make available the said Premises and the Developer in its turn will provide its skill, knowledge, marketing expertise, Professional Team and necessary funds as may be required from time to time either from its own resources or from the owners for the purpose of undertaking development of the said Premises subject to the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

In this Agreement unless there is something contrary or repugnant to the subject or context, the following words shall have the meanings assigned to them as under:

- 1.1 ARCHITECT shall mean such person or persons, firm or firms who may be appointed by the Developer as the Architect for the Building.
- 1.2 ASSOCIATION shall mean any Company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by the Developer upon completion of the said Housing Project for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer.
- 1.3 AGREEMENT shall mean this Agreement.
- 1.4 **BUILDING** shall mean the Residential building to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan and with or without such other modification as may be required for the purpose of sanction of building plan by Patharghata Gram Panchayat, Rajarhat, 24 Parganas(North).
- 1.4.1 **BUTLDING PLAN** shall mean the plan sanctioned and/or to be sanctioned by Patharghata Gram Panchayat, Rajarhat, 24 Parganas (North) together With all modifications and/or alterations thereto from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time.
- 1.5 CAR PARKING SPACE shall mean all the spaces in the portions at ground floor level, whether open or covered, of the building expressed or intended to be reserved for parking of motor cars/scooters.
- 1.6 COMMON AREAS, FACILITIES AND AMENITIES shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer and

other facilities in the building, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building.

- 1.7 **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose including those to be contributed, borne, paid and shared by the Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- 1.8 **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.
- 1.9 **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining and up keeping the Building as a whole In particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administening and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.
- 1.10 **COMPLETION NOTICE** shall mean the notice given by the Developer to the Owners within 15 days from the date of obtaining

Completion certificate from the appropriate authorities on completion of the proposed new building.

- 1.11 COMMENCEMENT OF CONSTRUCTION shaft mean the date of the commencement of construction of the Housing Project after obtaining necessary approvals and sanctions from the Municipal authorities as per terms and conditions of sanctions, permits and approvals.
- 1.12 DEPOSITS shall mean the various amounts to be deposited by the various intending purchasers to be ultimately made over and/or held by the Holding Organization.
- 1.13 MAINTENANCE-IN-CHARGE shall mean and include such agency to be appointed by the Developer for the Common Purposes on such terms and conditions as the Developer in its absolute discretion may deem fit and proper.
- 1.14 NET SALE PROCEEDS The balance amount after deducting the Infrastructure development cost of any nature whatsoever howsoever facilities cost, All Statutory realization including but not limited to Service tax, Legal fees, Stamp duty, Registration fee, Incidental expenses for registration, Cost of extra work of any nature, Deposits for electricity, LT connection from WBSEB, Society formation charges, security guard, project management agencies/companies, architects, Local charges, Cost on account of procurement of electricity, Amounts received as extra charges on account of Generator, Transformer and other Installations and facilities, Development fee/charges and also those received as Deposits/ advances against rates and taxes, Maintenance charges, Amenities, Nomination or any other amount other than the basic price of the Unit.
- 1.15 **PHASEWISE DEVELOPMENT** shall mean and include the proposed residential and commercial buildings complex consisting of residential

Flats, offices, shops, show rooms, servant quarters, parking spaces and other spaces to be constructed in phasewise manner at or upon the "said Plots of Land" as per the sanctioned plan to be obtained from the Bidhannagar Municipal Corporation and/or other concerned authority and/or departments as also as per the Municipal laws and the Building rules. The phasewise development may involve developing the entire land as several phases of one mother project with common sharing of amenities and facilities. The internal roads may be shared by all phases of the mother project and all units' purchasers of all phases shall have common rights over common amenities and common facilities and common internal roads and accordingly maintenance cost shall be shared on all basis. It shall be sole prerogative of the developer to decide on the land area of each phase/exclusive land area of each phase/integrated land of each phase.

- 1.16 REVENUE SHARING shall mean the net sale proceeds accruing from sale of the development and to be shared between the Owners and the Developer in the ratio as hereinafter appearing.
- 1.17 PROPORTIONATE OR PROPORTIONATELY according to the context shall mean for the purpose of land it should be the proportionate share of the respective purchaser and for the purpose of Maintenance Charges it shall be in proportion to the entire building.
- 1.18 THE SAID PREMISES shall mean all that the piece and parcel of land containing by admeasurements 114.7859 Decimals (more or less) lying and situated at Mouza Chakpachuria, Patharghata Gram Panchayat, P.S. Rajarhat, District of 24 Parganas (North).
- 1.19 **TRANSFER** with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is

understood as a transfer of space in multi-storied building to the transferees thereof as per law,

- 1.20 **UNDIVIDED SHARE** shall mean the proportionate variable impartible undivided share in the part of land forming part of the Building and allocated to a particular Block/Building comprised in the said Housing Complex as may be determined by the Architect at the time of execution of the Deed of Conveyance.
- 1.21 "LANDOWNERS ALLOCATION" shall mean the 55% revenue or share out of the sale proceeds out of the Units, Parking Spaces, Common Areas and Installations and other built-up spaces in the Project to be constructed in terms of the said development agreement and wherever the context so permits or intends shall include undivided share in the said Property in the ratio.
- 1.22 "DEVELOPERS ALLOCATION" shall mean the 45% of revenue or share out of the sale proceeds out of the Units, Parking Spaces, Common Areas and Installations and other built-up spaces in the Project to be constructed in terms of the said development agreement and wherever the context so permits or intends shall include undivided share in the said Property in the ratio.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

 all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.

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- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iv) all references to section numbers inefer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereoinder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vil) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. PURPOSE AND OBJECT OF THIS AGREEMENT

3.1 By this agreement the parties hereto have agreed undertake development of the said Premises whereby it has been agreed that the Developer will construct erect and complete new building and/or buildings on the said Property comprising of various self contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the HOUSING PROJECT) which will ultimately be held by various intending purchasers on ownership basis and the net sale proceeds accruing consequent to sale and transfer of the various flats units car parking spaces and constructed spaces will be share between the parties hereto in the manner as hereinafter appearing.

3.2 Nothing contained in this agreement shall be construed to be a partnership between the parties nor as an Association of Persons and the rights and obligations of the partles hereto shall be governed by the terms and conditions of this Agreement.

4. <u>REPRESENTATIONS AND WARRANTIES BY THE OWNERS</u>

- 4.1 The Owners and each one of them have assured and represented to the Developer as follows:
 - (a) That the Owners are presently jointly entitled to the entirety of the said Premises each one having an independent and distinct share or interest therein.
 - (b) That excepting the Owners nobody else has any right title interest claim or demand into or upon the said Premises or any part or portion thereof.
 - (c) That the said Premises are in khas possession of the Owners.
 - (d) That the said Premises is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.
 - (e) That all Panchayat rates taxes land revenue, khajna and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the Owners upto the date of execution of this Agreement thereafter the Developer shall be responsible to pay the

same till the date of handing over possession of the respective units to the intending Purchasers.

- (f) That the said property is not subject to any mortgage and/or charge.
- 4.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this joint venture agreement and to undertake development of the said premises subject to the terms and conditions hereinafter appearing

5. REPRESENTATIONS AND ASSURANCES BY THE DEVELOPER

- 5.1 At or before execution of this Agreement the Developer and each one of them have assured and represented to the Owners as follows:
 - That the Developer has adequate skill expertise and knowledge for undertaking development of the said Premises.
 - ii) That the Developer has necessary financial resources at its command for the purpose of undertaking development of the said Premises and that the development of the said Premises will not suffer due to lack of funds.
 - iii) That the Developer has its own professional team who is well versed in undertaking development of real estate

6. COMMENCEMENT AND DURATION

- 6.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 2nd November 2019 (hereinafter referred to as the COMMENCEMENT DATE).
- 6.2 Taking into account the large stakes of both this parties it has been agreed that this agreement shall not be cancelled and/or rescinded

without the consent of the other party and as such this agreement shall remain in full force and effect until completion of the entire Housing Project.

7. DEVELOPMENT

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- 7.1 In consideration of the mutual covenants herein contained and on the part of the Developer to be paid performed and observed and in further consideration of the Developer having agreed to undertake development of the said Premises the Owners have agreed to grant the exclusive right of development in respect of the said Premises unto and in favor of the Developer to enable the Developer to undertake development of the said Premises by constructing a new building and/or buildings and/or Housing Project in accordance with the plan sanctioned by the authorities concerned and in this regard the Developer is hereby authorized and shall be entitled to
 - apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Premises.
 - take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development.
 - install all electricity and other connections.
 - serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services.

- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs charges claims actions suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges daims actions suits and proceedings.
- vii) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building and/or buildings and/or Housing Project in accordance with the said Plan sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vili) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal, Panchayat and/or other authority or other authorities affecting the Premises or the development.
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do

all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.

- xi) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new building and/or buildings and/or Housing Project in accordance with the Plan sanctioned by the authorities concerned.
 - xii) make proper provision for security of the said premises during the course of development.
 - xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
 - xiv) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said Project.
 - xv) to remain solely hable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings and/or housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
 - 7.2 For the purpose of development of the said Premises the Developer has agreed:

- To appoint its own professional team for undertaking development of the said Premises.
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- III) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance selections and requirements and to design of the Development for the purposes for which is to be used or specific.
- iv) The approved plans have been and/or will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which is to be used and the property is fit for the carrying out of the development.
- The Developer shall commence and proceed diligently to execute and complete the development;
 - a. In a good and workman like manner with good quality of materials free from any latent or inherent defect (whether of design, workmanship or materials) to the reasonable satisfaction of the Owners and

i) -

- b. in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vt) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

8. PLAN

- 8.1 It shall be the obligation of the Developer to prepare or cause to be prepared a map or plan by its Architect and to cause the same to be sanctioned in the name of the Owners by the Authorities concerned.
- 8.2 At or before submission of the said Plan the Developer shall make available a copy of the said Plan to the Owners and if the owners have any suggestions and if such suggestions results in optimizing the total sanctioned area then and in that event such suggestions would be incorporated and if within a period of three days from the Developer making available a copy of the said Plan to the Owners if no suggestion is received then and in that event it would be deemed to be that the Owners have consented to the sanction of the said Plan.
- 8.3 All costs charges and expenses for preparation of the said Plan including the sanction fee shall be paid borne and discharged by the Developer.

8.4 The Developer shall be entitled to alter and/or modify the said Plan as may be recommended by the Architect for the purpose of maximizing the total floor area ratio (FAR).

9. DEVELOPMENT COSTS

- 9.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- Iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Premises or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the

responsibility therefore is not assumed by or recoverable from any third party.

- All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- All proper costs and interests and other finance costs payable by the Developer for undertaking development.
- vilit) All costs for construction, erecting and completing the said new building in accordance with the said Plan

10. CONSTRUCTION ERECTION AND COMPLETION

- 10.1 Within a period of 30 days from the date of sanction of the Plan or mutually agreed or prior thereto as may be agreed between the parties hereto the Owners shall put the Developer in possession of the said Premises with the intent and object that the Developer shall be entitled to undertake development of the said Premises by constructing erecting and completing new building and/or buildings thereon in accordance with the said Plan.
- 10.2 Immediately after obtaining all permissions which may be required for undertaking construction of the said new building and/or building the Developer shall –
- immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing structures standing thereon, if any.
- proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials as may be

recommended by the Architect for the time being, free from any latent or inherent defect.

- iii) execute and complete the development in accordance with the approved plan and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.
- 10.3 The said new building shall be constructed erected and completed in all regards within a period of 36 months with a grace period of 6 months from the date of sanction of the said Plan (hereinafter referred to as the COMPLETION DATE) with such materials and/or specification as may be recommended by the Architect.
- 10.4 The said new building shall be constructed with such materials and/or specifications details whereof will appear from the SECOND SCHEDULE hereunder Written.
- 10.5 The said new building and/or buildings shall be constructed erected and completed in a workman like manner and the Developer has assured that because of lack of finances or otherwise the work of construction will not be abandoned with the intent and object that the very object of entering into this agreement is to ensure that the development work is completed within the time frame as hereinbefore mentioned.
- 10.6 The Developer in the name of the Owners shall be entitled to apply for and obtain all permissions approvals and/or sanctions as may be necessary and/or required and for the aforesaid purpose it has been agreed that the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.

- 10.7 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 10.8 All costs charges and expenses including taxes and Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 10.9 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building.
- 10.10 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said new building and/or for any defect therein.
- 10.11 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.
- 10.12 The Owners and/or any person and/or persons authorized by them shall be entitled to inspect the progress of the work of construction and in any event the Developer has agreed to periodically keep them informed about the progress of the work of construction and in the event of there

being any defect or deviation detected then and in that event the Developer at its own cost shall cause the same to be cured.

11.REVENUE SHARING

- 11.1 To facilitate the sale of the constructed units and with an intent to earn the best possible revenue, the Developer shall be entitled to enter into an Agreement for Sale with the Intending Purchasers and in the said Agreement for Sale and accept the advances made by the intending Purchasers. The Developer shall also be entitled to execute Deed of Conveyance in respect of the constructed space as and when the Developer deems fit and proper subject to payment of entire consideration by the intending Purchasers. The Agreement for Sale and Deed of Conveyance shall include the constructed space together with undivided share in the land and the right over the common parts and portions in the Project as may be attributable to the particular unit intended to be sold.
- 11.2 It has been agreed that the cost of construction shall be shared proportionately on the basis of land held by each owner and net sale proceeds accruing from sale and transfer of the development shall be shared between the parties hereto in the ratio whereby the Owners shall jointly be entitled to net sale proceeds in the ratio recorded in this agreement (hereinafter referred to as the OWNER'S SHARE) and the Developer shall be entitled to retain for itself the remaining net sale proceeds (hereinafter referred to as the DEVELOPER'S SHARE).
- 11.3 The Developer from time to time in consultation with the Owners shall fix the rates at which the Flats units apartments constructed spaces and car parking spaces forming part of the Development are to be sold and transferred.

- 11.4 The Developer shall determine the price from time to time in the best interest of all the parties and upon such fixation of the selling price, the Develop shall intimate the owners of the same and consider any suggestions that made by the Owners. However, it is made clear that the decision of the Developer shall always be final and binding in this matter.
- 11.5 All agreements to be entered into for sale and transfer of the various flats units constructed spaces and car parking spaces forming part of the development shall be entered into in the name of the Developer and the Owners agree to sign and execute all such agreements through the Developer who shall act on the basis of the Power of Attorney granted by the Owners.
- 11.6 The vendor and the developer and all parties shall join the Deed of Conveyance and all agreements
- 11.7 The Developer shall be entitled to and is hereby authorized to
 - appoint brokers and other agents for promoting the sale and transfer of the various flats units apartments constructed spaces and car parking spaces to form part of the Development.
 - ii) To work out the strategy for promoting sale of the development in consultation with the owners.
 - Iii) To negoblate with intending purchasers for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the said Housing Project at such price and on such terms and conditions as the Developer in its absolute discretion shall deem fit and proper.

- (v) A separate account shall be maintained in respect of the development by the Developer at its office situated at 61A, Park Street, 2nd floor, Kolkata 700 016. The Owners or any persons authorized by them shall be entitled to take inspection of such accounts upon giving prior notice to the Developer.
- v) The net sale proceeds forming part of the Owner's Share shall be made over by the Developer to the Owner on fortnightly basis.
- vI) The Developer shall deposit with the Owners an aggregate sum of Rs. 1,00,000/- (Rupees one Lacs only) as interest free refundable/adjustable security deposit which shall be refunded by the Owners to the Developer on or before the execution of the first Deed of Conveyance in respect of Unit in the Project.

12. BREACHES AND CONSEQUENCES THEREOF

None of the parties shall be entitled to cancel and/or rescind this 12.1 agreement and in the event of any default on the part of either party. (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the party in default for specific performance of this agreement and for other consequential reliefs IT BEING EXPRESSLY AGREED AND DECLARED that it is the intention of the parties hereto to jointly undertake development of the said premises. and to share the net sale proceeds amongst themselves in the ratio as hereinbefore mentioned and as such in the event of any disputes. amongst the parties hereto the parties as far as possible shall amicably try and resolve all disputes and differences. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall first refer all such disputes and differences to arbitration in the manner as hereinafter appearing before initiating legal proceedings.

13. BORROWING POWER

For the purpose of undertaking development of the said Property the 13.1 Developer shall be entitled to apply for and obtain loans and/or financial accommodation from any Bank and/or Financial Institutions and for the purpose of securing repayment of the same the Owners. have agreed to create a mortgage and/or collateral security over and In respect of the said Premises and the constructions thereon and/or securing the projected revenues excepting that the Developer alone shall be responsible for repayment of the said Loan Amount and the interest accrued due thereon and in no event the Owners or any one. of them shall be liable and/or responsible for the same and the Developer has agreed to indemnify and keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges daims actions suits and proceedings arising there from. If so required by the lending institution the Developer shall be entitled. to create, mortgage on equitable basis (equitable mortgage) or by executing a registered Deed of Mortgage in favour of the lending institution and the documents pertaining to the mortgage shall be signed by the Developer pertaining to the area proposed to be mortgaged.

14. FORCE MAJEURE

[4.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, not, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- If either Party is delayed in, or prevented from, performing any of its 14.2 obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its. obligations. Neither Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Owners nor the Developer shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time. limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting. Force Majeure.
- 14.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find: a solution by which the Agreement

may be performed despite the continuance of the event of Force. Majeure.

15. NAME OF THE HOUSING PROJECT

15.1 The name of the said Housing Project shall be "GURUKUL HEIGHTS" and shall not be changed under any circumstances

16. <u>CONFIDENTIALITY</u>

- 16.1 Confidential Information shall mean and include all trade secrets, business plans and other Information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.
- 16.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times :
 - (a) Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality
 - (b) Not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.
 - (c) Not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or

withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.

- (d) Not make any copies of any such Confidential Information (Including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).
- (e) Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

18. AMENOMENT/MODIFICATION

18.1 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

19. <u>NOTICE</u>

- 19.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courler service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).
- 19.2 Any such notice or other written communication shall be deemed to have been served:
- a) If delivered personally, at the time of delivery.
- b) If sent by prepaid recorded delivery or registered post or counter service, on the 4th day of handing over the same to the postal authorities.
- c) If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- d) In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

20. MISCELLANEOUS

- 20.1 **RELATIONSHIP OF THE PARTIES-** This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties and the rights and obligations of the parties shall be governed by the terms and conditions of this agreement.
- 20.2 **NON WATVER-** any delay tolerated and/or indulgence shown by the any of the parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either of the parties.
- 20.3 **COSTS-** each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement shall be paid borne and discharged by the parties in equal proportion.
- 20.4 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 20.5 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period montioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

- 20.6 If any provision of this Agreement or part thereof is rendered void, lifegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 20.7 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 20.8 All municipal/Panchayat rates taxes khazna and other outgoings on and from the date of commencement of the work of construction payable in respect of the said property shall be paid borne and discharged by the Developer.
- 20.9 In the event of any amount becoming payable on account of Service Tax and/or under the works contract then and in that event both the parties shall share the same in equal proportion.
- 20.10 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 20.11 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

21. ARBITRATION

21.1 The parties have agreed to amicably try and resolve all disputes which may arise amicably but in the event of any disputes and/or differences being incapable of being resolved amicably then and in that event the parties have agreed to refer such disputes and/or differences to Arbitration whereby the Owners shall be entitled to nominate and appoint one Arbitrator and the Developer shall be entitled to nominate and appoint one Arbitrator and both the said two Arbitrators shall be entitled to nominate and appoint one Arbitrator and both the said two Arbitrators shall be entitled to nominate and appoint one Arbitrator and both the said two Arbitrators shall be entitled to nominate and appoint the Third Arbitrator (hereinafter collectively referred to as the ARBITRATORS) and the same shall be deemed to be a reference within the meaning of the Indian Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being thereto in force.

21.2 The Arbitrators shall have summary powers.

- 21.3 It would not be obligatory on the Arbitrators to follow the principles laid down under the Indian Evidence Act unless specifically enjoined upon them under any statute.
- 21.4 It would not be obligatory on the part of the Arbitrators to give any speaking and/or reasoned award.
- 21.5 The Arbitrators shall try and adjudicate the disputes within a period of four months from the date of entering upon the reference excepting that the Arbitrators shall be entitled to extend time for such further period as may be necessary.
- 21.6 The Arbitrators shall be entitled to give interim awards and/or directions and/or awards from time to time.
- 21.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO: PART- I (SAID PREMISES)

ALL THAT piece and parcel of land measuring an area 114.7859 Decimals (more or less) as below:

SI.	Plot No.	Khatian No.	Area of Land
1.	LR - 1951	LR - 1606/1	10.5000 Dec
2.	LR – 1952	LR - 1610/1, 2839, 2247 & 2248	40.6000 Dec
3.	LR - 1953	LR- 1050	9.0000 Dec
4.	LR - 1954	LR-529, 838, 838, 2277, 2278, 2815,3609,2280, 838, 667/1	12.4310 Dec
5.	LR - 1955	LR - 941/1	16.0000 Dec
б.	LR – 1956	LR- 529, 838, 838, 2277, 2279, 2814, 3610, 838, 2279	3.8250 Dec
7.	LR - 1957	LR- 529, 838, 838, 2277, 2280, 2816, 838, 2835	5.7372 Dec
8.	LR – 1958	LR- 1050	10.0000 Dec
9.	LR - 1959	LR- 529, 838, 838, 2277, 2278, 2817, 838, 2834	6.6927 Dec
		TOTAL	114.7859 Dec

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PART-II

(Details of the Purchase Deeds)

(1) All That piece and parcel of land admeasuring **19 Decimals (Sataks)** be the same a little more or less out of 28 decimals lying and situate at Mouza

Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1953 & 1958, under L.R. Khatlan no. 1050, under Patharghata Gram Panchayat, P.S. Rajarhat, Pin- 700135, in the District of 24 Parganas (North), which was duly registered before Additional Registrar of Assurance-IV, Kolkata, and recorded in Book No. I, Volume number 1904-2018, Pages 72699 to 72725, being no. 190401455 for the year 2018.

- (2) All That piece and parcel of land admeasuring 4.0043 Decimals (Sataks) be the same a little more or less lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. No.205 V₂, Touzi no. 10, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 3609, 3610, 2835, 2834, under Patharghata Gram Panchayat, P.S. Rajarhat at present New Town, in the District of 24 Parganas (North), which was duly registered before Additional Registrar of Assurance-IV, Kolkata, and recorded in Book No. I, Volume number 1904-2018, Pages 186484 to 186515, being no. 190404388 for the year 2018.
- (3) All That piece and parcel of land admeasuring 3.20 Decimals (Sataks) be the same a little more or less out of 30 decimals lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. no.252, Touzi no. 145, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatlan no. 2280, 2279, 2278 under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), Pin- 700156, which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 228212 to 228245, being no. 152306791 for the year 2018.
- (4) All That piece and parcel of land admeasuring 1.30 Decimals (Sataks) be the same a little more or less out of 30 decimals lying and situate at Nouza Chakpachuria, J.L. No. 33, R.S. no.252, Touzi no. 145, R.S. & L.R. Dag No. 1954, under L.R. Khatian no. 667/1, 1727/1, L.R. Khatian No. 3506, 3507, L.R. Khatian No. 2279, 2278, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), Pin-

700156, which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 228246 to 228276, being no. 152306792 for the year 2018.

- (5) All That plece and parcel of land admeasuring 1.50 Decimals (Sataks) be the same a little more or less out of 30 decimals lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. no.252, Touzi no. 145, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 2277, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 294539 to 294565, being no. 152308263 for the year 2018.
- (6) All That piece and parcel of land admeasuring 2.571429 Decimals (Satak) be the same a little more or less lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 838, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), Pin- 700156, which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 275767 to 275797, being no. 152308262 for the year 2018.
- (7) All That piece and parcel of land admeasuring 1.714286 Decimals (Satak) be the same a little more or less lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 838, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), Pin- 700156, which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 376055 to 376101, being no. 152311214 for the year 2018.

- (8) All That piece and parcel of land admeasuring 1.714286 Decimals (Satak) be the same a little more or less lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 838, under Patharghata Gram Panchayat, P.S. Rajarhat, In the District of 24 Parganas (North), Pin- 700156, which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 338204 to 338227, being no. 152310216 (or the year 2018.
- (9) All That piece and parcel of land admeasuring 6 Decimals (Satak) be the same a little more or less out of 30 decimals lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 529, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), Pin-700156, which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. J, Volume number 1523-2018, Pages 395532 to 395564, being no. 152311940 for the year 2018.
- (10) All That plece and parcel of land admeasuring 0.681 Decimals (Satak) be the same a little more or less out of 30 decimals lying and situate at Mouza Chakpachuria; J.L. No. 33, R.S. no. 252, Touzi no. 145, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatlan no. 2815, 2814, 2816, 2817, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2018, Pages 452370 to 452400, being no. 152313639 for the year 2018.
- (11)All That piece and parcel of land admeasuring 15 Decimals (Satak) equivalent to 9 Cottahs more or less but at present by actual measurement is 9 Cottahs 12 Chittacks 24 sq.ft. more or less with tile shed Bamboo structure measuring covered area of 300 sq. ft.

more or less lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. no. 205 ½, Touzi no. 145, Dag No. 1952, 1953, under L.R. Khatian no. 1105/1, 1623/2, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), which was duly registered before Additional District Sub-Registrar, Bidhannagar, and recorded in Book No. I, Volume number 6, Pages 5792 to \$806, being no. 7262 for the year 2007.

- (12) All That piece and parcel of land admeasuring 6 Decimals (Satak) be the same a little more or less out of 30 decimals lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1954, 1956, 1957 & 1959, under L.R. Khatian no. 1669, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. 1, Volume number 1523-2016, Pages 355722 to 355753, being no. 152311762 for the year 2016.
- (13) All That piece and parcel of land admeasuring 40.50 Decimals (Satak) be the same a little more or less out of 111 decimals lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1951, 1952 & 1955, under L.R. Khatlan no. 1606/1, 1610/1 & 941/1, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North) , which was duly registered before Additional District Sub-Registrar, Rajarhat, and recorded in Book No. I, Volume number 1523-2015, Pages 35914 to 35934, being no. 152307203 for the year 2015.
- (14) All That piece and parcel of land admeasuring 11.60 Decimals (Satak) be the same a little more or less out of 74 decimals lying and situate at Mouza Chakpachuria, J.L. No. 33, R.S. & L.R. Dag No. 1952, under R.S. Khatian no. 349 & 21, L.R. Khatian No. 2839 (new), 2247 & 2248 (old), classified as Bastu land, under Patharghata Gram Panchayat, P.S. Rajarhat, in the District of 24 Parganas (North), which was duly registered before Additional District Sub-Registrar, Rajarhat, and

recorded in Book No. I, CD Volume number 2, Pages 12405 to 12419, being no. 01184 for the year 2015.

THE SECOND SCHEDULE ABOVE REFERRED TO (SPECIFICATIONS)

Living / Dining / Lobby / Passage		
Floor	Vitrified Tiles	
Walls & Celling	Wall Putty (Ready to paint)	

Bedrooms			
Floor	Vitrified Tiles in Bedrooms		
Walls & Ceiling	Wall Putty (Ready to Paint)		

Kitchen		
Walls	Tiles up to 2'- 0" on counter walls and wash areas , Balance Wall Putty (Ready to Paint)	
Floor	Vitrified tiles.	
Counter	Granite Counter.	
Fitting / Fixtures	Stainless Steel Sink with Patry ware / Hind ware or equivalent brands sanitary ware fittings.	
Ceifing	Wall Putty (Ready to Paint)	

Bathrooms		
Walls & Floor	Walls – Tiles, Floor - Anti Skid Ceramic tiles	

Sanitary Ware /	Parry ware / Hind ware or equivalent brands sanitary ware.
CP Fittings	

Doors & Windows		
Entrance Doors	Front laminated Flush Doors.	
Internal Doors Flush Doors.		
Windows	UPVC windows.	

Electrical		
Modular switches ()	lavel's / Anchor or equivalent make) and copper wiring.	
Power Backup	For common areas	
Apartment Type	Power Backup at extra cost	
Intercom Between apartment to apartment and apartments to system service areas		

Security System

CCTV camera surveillance

Lobby		
Entrance Lobby Exquisitely designed at ground floor		
Lift Automatic lifts of Kone/OTIS make of equiv		

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

SIGNED SEALED AND DELIVERED by the said <u>OWNERS</u> of the ONE PART at Kolkata in the presence of: -

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SEALED AND DELIVERED by the said <u>THE DEVELOPER</u> of the OTHER PART at Kolkata in the presence of :-

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For GURUKUL HOMES PVT LTD. Directon

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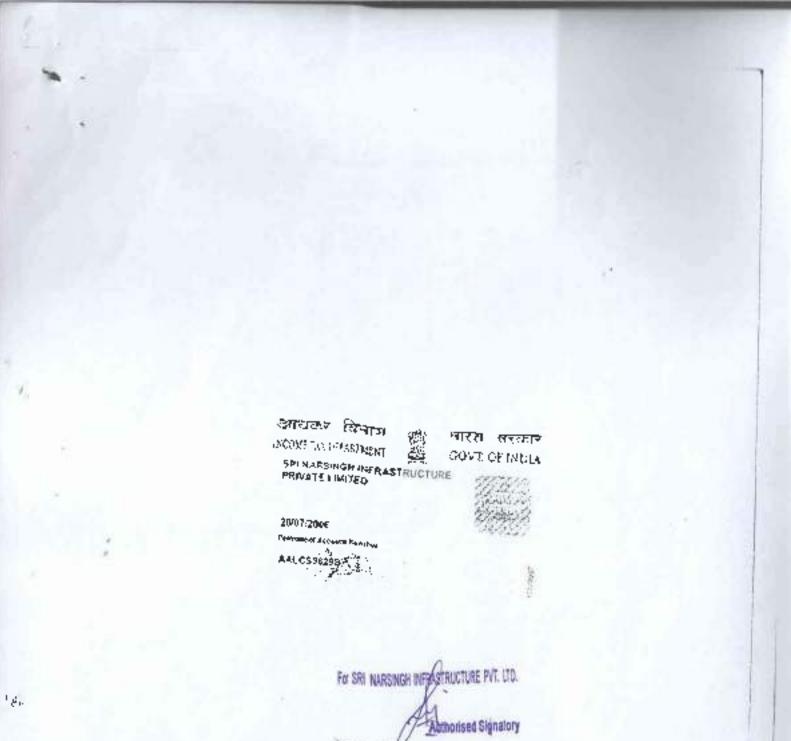
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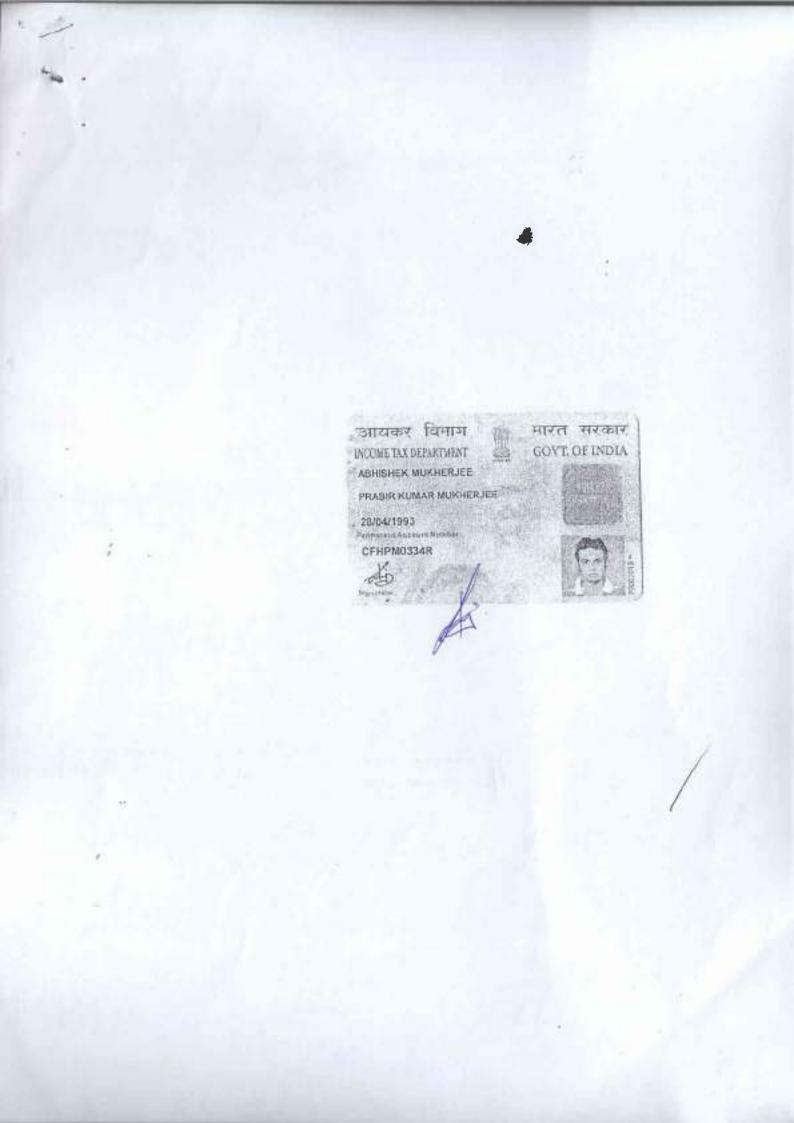
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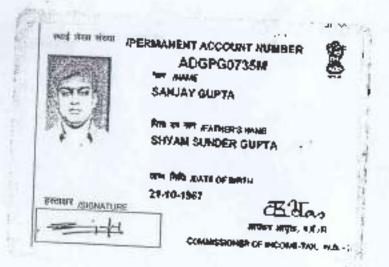
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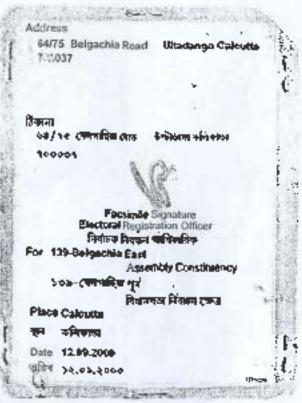
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ELECTION COMMISSION OF INDIA ভারতের দির্গচন কমিলন

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> Facsimile Signature Electoral Registration Officer Patro Registration

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Assembly Constituency

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STR UTC हिंद दिनिय विकिस विकिर कर ভারত সরকার a Identification Authority of India Government of India अभिकालुकित अदे कि / Enrolment No.: 1040/19574/04467 Τø 100 600 SANUAY OUPTA 2 SANJAY GUPTA 7 6475 DELGACHIA ROAD 8 BELGACHIA BELGACHIA P.O. Belgachia Kotkola Viest Bengel 700037 MN211015681FT 同能思想和回 JAN SAM OW WAY আগনার তাধের সংখ্যা / Your Aadhaar No. : 3590 1653 5863 আধার **– সাধারণ** মানুষের **অধিকার** -->8 নারড সরকার ** Government of India ස්ථ **134 08** SANUAY OUPTA দিয়া: ব্যসস্থা ৫৫ Farher : Skyam Sundar Gupts WE NPT/ Your of Dirth 1967 THE PART NEW EWRAN 3590 1653 5863 অধ্যের – সাধারণ মানুষের অধিকার

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DATED THIS THE DAY OF 2019

BETWEEN

M/s TARAMA APARTMENT (P) LTD., & ORS.

..... OWNERS

AND

GURUKUL HOMES PRIVATE LIMITED, ... OWNER/DEVELOPER

JOINT VENTURE AGREEMENT

A.K. CHOWDHARY & CO

Advocates 10, Old Post Office Street, 1st Floor, Room No. 21, Kolkata-700001

[1]

Major Information of the Deed

Deed No :	1-1901-06429/2019	Date of Registration 26/11/2010			
Query No / Year 1901-0001724489/2019		Office where deed is registered			
Query Date	11/11/2019 6:14:36 PM	A.R.A I KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	ABHISHEK MUKHERJEE 20. DESHBANDHU NAGAR,Dist 700059, Mobile No. 1801788206		T BENGAL, PIN		
Transaction		Additional Transaction			
(0110) Sale, Development (agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1.00,000/-]			
Set Forth value		Market Value			
		Rs. 7,01,09,851/-			
Stampduly Paid(SD)		Registration Fee Paid			
Rs 75.021/- (Artide-48(g))		Rs. 1.106/- (Article E, E, B, M(a), M(b), I)			
Rentarks					

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700156

Sch No	Plot Number	Khalian Number	Land Proposed	Use ROR	Area of Land		Market Value (in Rs.)	Other Details
11	I R-1953	LR-2979	Bastu	Shall	9 Dac		54,97,092 /-	Property is on Road Adjacent to Metal Road,
1.2	LR-1958	LR-3753	Bastu	Shall	10 Dec		61,07.880/-	Property is on Road Adjacent to Metal Road,
U3	LR-1954	LR-3862	Baslu	\$hali	12.431 Dec		75.92.708/-	Property is on Road Adjacent to Metal Road,
L4	LR-1956	LR-3785	B astu	Shali	3.825 Dec		23,36.264/-	Property is on Road Adjacent to Metal Road,
ι 5	LR-1957	LR-3817	Bastu	Shak	5.7372 Dec		35,04,213/-	Property is on Road Adjacent to Metal Road.
Lő	1.13-1959	LR-3630	Bastu	Shali	6.6927 Dec	1.22	•0,87,821/-	Property is on Road Adjacent to Metal Road,
UZ.	LR-1952	LR-3629	Bastu	Shali	40.6 Dec		2.47,97,993/-	
1.8	ER-1951	LR-3459	Bastu	Shali	10.5 Dec		64,13,274/-	Property is on Road Adjacent to Metal Road,

1.9	LR-1955	UR-3459	Gasto	Sholl	16 Doc			Property is on Road Adjacent to Metal Road,
10		TOTAL :			114.7859Dec	-10	701,09,851 /-	
	Grand	Total :			114.7859Dec	0 /-	701,09,851 /-	

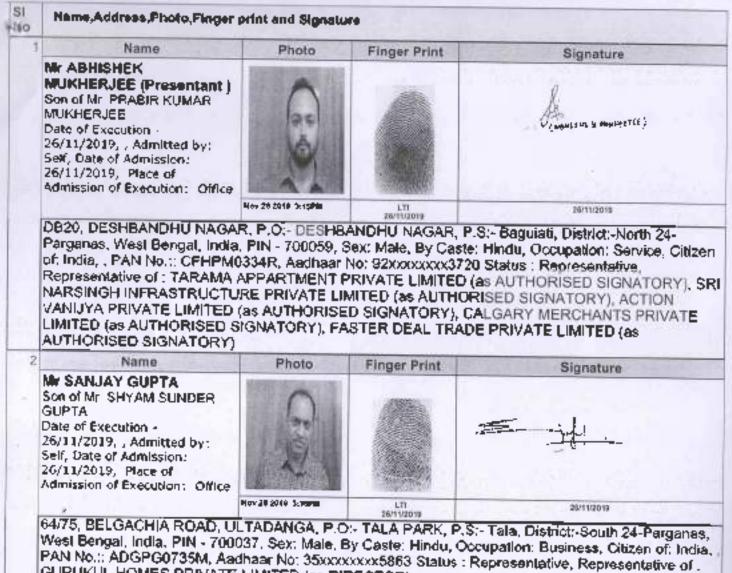
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TARAMA APPARTMENT PRIVATE LIMITED 33A. C. CHATTERJEE STREET, P.O BHAWANIPORE, P.S'- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025, PAN No.:: AACCT8500F, Aadhaar No Not Provided by UIDAL Status :Organization, Executed by: Representative, Executed by: Representative
2	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED 5 RAJA SUBODH MULLICK STREET, P.O BOWBAZAR, P.S Muchipara, District:-Kolkata, West Bengal, India, PIN - 700013, PAN No.:: AALCS3829B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by. Representative, Executed by: Representative
3	ACTION VANIUYA PRIVATE LIMITED 33A. C. CHATTERJEE STREET, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District-South 24-Parganas, West Bengal, India, PIN - 700025, PAN No.:: AAICA6032D.Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	CALGARY MERCHANTS PRIVATE LIMITED 61A. PARK STREET, P.O:- PARK STREET, P.S:- Park Street. District-Kolkata, West Bengal, India, PtN - 700016 . PAN No :: AABCC7508F, Aadhsar No Not Provided by UIDAL Status :Organization, Executed by, Representative, Executed by: Representative
5	FASTER DEAL TRADE PRIVATE LIMITED 33A, C. CHATTERJEE STREET, P.C:- BRAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025, PAN No.:: AABCF5293J,Aadhaar No Noi Provided by UIDAI, Status :Organization, Exocuted by: Representative, Executed by: Representative

Developer Details :

SI No	
1	GURUKUL HOMES PRIVATE LIMITED 61A. PARK STREET, P.O., PARK STREET, P.S Park Street, District-Kolkata, West Bengal, India, PIN - 700016 . PAN No.:: AACCG6896M.Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:



GURUKUL HOMES PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature	
Mr RANJAN AICH Son of Late RAGINDRA NATH AICH 20. STH STREET MODERN PARK, P.O SANTOSHPUR NOW PS SURVEY PARK. P.S. Jadavpur, District-South 24- Parganes, West Bongal India, PIN - 700075	(Free)		Koinne	
	26/11/2019	26/11/2019	26/11/2019	

Si.No	From	To, with area (Name-Area)			
1	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.8 Dec			
2	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.8 Dec			
3	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.8 Dec			
4	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.8 Dec			
5	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.8 Dec			
Trans	fer of property for L2				
	From	To, with area (Name-Area)			
1	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2 Dec			
2	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2 Dec			
3	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2 Dec			
4	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2 Dec			
5	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2 Dec			
Trans	fer of property for L3				
SI.No	From	To, with area (Name-Area)			
1	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.4862 Dec			
2	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.4862 Dec			
3	ACTION VANUYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.4862 Dec			
4	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.4862 Dec			
5	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.4862 Dec			
Trans	fer of property for L4				
SI.No	From	To, with area (Name-Area)			
1	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-0.765 Dec			
2	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-0.765 Dec			
3	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-0.765 Dec			
4	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-0.765 Dec			
5	FASTER DEAL TRADE	GURUKUL HOMES PRIVATE LIMITED-0.765 Dec			

	er of property for L5 From	To, with area (Name-Area)
10	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL NOMES PRIVATE LIMITED-1.14744 Dec
1	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.14744 Dec
1	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.14744 Dec
-	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.14744 Dec
-	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.14744 Dec
-	fer of property for L6	
	From	To, with area (Name-Area)
NO.	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.33854 Dec
	SRI NARŠINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.33854 Dec
<	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1 33854 Dec
~	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.83854 Dec
~	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-1.33854 Dec
-	fer of property for L7	
NO	From	To, with area (Name-Area)
, Mary	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-8.12 Dec
~	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-8.12 Dec
1	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-8.12 Dec
1	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-8.12 Dec
-	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-8.12 Dec
and	fer of property for L8	
NO	From	To, with area (Name-Area)
1.115	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.1 Dec
-	SRI NARSINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.1 Dec
F .	ACTION VANIJYA GURUKUL HOMES PRIVATE LIMITED-2.1 Dec	
F	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-2.1 Dec
5	FASTER DEAL TRADE	GURUKUL HOMES PRIVATE LIMITED-2.1 Dec

Transfer of property for L9						
SI.No	From	To. with area (Name-Area)				
1	TARAMA APPARTMENT PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-3.2 Dec				
2	SRI NARŞINGH INFRASTRUCTURE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-3.2 Dec				
3	ACTION VANIJYA PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-3.2 Dec				
4	CALGARY MERCHANTS PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-3.2 Dec				
5	FASTER DEAL TRADE PRIVATE LIMITED	GURUKUL HOMES PRIVATE LIMITED-3.2 Dec				

Endorsement For Deed Number : I - 190106429 / 2019

On 28-11-2019

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 14:30 hrs on 26-11-2019, at the Office of the A.R.A. - I KOLKATA by Mr. ABHISHEK, MUKHERJFE ,.

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 7.01.09.8517-

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

Execution is admitted on 26-11-2019 by Mr ABHISHEK MUKHERJEE, AUTHORISED SIGNATORY, TARAMA APPARTMENT PRIVATE LIMITED, 33A, C, CHATTERJEE STREET, P.O.- BHAWANIPORE, P.S.- Bhawanipore, District -South 24-Parganas, West Bengal, India, PIN - 700025; AUTHORISED SIGNATORY, SRI NARSRIGH INFRASTRUCTURE PRIVATE LIMITED, 5, RAJA SUBODH MULLICK STREET, P.O.- BOWBAZAR, P.S.- Muchipara, District:-Kolkata, West Bengal, India, PIN - 700013; AUTHORISED SIGNATORY, ACTION VANUYA PRIVATE LIMITED, 33A, C, CHATTERJEE STREET, P.O.- BHAWANIPORE, P.S.- Bhawanipore, District-South 24-Parganas, West Bengal, India, PIN - 700025; AUTHORISED SIGNATORY, CALGARY MERCHANTS PRIVATE LIMITED, 61A, PARK STREET, P.O.- PARK STREET, P.S.- Park Street, District:-Kolkate, West Bengal, India, PIN - 700016; AUTHORISED SIGNATORY, FASTER DEAL TRADE PRIVATE LIMITED, 33A, C, CHATTERJEE STREET, P.O;-BHAWANIPORE, P.S.- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025;

Indebled by Mr RANJAN AICH, , , Son of Late RABINDRA NATH AICH, 20, 5TH STREET, MODERN PARK, P.O.: SANTOSHPUR NOW PS SURVEY PARK, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN -700075, by caste Hindu, by profession Service

Execution is admitted on 26-11-2019 by Mr SANJAY GUPTA. DIRECTOR, GURUKUL HOMES PRIVATE LIMITED. 61A, PARK STREET, P.O.- PARK STREET, P.S.- Park Street, District-Kolkata, West Bengal, India, PIN - 700016

Indetilied by Mr RANJAN AICH. . , Son of Late RABINDRA NATH AICH. 20, 5TH STREET, MODERN PARK, P.O. SANTOSHPUR NOW PS SURVEY PARK, Thana: Jadavpur, . South 24-Parganas, WEST BENGAL, India, PIN 700075, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,105/- (B = Rs 1,000/- ,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 1,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2019 12:50PM with Govt. Ref. No: 192019200098855611 on 26-11-2019, Amount Rs: 1,105/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOAIKNIP4 on 26-11-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Confided 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 141691, Amount: Rs.5,000/-, Date of Purchase: 22/11/2019, Vendor name: S-Mukherjee

Description of Online Payment using Government Receipt Portel System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2019 12:50PM with Govt. Ref. No: 192019200098656611 on 26-11-2019, Amount Rs: 70,021/-, Bank, State Bank of India (SBIN0000001), Ref. No. IKOAIKNIP4 on 26-11-2019, Head of Account 0030-02-103-003-02

Inthe.

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1901-2019, Page from 311051 to 311119 being No 190106429 for the year 2019.



Digitally signed by DEBASIS PATRA Date: 2019,11,30 11:16:24 +05:30 Reason: Digital Signing of Deed.

(Debasis Patra) 11/30/2019 11:16:10 AM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

alala.

(This document is digitally signed.)

Sec. 1