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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A.R.A. III

X 926818

100/ Case no 1593/17

7/7/17
2-30/17
1214335/17 Fee-14/-

THIS JOINT DEVELOPMENT AGREEMENT (JDA) is executed at Kolkata on this 5th day of September, Two Thousand Seventeen

BETWEEN

(1) M/s WONDERLAND VANIYA PRIVATE LIMITED, (PAN: AAACW6421E), having its registered office at 8/1/2, Loudon Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata - 700017 (2) M/s NOBLE TREXIM PRIVATE LIMITED, (PAN: AABCN5560A), having its registered office at 33A, Chandranath Chatterjee Street, P.O. & P.S. Bhawanipore, Kolkata-700025 (3) M/s PANGHAT AGENCY PRIVATE LIMITED, (PAN: AAACP9879K), having its registered office at 33A, Chandranath Chatterjee Street, P.O. & P.S. Bhawanipore, Kolkata-700025 (4) M/s GALAXY TRACOM PRIVATE LIMITED (PAN: AACCG5898B), having its registered office at 79, Shambhunath Pandit Street, P.O. Elgin Road, P. S. Bhowanipore, Kolkata - 700 020 (5) M/s VEER TIE UP PRIVATE LIMITED (PAN: AADCV2643J), having its registered office at 23/1, M.D. Road, P.O. and P. S. Burrabazar, Kolkata -700 007

certified that the Document is admitted for registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this document.

Additional Registrar of Companies
u/c-14/17

2025
700250
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Handwritten signature and stamp.

31 JUL 2017

24220

No.....Rs.-100/- Date.....

Name:-S. R. Das

Advocate

Address:-Alipore Police Court, Kol-27

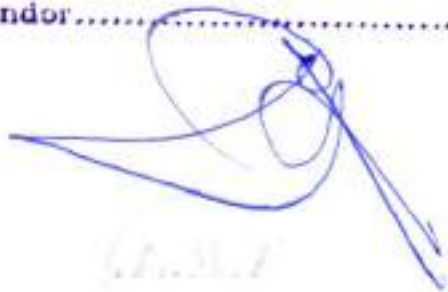
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Vendor.....



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8 SEP 2017

Pravash Mukherjee
S/O U- B. K. Mukherjee
2/119 Vidya Sagar Colony
P.O - Nakta
P.S - Patuli
KOI-700047

(6) **M/s AKSHARA COMMODEAL PRIVATE LIMITED** (PAN: AAICA4106E), having its registered office at 3, Mangoe Lane, P.O. General Post Office (GPO), P.S. Hare Street, Kolkata-700001 (7) **M/s DIGNITY SALES PRIVATE LIMITED** (PAN: AACCD3916H), having its registered office at Kriparampur, Amtala, Diamond Harbour Road, P.O. Sukhdevpur, P.S. Bishnupur, Kolkata-743503 (8) **M/s TRIBUNE COMMERCE PRIVATE LIMITED** (PAN: AACCT4672L), having its registered office at 8/1/2, Loudon Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata-700017 (9) **M/s PLANET COMMERCIAL PRIVATE LIMITED** (PAN: AADCP9254D), having its registered office at 1, British Indian Street, P.O. Esplanade, P.S. Hare Street, Kolkata -700069, all the Companies registered under the Companies Act, 1956, represented by their Authorized Signatory **Mr. Rachit D. Sanghvi**, (PAN: AHSPD3491P), son of Mr. Dinesh Sanghvi, by occupation Service, by faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, hereinafter collectively referred to as the **OWNERS** (which expression shall mean and include its successors-in-interest directors, administrators, office representatives and/or assigns) in pursuance of the Board Resolution dated 10.08.2017 & 11.08.2017, of the **ONE PART**;

AND

(1) **MERLIN PROJECTS LIMITED** (PAN:AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Kolkata – 700 033, represented by one of its Director, **Mr. Dinesh Sanghvi** (PAN: AVHPS5172K), son of Late Gopalji V. Sanghvi, by occupation Business, by faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P. O. Tollygunge, P. S. Charu Market, Kolkata – 700 033, (2) **M/s NOBLE TREXIM PRIVATE LIMITED** (PAN: AABCN5560A), having its registered office at 33A, Chandranath Chatterjee Street, P.O. and P.S. Bhowanipore, Kolkata-700025, represented by one of its Director, **Mr. Dinesh Sanghvi** (PAN:AVHPS5172K), son of Late Gopalji Sanghvi, by occupation Business, faith Hindu, Citizen of India, working for gain at 33A, Chandranath Chatterjee Street, P.O. and P.S. Bhowanipore, Kolkata-700025, hereinafter jointly referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns) in pursuance of the Board Resolution dated 04.08.2017, of the **OTHER PART**.

WHEREAS the party of the One Part are the absolute Owners of **ALL THAT** the piece and parcel of land admeasuring 124.80 decimals (on physical measurement 126.90 decimals) more or less, equivalent to 76



Additional Registrar of
Assurances, Kolkata

9 SEP 2011

cottahs 12 chittaks 17 sq. ft. (more or less) more fully described in the **First Schedule**, and hereinafter referred to as the "**Land**".

AND WHEREAS the chain of title of the Owners in respect of the Land is mentioned in the **Second Schedule** hereunder written.

AND WHEREAS the Developer is inter-alia engaged in the business of real estate development and are interested in joint development of a residential project comprising of several self-contained independent flats and other constructed area & parking space on the Land.

AND WHEREAS prior to the execution of this Agreement, the Developer have caused the necessary searches for the marketable title of the Owners in respect of the Land, and upon being fully satisfied thereto, have negotiated the terms and conditions upon which the development of the said project on the Land will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said land on the terms and conditions set forth hereinafter.

Now therefore, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained, the mutual benefits to be derived therefrom, the parties witnesseth and agree as follows:

Clause 1 Definitions & Interpretations

- 1.1. In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:
- (i) **LAND** shall mean the Land comprised under the Premises No. 94K, G. T. Road, P.O. Hindmotor, Police Station Uttarpara, under Uttarpara Kotrung Municipality Ward No.2, Dist. Hooghly - 712233, as described in **First Schedule** hereunder written.
 - (ii) **OWNERS** shall mean (1) M/s Wonderland Vanijya Private Limited (2) M/s Noble Trexim Private Limited (3) M/s. Panghat Agency Private Limited (4) M/s Galaxy Tracom Private Limited (5) M/s Veer Tie Up Private Limited (6) M/s Akshara Commodal Private Limited (7) M/s Dignity Sales Private Limited (8) M/s Tribune Commerce Private Limited



Additional Registrar of
Assurances in Kolkata
8 SEP 2011

- (9) M/s Planet Commercial Private Limited and shall include their successors or successors-in-interest and assigns.
- (iii) **DEVELOPER** shall mean (1) Merlin Projects Ltd. (2) M/s Noble Trexim Pvt. Ltd. and shall include their successors or successors-in-interest and assigns.
- (iv) **AGREEMENT** shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the Parties in writing.
- (v) **PROJECT** shall mean the design, development and construction of new residential buildings (comprising of various self-contained independent flats) on the Land along with other spaces, car parking areas, necessary infrastructure facilities and Common Areas and Facilities in accordance with the sanctioned and/or revised sanctioned Building Plan by the Municipal Authority.
- (vi) **MUNICIPAL AUTHORITY** shall primarily mean Uttarpara Kotrung Municipality and/or any other statutory authority (ies) entrusted by the Government who shall sanction the Building Plan, and accord the necessary permission, clearance & NOC as may be necessary to complete the project.
- (vii) **BUILDING PLAN** shall mean the plans sanction by the concerned authorities for construction on the said land and shall include any amendments/revision/ modifications thereof made or caused as may be necessary and/or required from time to time as per law.
- (viii) **ARCHITECT & CONSULTANTS** shall mean M/s. Sircar & Associates, having its office at 2/1, Hazi Zakaria Lane, Kolkata-700 006 or such architect or other consultants or firm of architects whom the Developer may, from time to time appoint for designing, planning and execution of the Project at the cost of Developer.
- (ix) **FLOOR AREA RATIO or "FAR"** shall mean the floor area ratio permissible for construction of covered area in the buildings to be constructed on the Land according to the



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Assurances III Kolkata

8 SEP 2011

prevailing rules, regulations, laws and bye laws of the Municipal Authority and/or other statutory authorities, and/or any amendments thereto.

- (x) **COMMON AREAS AND FACILITIES** shall mean and include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, generator room and other spaces as may be required for providing the necessary amenities and facilities whatsoever required for the establishment and enjoyment of flat by the owners/occupiers of the Project, as agreed and earmarked by the Parties.
- (xi) **GROSS SALE PROCEEDS** shall mean the total proceeds of sales or consideration received/receivable from the Transferee/s against Transfer of the flats and other constructed area in the Project together with other rights and interests including GST.
- (xii) **ADVANCES AND DEPOSITS** shall mean the amounts received as advance against application of provisional booking / booking amounts from the intending purchasers of flats/ constructed areas in the proposed Project.
- (xiii) **TRANSFEREE** shall mean a person and/or a company, firm or any entity to whom any flat or any part or portion of the buildings in the Project will be sold and transferred.
- (xiv) **FORCE MAJEURE** means, act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government acquisition or requisition, inability to act due to government action, interruption and/or shortage of supply of goods and construction materials, and/or skilled manpower, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the Party affected to the other Party within reasonable time.
- (xv) **PARTIES** shall mean collectively the Owners and the Developer and "**Party**" means individually each of the Parties.



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Assurances III Kolkata

8 SEP 2014

- (xvi) **TRANSFER** shall mean and include a transfer pursuant to the execution of the sale / lease deed, other documents etc. in respect of an flat in the Project or any part or portion of the buildings comprised in the Project and/or transfer by possession, only after completion of the project, and by any other means adopted for affecting what is understood as a transfer of space in a building to purchasers / lessees / licensees thereof although the same may not amount to a transfer in law.

- 1.2. In this Agreement, unless the context otherwise requires:

The headings are not to be considered part of this Agreement and they are solely inserted for convenience and reference purposes only and shall not affect the construction/interpretation of this Agreement;

Words importing the singular include the plural and vice versa, and word importing a gender include each of the masculine, feminine and neutral gender; and

Reference to any Act whether general or specific shall include any modification extension or re-enactment of it for the time being in force and all instruments orders plans regulations bye-laws permissions or directions at any time issued under it.

Clause 2 Purpose & Commencement

- 2.1. This Agreement describes the terms and conditions for implementation of the Project and outlines the key roles and responsibilities of the Parties and also the entitlements of each Party. Each Party shall carry out and perform its respective obligations in accordance with the terms and conditions set out in this Agreement, aimed at the implementation of the Project.
- 2.2. This Agreement shall be deemed to have commenced on and with effect from the 5th September, 2017.

Clause 3 Grant of License & Consideration

- 3.1 The Owners doth hereby permit and grant license and permission to the Developer, with right and authority to build upon Said Land by



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Assurances in Kolkata
8 SEP 2011

constructing one or more building (s) thereon in accordance with sanctioned and /or revised sanctioned plan and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas during or after completion to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.

- 3.2 The Developer shall be entitled to undertake the construction work at the said Land and the Owners shall allow the access for the sole purpose of carrying out and completing the development and commercial exploitation of the Said Land. The legal domain, possession and control of the Said Land shall continue to vest with the Owners till the time transfer of undivided share of land to Transferee(s), after completion of the project.
- 3.3 In as much as the construction on the Said Land is concerned, the Developer shall act as licensee of the Owners and shall be entitled to be in permissive access to the Said Land as and by way of a licensee of the Owners as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the Said Land which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the Said Land for any purposes other than the purpose of construction and/or development as mentioned hereinabove.
- 3.4 The Developer shall complete the Project within a period 4 (Four) years from the date of sanction and /or revised sanctioned plans from the concerned Authorities, however the said period of 4 (Four) years may be extended by a grace period of 6 (six) months without any penalty. It is clarified that the Project shall be deemed to be complete only when the full Completion Certificate is issued by the Municipal Authority and such date on which the said full Completion Certificate is issued shall be considered as the Project completion date.
- 3.5 The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the **Third Schedule** hereunder written and approved by the Architect appointed herein.



Additional Registrar of
Assurances III Kolkata

9 SEP 2016

- 3.6. In consideration of the Owners granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owners and the Developer shall be entitled to share constructed spaces of the Project (excluding the undivided proportionate share in the Land) in the following ratio:

Owners	-	20 % (Twenty percent)
Developer	-	80 % (Eighty percent)

- 3.7. The Owner and the Developer shall be party to the agreement for sale to be entered into with the prospective transferees for transfer of the flats and other rights and benefits in the Project. The Parties shall share the Gross Proceeds received from prospective transferees in the proportion fixed as in Clause 3.6. It is further clarified that GST payable on Gross Sale Proceeds, Marketing Costs for the Project, Brokerage cost shall also be shared between the Owners and Developers in the same proportion. The aforesaid consideration of 20% shall be passed on after 3 years upon completion and/or transfer of constructed space whichever is earlier.
- 3.8. After the expiry of 4 (four) years period or the said mutually extended period, the unsold constructed space in the proportion of 20% (twenty percent) and 80% (eighty percent) shall belong respectively to the Owners and the Developers.
- 3.9. It is clarified and agreed between the parties that, in case of any cancellation of advance booking, the Owner & Developer shall be responsible / liable for refund of advance booking amount proportionately to their ratio.
- 3.10. The necessary accounts and statements pertaining to Transfer of flats and other rights and benefits in the Project and sharing of Gross Sale Proceeds will be maintained by the Developer for each financial year (i.e. the period beginning from 1st April of the current year to 31st March of the following year). Upon Transfer of the entire flats and other constructed area in the Project, a final account shall be prepared and rendered by the Developer to the Owners. Once the project is complete and upon execution of sale deeds the Owners shall receive the 20% of Gross sale proceeds.



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9 SEP 2011

Clause 4
Security Deposit

- 4.1. On or before the execution and registration of this Agreement, the Developer shall pay to the Owners (each one of them), an interest free refundable amount of Rs.2,00,000/- (Rupees Two Lacs only), hereinafter referred to as the "**Security Deposit**" for due and punctual performance of the obligations of the Developer hereunder.
- 4.2. Within a period of 6 (six) months commencing from the expiry of the said period of 4 (four) years from the date of this Agreement or such extended period as mutually agreed by the Parties in writing as provide in Clause 3.4, both Parties shall make its best endeavor to – (i) Owners shall Transfer undivided share in land proportionate to all the remaining flats in the Project in favour of the Transferees by registering necessary sale / conveyance deeds for which agreements have executed, (ii) Developer shall settle the final accounts pertaining to their respective entitlements and thereafter, Developer shall transfer the constructed space to all purchaser on receiving full consideration (iii) Owners and Developer shall execute and register the necessary instruments for effecting partition and transfer of their respective allocations in respect of the Unsold Space (as mentioned in Clause 3.8 herein).
- 4.3. Simultaneously with the execution and registration of necessary instruments for effecting partition and transfer of the Unsold Space as provided in Clause 3.8 herein, the Security Deposit amount will be refunded by the Owners to the Developer, subject to execution of all sale deeds and further subject to receiving the consideration that is 20% of gross sale proceeds.

Clause 5
Conversion, Sanction etc.

- 5.1. The Owners have represented that, the land is already converted to Vastu and the Developer can apply for obtaining the sanction of the proposed building plan before the concerned municipal authority.

Clause 6
Representation and Covenants of the Owners

The Owners hereby declare and covenant with the Developer as follows:

- 6.1. The Owners are the absolute Owners of the Land.



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Assurances III Kolkata

8 SEP 2011

- 6.2. The Land is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 6.3. The Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of the Land.
- 6.4. During the subsistence of this Agreement, the Owners shall not transfer and/or part with the Land or any portion thereof.
- 6.5. The Owners are authorizing the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction / development of the Project.

Clause 7
Representations and covenants of the Developer

The Developer hereby undertakes and covenants with the Owners as follows:

- 7.1. In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Building Plan and other approvals as per provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.
- 7.2. All costs, charges and expenses for the development and implementation of the Project till its completion (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.
- 7.3. The Developer shall comply with all applicable laws, clearances, applicable permits (including renewals as required) in compliance with the performance of its obligations under this Agreement.
- 7.4. The Developer shall discharge its obligations in accordance with Good Industry Practice.



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Assurances III Kolkata

13 SEP 2011

- 7.5. The Developer shall indemnify, protect, defend and hold harmless the Owners and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of failure of the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.
- 7.6. The Developer acknowledges and recognizes that time is the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- 7.7. The Developer shall ensure that the personnel engaged by it in compliance with the performance of its obligations under this Agreement all are properly trained for discharging their respective duties according to their roles and responsibility.
- 7.8. The Developer shall not transfer and/or assign this Agreement without the consent of the Owners in writing nor shall create any charge or encumbrance in respect of their interest in the Project.
- 7.9. The Developer shall be entitled to raise the construction finance, if so required, and for that the Owners shall execute the necessary documents as may be required by the financial institution. However, the Developer shall indemnify the Owners against any liability of whatsoever nature for obtaining the construction finance, from any financial institution.
- 7.10. The Developer shall not initiate any proceedings/litigation against third parties in any Court or other legal authorities in exercise of the authority given to the Developer under this Agreement without written consent of the Owners.
- 7.11. The Developer shall comply with the requirements and requisitions of the Municipal Authority and other authorities relating to the construction of the Project and to obtain necessary approval/s, consent/s and license/s from the appropriate authorities as and when required.
- 7.12. The Developer shall not employ (directly or indirectly) any child labours for carrying out construction work at the Land.



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Assurances III Kolkata

0 SEP 2011

- 7.13. The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, damage, interference to the occupiers of the adjoining or neighbouring properties or to the public.
- 7.14. The Owners shall make proper arrangement for the security of the Land, however the Owners shall not be responsible for safe keeping of construction material, equipments, for that the Developer shall make its own arrangement.
- 7.15. The Developer shall ensure that upon completion of the Project, all surplus materials, rubbish, and waste are cleared of and removed from the Land as well as roads and pavements adjoining the Land.

Clause 8
Access to Land

- 8.1. The Owners shall give the right of way and access of the Land to the Developer for the development of the Project upon commencement of work.
- 8.2. Within 7 days after the Developer having obtained all other necessary permissions, approvals and sanctions, the Developer shall be entitled to commence, carry out and complete the construction of the Project as per the Specifications mentioned in the **Third Schedule** hereunder written.
- 8.3. The Developer shall be entitled to right of way and access to the Land as licensee, for the purpose of construction and allied activities during the subsistence of this Agreement and until such time the Project is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with the construction of the Project on the Land, except in such circumstances when the Owners has reasons to believe that the Developer is not carrying out its function in terms of this Agreement.
- 8.4. The physical possession of the Land shall be under the full control and possession of the Owners and except the right of way, and access to the Land, the Developer shall have no other right in respect of the same. It is clarified that the Developer shall have no power or authority to part with the possession of the Land or any portion thereof.



Additional Registrar of
Assurances III Kolkata
8 SEP 2011

Clause 9

Transfer of Flats and other constructed area in the Complex

- 9.1. The Owners shall review and approve the policies relating to marketing, Transfer and disposal of flats and other constructed areas in the Project. However, the marketing cost of the Project shall be borne by the Parties in proportion as mentioned in Clause 3.6 above.
- 9.2. Both the Owners and the Developer shall be Parties to the Agreement for Sale to be entered into with the Transferee/s for Transfer of flats and other rights and benefits in the Project. It is hereby agreed that the sale / conveyance deed for absolute Transfer of the flats shall be executed with the Transferee/s only after obtaining the completion certificate from the Municipal Authority.
- 9.3 All agreements, deeds (including allotment letter, sale/conveyance deed, and/or other agreements, deeds, documents etc.) pertaining to allotment and/or Transfer of flats in the Project shall be reviewed and approved by the Owners. The Parties shall ensure that the Transferee/s shall observe, perform and fulfill all the terms, conditions, stipulations and covenants as contained in the allotment letter and the agreement for sale/ deed and or any modifications thereof.
- 9.4. It is clarified that the Developer is hereby authorized by Owners to receive advances from prospective customers against advance booking of flats / constructed space in the proposed complex and the Owners shall not require to be a party in the same. To safe guard the Owners' interest the Developer shall make payment of further deposits to Owners time to time, as may be mutually agreed between the parties, subject to progress of construction work in the project and receiving the booking advance amount.

Clause 10

Default in completion of the Project

- 10.1. In the event the Developer fails to complete the Project within the stipulated period of 4 (four) years (with a grace period of 6 months) from the date of this Agreement, in that event the Developer shall pay to the Owners jointly for liquidating the damages at the rate of Rs. 2,00,000/- (Rupees Two lacs) per month for the subsequent 12 (twelve) months, till such time the construction of the Project is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the Project due to Force Majeure. The completion of the construction of the Project shall mean



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Assurances III Kolkata
0 SEP 2011

the completion of construction in all respects and issuance of the full Completion Certificate or Occupation Certificate by the Municipal Authority.

- 10.2. In the event the Developer are unable to complete the proposed Project within a period of 4 (Four) years from the date of this Agreement for any reasons other than the those set out in the Clause 11.2 above or If the Developer or their agents commit any breach of any terms or condition of this Agreement, then the Owners at its sole discretion shall be entitled to terminate this Agreement and to forfeit a sum of Rs.2,00,000/- (Rupees Two Lacs only), of refundable advance/deposits paid to each Owner, under this Agreement and on such termination, all licenses and permission given to the Developer as aforesaid shall stand revoked. However, the rights granted to the Developer to develop the said Land shall not be revoked or terminated by the Owners as long as the Developer are ready and willing to comply with its obligations herein contained during an additional grace period of six months over and above the aforesaid period of 4 (Four) years from the date of Agreement.

Clause 11
Mutual covenants

- 11.1. The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer, nor shall the Owners and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.
- 11.2. The Owners and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- 11.3. The Developer shall in consultation with the Owners, frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally captured / mentioned in the sale / conveyance deeds / agreements / allotment letters/ documents, to be extended by and between the parties and transferee.



Additional Registrar of
Assurances (i) Kolkata
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- 11.4. Nothing in these presents shall be construed as a sale / transfer or assignment in law by the Owners in respect of the Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.
- 11.5. The Transferee/s shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the flats or other constructed area in the Complex proposed to be transferred in his/her/its favour as per prevailing banking laws.

Clause 12
Miscellaneous

- 12.1. The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.
- 12.2. This Agreement sets forth the entire agreement and understandings between the Parties relating to the Land and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.
- 12.3. In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.
- 12.4. The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne and paid by the Developer.
- 12.5. Upon completion of the construction of the Project in all respects, the Developer shall send a notice to the Owners along with the completion certificate issued by the Municipal Authority certifying that the construction has been done in accordance with the sanctioned and/or revised sanctioned Building Plans and fit for occupation. Upon receipt of the notice, the Owners along with the Developer shall execute the necessary sale / conveyance deeds in favour of the Transferees for Transfer of the flats and other rights and benefits in the Project, and the possession of the land will also be simultaneously transferred jointly to all purchasers.



Additional Registrar of
Assurances III Kolkata

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Clause 13
Notices, Correspondence and Communication

- 13.1. All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address given below:

Representative of the Owners	:	Mr. Rachit D. Sanghvi
Address	:	22, Prince Anwar Shah Road
	:	Kolkata – 700 033
Email	:	rachit@merlinprojects.com
Representative of the Developer	:	Mr. Dinesh Sanghvi
Address	:	22, Prince Anwar Shah Road
	:	Kolkata – 700 033
Email	:	dinesh@merlinprojects.com
Representative of the Developer	:	Mr. Dinesh Sanghvi
Address	:	33A, Chandranath Chatterjee Street
	:	Kolkata – 700 025
Email	:	dinesh@nobleprojects.in

- 13.2. Unless another address has been specified by a Party hereto by a written notice to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 7 (seven) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

Clause 14
Dispute resolution & Jurisdiction of Courts

- 14.1. In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 14.2 below.
- 14.2. If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 14.1 above within 60 (sixty)



Additional Registrar of
Assurances III Kolkata

05 SEP 2019

days, it shall be settled through Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.

- 14.3. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- 14.4. The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- 14.5. Any decision/award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.

FIRST SCHEDULE ABOVE REFERRED TO:
(Land)

ALL THAT the piece and parcel of land admeasuring 124.80 decimals (on physical measurement 126.90 decimals) equivalent to 76 cottahs 12 chittaks 17 sq. ft. more or less, lying and situated under Mouza-Kotrung, J.L. No. 8, under various Dag nos. as mentioned below, and being the Municipal Holding No. 94K, G.T. Road, Kotrung, under Ward No. 2 of Uttarpara Kotrung Municipality, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin - 712233, butted and bounded in the following manner:-

ON THE NORTH : By Municipality Road;
ON THE EAST : By Premises No. 94/7 K, G.T. Road;
ON THE WEST : By Municipality Drain
ON THE SOUTH : By Premises No. 94/7 K, G.T. Road.

Khatian No.	L.R.Dag No.	Land Area (in Decimal)
7473 to 7481	4341	2.40
7473 to 7481	4342	122.40
Total		124.80



Additional Registrar of
Assurances III Kolkata
0 SEP 2011

SECOND SCHEDULE ABOVE REFERRED TO:
(Chain of Title)

WHEREAS by an Indenture of Sale dated 25.06.1962, registered with Registrar of Assurances, Calcutta in Book No. I, Volume No. 104, Pages 77 to 84, being No. 3304 for the year 1962, M/s Pigments & Chemical Industries (P) Ltd, purchased 1.971 acres of land being undivided $\frac{1}{2}$ share of the total land admeasuring 3.942 acres comprised in various R.S. Dag Nos. as stated therein, all situate within Mouza Kotrang, J.L. No. 8, Pargana Bor, P.S. Uttarpara, Dist. Hooghly.

AND WHEREAS by another Indenture of Sale dated 28.7.1962 registered with Registrar of Assurances, Calcutta in Book No. I, Volume No. 124, Pages 54 to 61, being No. 3960 for the year 1962, the said M/s Pigments & Chemical Industries (P) Ltd, purchased 1.971 acres of land being the residue undivided $\frac{1}{2}$ share of the total land admeasuring 3.942 acres comprised in various R.S. Dag Nos. as stated therein, all situate within Mouza Kotrang, J.L. No. 8, Pargana Bor, P.S. Uttarpara, Dist. Hooghly.

AND WHEREAS by a Deed of Declaration dated 5.5.1984 registered with Registrar of Assurances, Kolkata in Book No. I, Volume 28, Pages 483 to 494, being No. 5104 for the year 1984 one Durga Dutt Kajaria declared that he had purchased land admeasuring 1.260 acre comprised in various Dag Nos. as stated therein, all situate within Mouza Kotrang, J.L. No. 8, P.S. Uttarpara, Dist. Hooghly for and on behalf of and also from the funds and resources provided by the M/s Pigments & Chemical Industries (P) Ltd.

AND WHEREAS thus by virtue of the aforesaid registered deeds and documents, the said M/s Pigments & Chemical Industries (P) Ltd, became the full and absolute owner of 5.202 acres of land situate within Mouza Kotrang, J.L. No. 8, P.S. Uttarpara, Dist. Hooghly and got the same mutated in the records of Uttarpara Kotrang Municipality, Ward No. 2, as municipal Holding No. 94, K.G.T. Road, Kotrang-712233.

AND WHEREAS subsequently the said M/s Pigments & Chemical Industries (P) Ltd, mutated its name in the record of BLLRO for the land purchased as above said, under various R.S. Dag Nos. in Mouza Kotrang, admeasuring 5.202 acres more or less, which were consolidated into L.R. Dag Nos. 4341 and 4342 vide Khatian No. 5691, Mouza Kotrang, J.L. No. 8 in the records of BLLRO.



Additional Registrar of
Assurances III Kolkata
9 SEP 2019

AND WHEREAS while seized, possessed as absolute owner of the said land, M/s Pigments & Chemical Industries (P) Ltd, by two deed of conveyances, both dated 30.3.2007, both registered with the Registrar of Assurances, Kolkata, respectively being Deed Nos. 1034 and 1035 both for the year 2007, sold and transferred the part of the said land measuring an area of 4.065 acres to M/s Merlin Projects Ltd, particularly out of L.R. Dag No. 4342, Mouza Kotrang. However, by inadvertence while mutating its name in the records of the BLLRO, the land area was recorded as 4.120 acres in the name of M/s Merlin Projects Ltd, vide Khatian No. 5793, Mouza Kotrang, J.L. No. 8.

AND WHEREAS thus after selling/transferring the above said land, M/s Pigments & Chemical Industries (P) Ltd, remain the absolute owner of 1.248 acres of land comprised in L.R. Dag No. 4341, admeasuring 1.224 acres and in L.R. Dag No. 4342 admeasuring 0.024 acre, both under Khatian No. 5691, Mouza Kotrang, J.L. No. 8, P.S. Uttarpara, Dist. Hooghly.

AND WHEREAS by virtue of a Deed of Conveyance dated 16th January, 2015, duly registered at the office of Additional Registrar of Assurances - III, Kolkata, West Bengal, recorded in Book No. I, CD Volume No. 1, Page 2204 to 2220, Being No. 00123, for the year 2015, on the terms, conditions and consideration mentioned therein the present owners herein purchased **ALL THAT** the piece and parcel of land measuring 124.80 decimals (on physical measurement 126.90 decimals) more or less, equivalent to 76 cottahs 12 chittaks 17 sq. ft. (more or less) lying and situated under Mouza-Kotrung, J.L. No. 8, being the Municipal Holding No. 94K, G.T. Road, Kotrung, under Ward No. 2 of Uttarpara Kotrung Municipality, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin - 712233 from the said M/s Pigments & Chemical Industries (P) Ltd, which is more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS subsequently the said M/s Wonderland Vanijya (P) Ltd. & 8 Others being Owners of the said land have mutated their name in the record of Uttarpara Kotrung Municipality and concerned B.L. & L.R.O. at Sreerampore, Hooghly, as Owners of Municipal Holding No. 94K, G.T. Road, Kotrung, under Ward No. 2 of Uttarpara Kotrung Municipality, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin - 712233.



2
Additional Registrar of
Assurances in Kolkata
9 SEP 2011

THIRD SCHEDULE ABOVE REFERRED TO:
(Specifications)

Magnificent elevation

- Iconic towers, meticulously designed. Combination of anti-fungal & textured paint that ensures protection from erosion and weather effects.

Foundation and structure

- Reinforced cement concrete on piles and sheer walls wherever necessary.
- Adequately designed for earthquake resistance.

24x7 security and fire prevention

- Surveillance facility with CCTV and intercom facility.
- Fire prevention and protection system as per WBFS recommendations.
- Required number of evacuation points and refuge platforms for resident's safety along with fire alarms.

Common area illumination

- Sufficient illumination through compound and street lighting inside the complex.

Water treatment

- To ensure regular supply of treated water.

Treatment and proofing

- Anti-termite treatment during various stages of construction.
- Waterproofing wherever required.

Impressive entrance lobby

- Well decorated foyer with star category finish in common areas and lobbies.

Aesthetic elevators

- High speed automatic lifts of reputed brand with well decorated lift cars.

Electrical details

- Fire-resistant wires with high-end modular switches.
- Concealed wiring of reputed brands for electricity & telephone inside the flat.
- Quality earthing for all electro-mechanical gadgets.



Additional Registrar of
Assurances III Kolkata
05/05/2019

- PVC conduit pipe with copper wiring, MCBs/ELCBs, modular switches with sufficient power points for necessary gadgets.
- Optimized power back-up with instant automatic change over.

Sturdy doors

- Main doors made of flushed door with one side teak finish.
- Internal doors: flushed doors.

Airy windows

- Aluminium anodised windows of good quality.

Superior hardware & fittings

- All locks and hardware fittings of good quality adding elegance to the flat.

Comfortable toilets

- Top of the line quality sanitary & C.P. fittings.
- Hot and cold water provision.
- Water efficient sanitary fixtures.
- Ceramic tiles upto 7' height (Dado) of reputed brand.
- Anti-skid flooring.

Kitchen

- Good quality counter top.
- Dado of ceramic tiles above platform upto 2' height with stainless steel sink.

Bedroom / Living Room

- Good quality vitrified tiles.
- A.C. point in bedroom.
- P.O.P on wall and ceiling.

Balcony

- Anti-skid ceramic tiles.
- P.O.P on wall and ceiling.



Additional Registrar of
Assurances III Kolkata
9 SEP 2011

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

Signed, Sealed and Delivered by the Owners, by their **Authorised Signatory, Mr. Rachit Kumar D. Sanghvi**, by a Board Resolution dated 10.08.2017 & 11.08.2017 at Kolkata in the presence of:

1. *Srinath Datta*
2. *Ganjam Rong*

Signed, sealed and Delivered by the within named Developer No.1 through one its **Director, Mr. Dinesh Sanghvi**, by a Board Resolution dated 04.08.2017 at Kolkata in the presence of:

1. *Srinath Datta*
2. *Ganjam Rong*

Signed, sealed and Delivered by the within named Developer No.2 through one its **Director, Mr. Dinesh Sanghvi**, by a Board Resolution dated 04.08.2017 at Kolkata in the presence of:

1. *Srinath Datta*

22, Prince Anwar Shah Road,
Kolkata-700 033

2. *Ganjam Rong*

22, Prince Anwar Shah Road,
Kolkata-700 033

Wonderland Vanija Private Limited
Noble Trexim Private Limited
Panghat Agency Private Limited
Galaxy Tracom Private Limited
Veer Tie up Private Limited
Akshara Commoddeal Private Limited
Dignity Sales Private Limited
Tribune Commerce Private Limited
Planet Commercial Private Limited

[Signature]
Authorised Signatory
RACHIT D SANGHVI

MERLIN PROJECTS LTD.

[Signature]
Director
DINESH SANGHVI

NOBLE TREXIM PVT. LTD.

[Signature]
Director / Authorised Signatory
DINESH SANGHVI

[Signature]

BAPI DAS
Advocate
Alipore Police Court
Kolkata - 700 027
W.B.- 613 / 2001



Additional Registrar of
Assurances III Kolkata

9 SEP 2011

RECEIPT AND MEMO OF SECURITY DEPOSIT

RECEIVED from the abovenamed Developer a sum of Rs.18,00,000/- (Rupees Eighteen Lacs only), as and by way of interest free refundable security deposit as per the memo given below:

- | | |
|--|---------------|
| 1) By Cheque No.004127 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Wonderland Vanijya Private Limited' | Rs.2,00,000/- |
| 2) By Cheque No.004128 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Noble Trexim Private Limited' | Rs.2,00,000/- |
| 3) By Cheque No.004130 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Panghat Agency Private Limited' | Rs.2,00,000/- |
| 4) By Cheque No.004131 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Galaxy Tracom Private Limited' | Rs.2,00,000/- |
| 5) By Cheque No.004132 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Veer Tie Up Private Limited' | Rs.2,00,000/- |
| 6) By Cheque No.004133 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Akshara Commedeal Private Limited' | Rs.2,00,000/- |



Additional Registrar of
Assurances III Kolkata
0 SEP 2011

7) By Cheque No.004134 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Dignity Sales Private Limited'

Rs.2,00,000/-

8) By Cheque No.004135 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Tribune Commerce Private Limited,

Rs.2,00,000/-

9) By Cheque No.004136 dt.02.09.2017
drawn on Kotak Mahindra Bank Ltd, Park
Street Branch, Kolkata in favour of
'Planet Commercial Private Limited'

Rs.2,00,000/-

Rs.18,00,000/-

(Rupees Eighteen Lacs only).

Wonderland Vanija Private Limited
Noble Trexim Private Limited
Panghat Agency Private Limited
Galaxy Tracom Private Limited
Veer Tie up Private Limited
Akshara Commodal Private Limited
Dignity Sales Private Limited
Tribune Commerce Private Limited
Planet Commercial Private Limited


Authorised Signatory
RACHIT D SANGHVI

(OWNERS)




Witnesses:

1. 
22, Prince Anwar Shah Road,
Kolkata-700 033

2. 
22, Prince Anwar Shah Road,
Kolkata-700 033



Additional Registrar of
Assurances III Kolkata
0 SEP 2011

Sl No.	Name of the Executant	Category	Photo	Finger Print e-3737	Signature with date
1	Mr Rachit D Sanghvi 22, Prince Anwar Shah Road, P.O.- Tollygunge, P.S.- Charu Market, District-South 24-Parganas, West Bengal, India, PIN - 700033	Representative of Land Lord [M/s Wonderla and Vanijya Pvt. Ltd.] [M/s Noble Trexim Pvt. Ltd.] [M/s Panghat Agency Pvt. Ltd.] [M/s Galaxy Tracom Pvt. Ltd.] [M/s Veer Tie Up Pvt. Ltd.] [M/s Akshara Commercial Pvt. Ltd.] [M/s Dignity Sales Pvt. Ltd.] [M/s Tribune Commerce Pvt. Ltd.] [M/s Planet Commercial Pvt. Ltd.]			

Presentamv


 Additional Registrar of
 Assurances III Kolkata
 6 SEP 2016



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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Dinesh Sanghvi 22, Prince Anwar Shah Road, P.O.- Tollygunge, P.S.- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033.	Representative of Developer [Merlin Projects Limited] [M/s Noble Trexim Pvt. Ltd.]		 C-3738 PS 11/6/17	 PS 11/6/17
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Bivash Mukherjee Son of Late B K Mukherjee 2/119, Vidya Sagar Colony, P.O:- Naktala, P.S:- Patuli, District-South 24-Parganas, West Bengal, India, PIN - 700047	Mr Rachit D Sanghvi, Mr Dinesh Sanghvi		 Bivash Mukherjee 07/09/2017	

(Malay Kanti Das)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R. -
III KOLKATA

Kolkata, West Bengal
Additional Registrar of
Assurances III Kolkata
8 SEP 2017

1000
1000

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

GRN: 19-201718-007025005-1 Payment Mode Online Payment
GRN Date: 05/09/2017 10:58:54 Bank: Indian Bank
BRN: 1805092017029864 BRN Date: 05/09/2017 11:00:00

DEPOSITOR'S DETAILS

Id No. : 19030001214335/1/2017
[Query No./Query Year]
Name : MERLIN PROJECTS LTD
Contact No. : Mobile No. : +91 9830373677
E-mail :
Address : 22 Prince Anwar Shah Road Kolkata 700033
Applicant Name : Mr Ananga Mohan Roy
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19030001214335/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	19030001214335/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	18091

In Words : Rupees: Ninety Two Thousand Nine Hundred Ninety Two only
Total 92992



Additional Registrar of
Assurances III Kolkata

9 SEP 2018

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

WONDERLAND VANIJYA PRIVATE
LIMITED

02/03/2006
Permanent Account Number

AAACW6421E



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PANGHAT AGENCY PRIVATE LIMITED

25/11/2008

Permanent Account Number

AAECP9879K



10000112

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आयकर विभाग
INCOME TAX DEPARTMENT
VEER TIE UP PRIVATE LIMITED



भारत सरकार
GOVT OF INDIA



04/05/2010

Permanent Account Number
AADCY2643J

04/05/2010

bag

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

AKSHARA COMM DEAL PRIVATE
LIMITED

भारत
सरकार

30/04/2010

Particulars of Assets and Liabilities

AAIC-4-08E

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DIGNITY SALES PRIVATE LIMITED



22/02/2006

Permanent Account Number

AACCD3916H

04/02/006

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TRIBUNE COMMERCE PRIVATE
LIMITED



02/03/2006
Permanent Account Number

AACCT4672L

02/03/2006

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PLANET COMMERCIAL PRIVATE LIMITED

02/06/2006

Particulars Account Number
AADCP9254D

20022011



[Handwritten signature]





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सिद्धार्थ फाउण्डेशन
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

राजत कुमार ड. सांगहि
DINESH BHAI SAANGHI

29/06/1985

Permanent Account Number
MISFD3491P

Signature 



जायकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DINESH KUMAR G SANGHVI
GOPALJI VARD SANGHVI

24/12/1955
Pantheon Account Number
AVHPS5172K


Signature







58

भारत सरकार
Government of India
श्री ० गौरी
Dhish G Sanghvi



आर. आर. ओ. २४१२१६६६
ग / Male

2117 3047 4698



आधार - आम आदमी का अधिकार

58



एन.डी.ए.आई. (UIDAI)
Unique Identification Authority of India

एन. डी.ए.आई. ऑफिस
एन.डी.ए.आई. टॉवर 1
फ्लॉर नं. 33 रोड, 373 फ्लॉर
शाह रोड, कोलकाता, जॉधपुर पार्क
कोलकाता, वेस्ट बंगाल, 700088

Address: S/O. Gopali V
Sanghi, South City
Apartment, Tower 1, Flat No.
33 G/D, 373 Prince Anwar
Shah Road, Kolkata
Jodhpur Park, Jodhpur Park,
Kolkata, West Bengal,
700088

2117 3047 4698

1947
1200 300 1947

help@uidai.gov.in

www.uidai.gov.in



ভারতীয় বিনিষ্ট পরিচয় প্রামিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

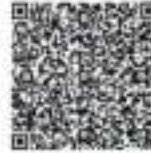
অপিকাভুক্তির আই ডি/Enrollment No.: 1040/19514/53962

To
বিতাল মুখার্জী
Bivash Mukherjee
2/115 VIDYASAGAR COLONY
NAKTALA Naktala S.O
Naktala Kolkata
West Bengal 700047

8500364



MN189503640DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

6718 7034 7409

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



বিতাল মুখার্জী
Bivash Mukherjee
পিতা : বিজয় কৃষ্ণ মুখার্জী
Father : BIJAY KRISHNA MUKHERJEE
জন্ম বর্ষ / Year of Birth : 1974
পুরুষ / Male

6718 7034 7409



আধার - সাধারণ মানুষের অধিকার

Bivash Mukherjee

Thumb 1st finger mid fingure ring finger small finger

	left hand					
	right hand					

RACHIT D SANGHVI

Name:

Signature:



Thumb 1st finger mid fingure ring finger small finger

	left hand					
	right hand					

DINESH SANGHVI

Name:

Signature:



thumb 1st finger mid fingure ring finger small finger

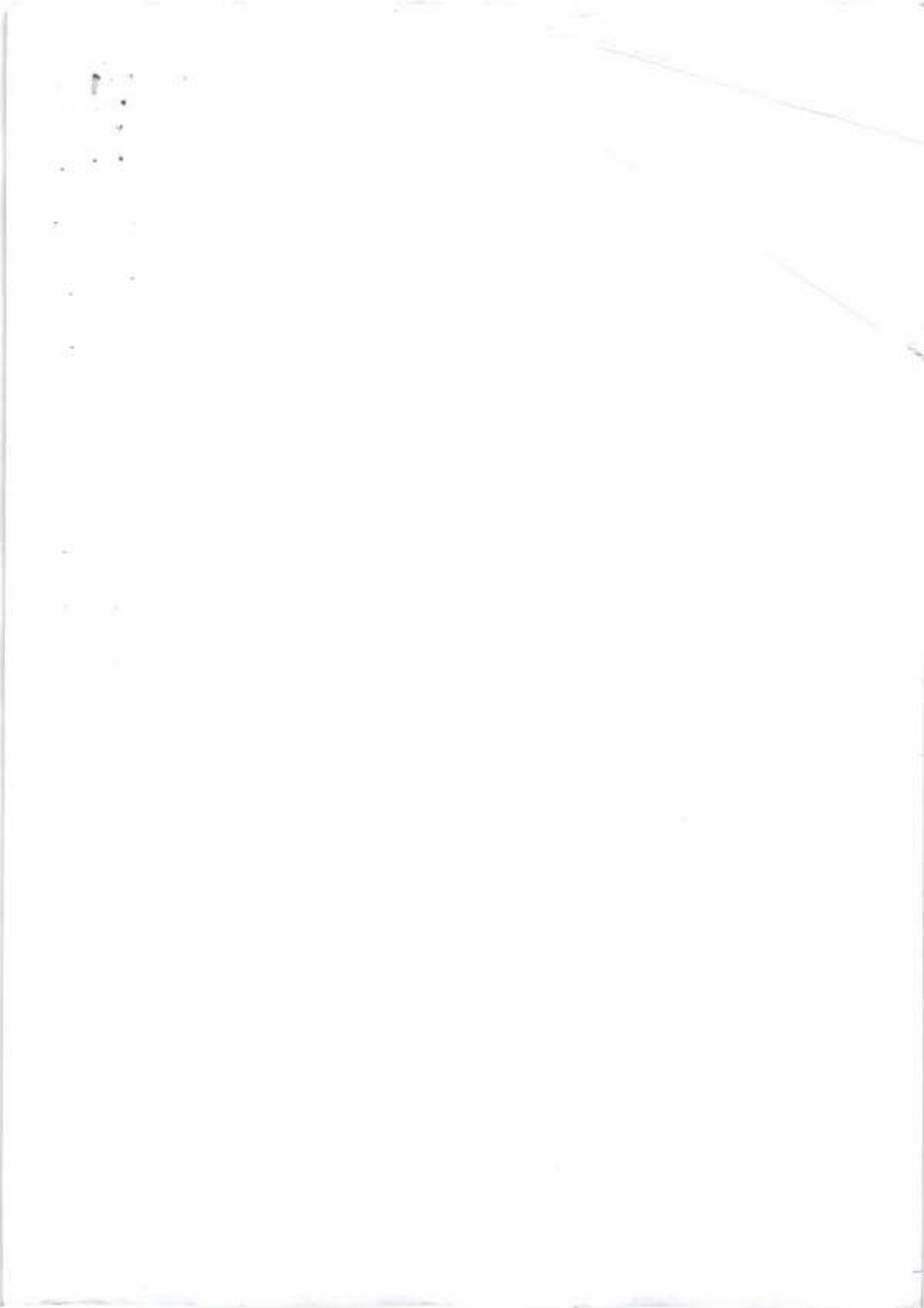
PHOTO	left hand					
	right hand					

Name:

Signature:



Additional Registrar of
Assurances III Kolkata
6 SEP 2011



DATED THIS 5th DAY OF SEPTEMBER 2017

JOINT DEVELOPMENT AGREEMENT

BETWEEN

M/S WONDERLAND VANIYA
PRIVATE LIMITED & ORS.

AND

MERLIN PROJECTS LIMITED & ANR.

Reg : Land at
Premises No.94K, G.T. Road
Dist. Hooghly – 712 233

94k/gtdev-agr



भारत सरकार
Unique Identification Authority of India
Government of India

भारत सरकार
Unique Identification Authority of India
Government of India

संस्थापन क्रम / Enrollment No. : 1149/50094/16472

14/05/2014

To
Rachit Sanghvi
रवि संघवी
S/O: Dinesh G Sanghvi
Tower 1 Flat-33 C/O
375, P A Shah Road
Near South City Mall
Jodhpur
Jodhpur Park, Kolkata
West Bengal - 700063
9830112000



KL937850844T

93785084



आपका आधार क्रमांक / Your Aadhaar No. :

5112 5033 5539

आधार - आम आदमी का अधिकार



भारत सरकार
Government of India



रवि संघवी
Rachit Sanghvi

आधार संख्या / UID
DOB: 2009/11/15
प्राकार / Males

5112 5033 5539

आधार - आम आदमी का अधिकार



भारत सरकार
Government of India



AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
Government of India

पता: संघीय टॉवर जी संघवी
टॉवर 1 फ्लैट-33 सीडी
375, पी ए शाह रोड
दक्षिण नगर के पास, जोधपुर
जोधपुर पार्क, कोलकाता, वेस्ट बंगाल
700063

Address: S/O: Dinesh G
Sanghvi, Tower 1 Flat-33 C/
D. 375, P A Shah Road, Near
South City Mall, Jodhpur,
Jodhpur Park, Kolkata,
West Bengal, 700063

5112 5033 5539



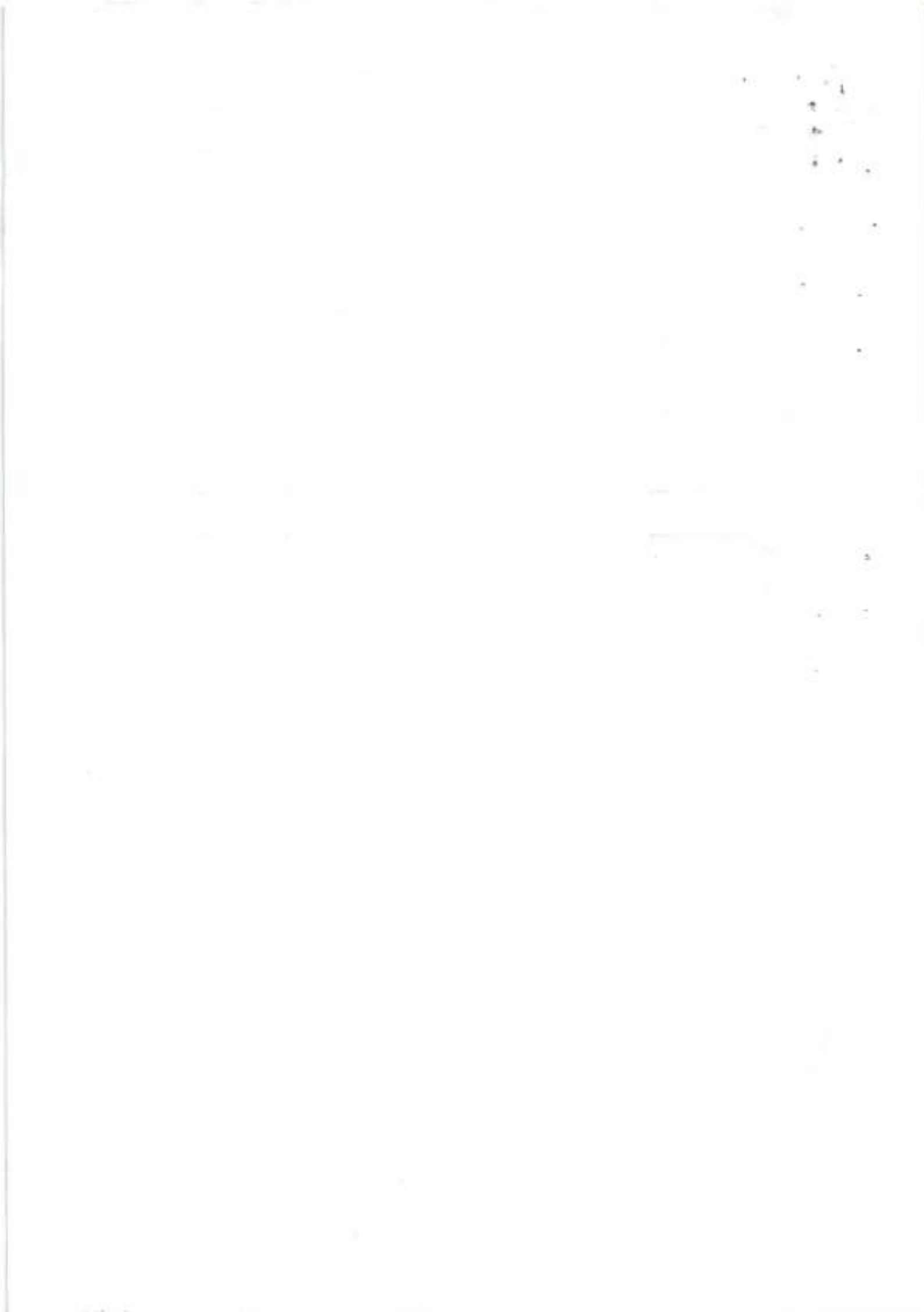
1800 305 5947



help@uidai.gov.in



www.uidai.gov.in



Major Information of the Deed

Deed No :	I-1903-02230/2017	Date of Registration	13/09/2017
Query No / Year	1903-0001214335/2017	Office where deed is registered	
Query Date	24/08/2017 9:35:11 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Ananga Mohan Roy Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831094687, Status : Solicitor firm		
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 : 18,00,000/-]		
Set Forth value	Market Value		
Rs. 18,00,000/-	Rs. 13,23,93,867/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:48(g))	Rs. 18,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Uttarpara, Municipality: UTTARPARA-KOTRUNG, Road: G. T. Road - Kotrung, Road Zone : (Holding located on GT Road -- Holding located on GT Road) , Mouza: Kotrung, Ward No: 2, Holding No:94K

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-4341	RS-7473	Bastu	Bastu	2.4 Dec	50,000/-	25,46,036/-	Property is on Road
L2	RS-4342	RS-7481	Bastu	Bastu	122.4 Dec	17,50,000/-	12,98,47,831/-	Property is on Road
TOTAL :						124.8Dec	18,00,000 /-	1323,93,867 /-
Grand Total :						124.8Dec	18,00,000 /-	1323,93,867 /-

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/s Wonderland Vanijya Pvt. Ltd. 8/1/2, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AAACW6421E, Status :Organization, Executed by: Representative, Executed by: Representative
2	M/s Noble Trexim Pvt. Ltd. 33A, Chandranath Chatterjee, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AABCN5560A, Status :Organization, Executed by: Representative, Executed by: Representative
3	M/s Panghat Agency Pvt. Ltd. 33A, Chandranath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AAACP9879K, Status :Organization, Executed by: Representative, Executed by: Representative
4	M/s Galaxy Tracom Pvt. Ltd. 79, Shambhunath Pandit Street, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AACCG5898B, Status :Organization, Executed by: Representative, Executed by: Representative

5	M/s Veer Tie Up Pvt. Ltd. 23/1, M. D. Road, P.O:- Burrabazar, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AADCV2643J, Status :Organization, Executed by: Representative, Executed by: Representative
6	M/s Akshara Commedeal Pvt. Ltd. 3, Mangoe Lane, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAICA4106E, Status :Organization, Executed by: Representative, Executed by: Representative
7	M/s Dignity Sales Pvt. Ltd. Kriparampur, Amtala, D. H. Road, P.O:- Sukhdevpur, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 743503 , PAN No.:: AACCD3916H, Status :Organization, Executed by: Representative, Executed by: Representative
8	M/s Tribune Commerce Pvt. Ltd. 8/1/2, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AACCT4672L, Status :Organization, Executed by: Representative, Executed by: Representative
9	M/s Planet Commercial Pvt. Ltd. 1, British India Street, P.O:- Esplanade, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069 , PAN No.:: AACCP9254D, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Merlin Projects Limited 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B, Status :Organization, Executed by: Representative
2	M/s Noble Trexim Pvt. Ltd. 33A, Chandranath Chatterjee Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AABCN5560A, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Rachit D Sanghvi (Presentant) Son of Mr Dinesh Sanghvi 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AHSPD3491P Status : Representative, Representative of : M/s Wonderland Vanijya Pvt. Ltd. (as Authorised Signatory), M/s Noble Trexim Pvt. Ltd. (as Authorised Signatory), M/s Panghat Agency Pvt. Ltd. (as Authorised Signatory), M/s Galaxy Tracom Pvt. Ltd. (as Authorised Signatory), M/s Veer Tie Up Pvt. Ltd. (as Authorised Signatory), M/s Akshara Commedeal Pvt. Ltd. (as Authorised Signatory), M/s Dignity Sales Pvt. Ltd. (as Authorised Signatory), M/s Tribune Commerce Pvt. Ltd. (as Authorised Signatory), M/s Planet Commercial Pvt. Ltd. (as Authorised Signatory)
2	Mr Dinesh Sanghvi Son of Late Gopalji Sanghvi 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVHPS5172K Status : Representative, Representative of : Merlin Projects Limited (as DIRECTOR), M/s Noble Trexim Pvt. Ltd. (as DIRECTOR)

Identifier Details :

Name & address
Mr Bivash Mukherjee Son of Late B K Mukherjee 2/119, Vidya Sagar Colony, P.O:- Naktala, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700047, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Rachit D Sanghvi, Mr Dinesh Sanghvi

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	M/s Wonderland Vanijya Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
2	M/s Noble Trexim Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
3	M/s Panghat Agency Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
4	M/s Galaxy Tracom Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
5	M/s Veer Tie Up Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
6	M/s Akshara Commodeal Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
7	M/s Dignity Sales Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
8	M/s Tribune Commerce Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec
9	M/s Planet Commercial Pvt. Ltd.	Merlin Projects Limited-0.133333 Dec,M/s Noble Trexim Pvt. Ltd.-0.133333 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	M/s Wonderland Vanijya Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
2	M/s Noble Trexim Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
3	M/s Panghat Agency Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
4	M/s Galaxy Tracom Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
5	M/s Veer Tie Up Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
6	M/s Akshara Commodeal Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
7	M/s Dignity Sales Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
8	M/s Tribune Commerce Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec
9	M/s Planet Commercial Pvt. Ltd.	Merlin Projects Limited-6.8 Dec,M/s Noble Trexim Pvt. Ltd.-6.8 Dec

Endorsement For Deed Number : I - 190302230 / 2017

On 05-09-2017

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 13,23,93,867/-



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 08-09-2017

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

Presented for registration at 10:55 hrs on 08-09-2017, at the Private residence by Mr Rachit D Sanghvi ,

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

Execution is admitted on 08-09-2017 by Mr Rachit D Sanghvi, Authorised Signatory, M/s Wonderland Vanija Pvt. Ltd (Private Limited Company), 8/1/2, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017; Authorised Signatory, M/s Noble Trexim Pvt. Ltd. (Private Limited Company), 33A, Chandranath Chatterjee, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025; Authorised Signatory, M/s Panghat Agency Pvt. Ltd. (Private Limited Company), 33A, Chandranath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025; Authorised Signatory, M/s Galaxy Tracom Pvt. Ltd. (Private Limited Company), 79, Shambhunath Pandit Street, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020; Authorised Signatory, M/s Veer Tie Up Pvt. Ltd. (Private Limited Company), 23/1, M. D. Road, P.O:- Burrabazar, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007; Authorised Signatory, M/s Akshara Commodeal Pvt. Ltd. (Private Limited Company), 3, Mangoe Lane, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001; Authorised Signatory, M/s Dignity Sales Pvt. Ltd. (Private Limited Company), Kriparampur, Amtala, D. H. Road, P.O:- Sukhdevpur, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 743503; Authorised Signatory, M/s Tribune Commerce Pvt. Ltd. (Private Limited Company), 8/1/2, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; Authorised Signatory, M/s Planet Commercial Pvt. Ltd. (Private Limited Company), 1, British India Street, P.O:- Esplanade, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069

Identified by Mr Bivash Mukherjee, , Son of Late B K Mukherjee, 2/119, Vidya Sagar Colony, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-09-2017 by Mr Dinesh Sanghvi, DIRECTOR, Merlin Projects Limited (Public Limited Company), 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033; DIRECTOR, M/s Noble Trexim Pvt. Ltd. (Private Limited Company), 33A, Chandranath Chatterjee Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Identified by Mr Bivash Mukherjee, , Son of Late B K Mukherjee, 2/119, Vidya Sagar Colony, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Law Clerk



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 09-09-2017

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 18,105/- (B = Rs 18,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 18,091/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 05/09/2017 11:00AM with Govt. Ref. No: 192017180070250051 on 05-09-2017, Amount Rs: 18,091/-,

Bank: Indian Bank (IDIB000C001), Ref. No. IB05092017029864 on 05-09-2017, 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 by online = Rs. 74,901/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 05/09/2017 11:00AM with Govt. Ref. No: 192017180070250051 on 05-09-2017, Amount Rs: 74,901/-,

Bank: Indian Bank (IDIB000C001), Ref. No. IB05092017029864 on 05-09-2017, Head of Account 0030-02-103-003-02



Malay Kanti Das

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 13-09-2017

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 18,105/- (B = Rs 18,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 14/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 30/-, by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 24220, Amount: Rs.100/-, Date of Purchase: 31/07/2017, Vendor name: Subhankar Das

Description of Draft

1. Draft(8554-16) No: 625070000443, Date: 12/09/2017, Amount: Rs.30/-, Bank: STATE BANK OF INDIA (SBI), ALIPORE COURT TREASURY BR



Malay Kanti Das

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2017, Page from 74541 to 74593

being No 190302230 for the year 2017.



Digitally signed by MALAY KANTI DAS
Date: 2017.09.22 13:26:44 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 22-Sep-17 1:26:21 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
