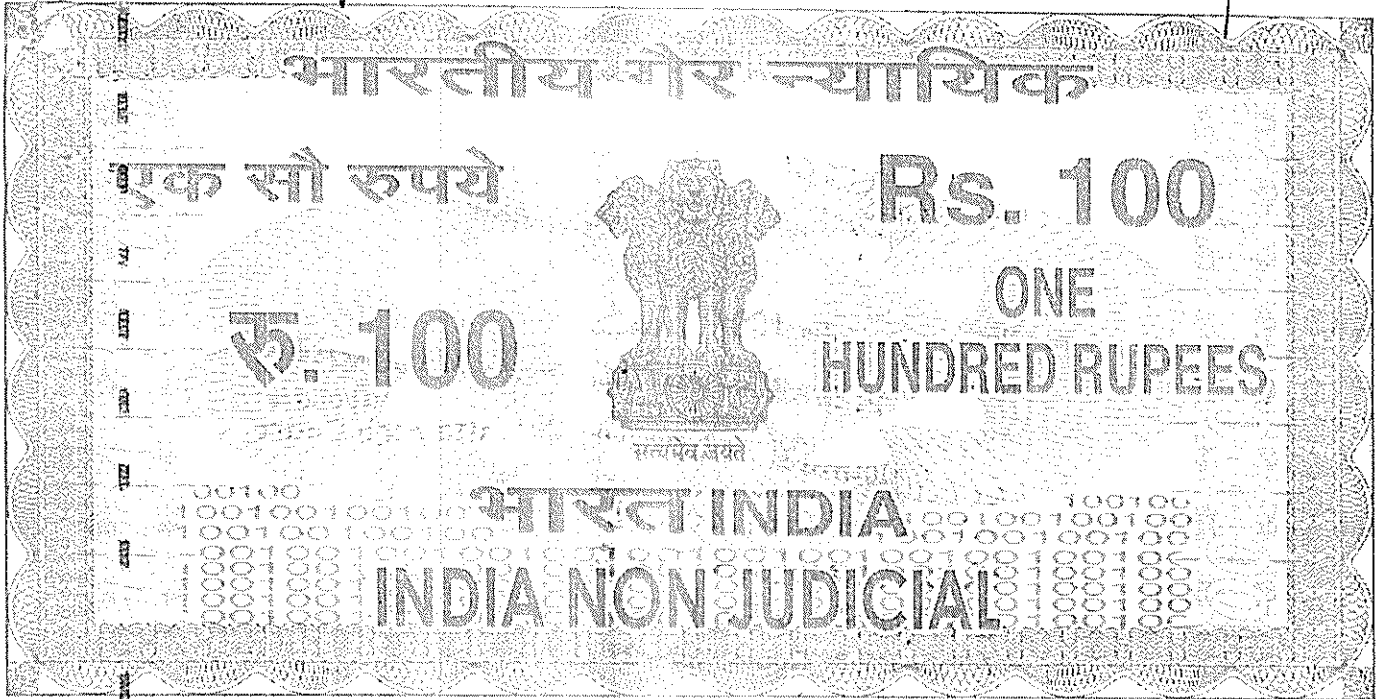


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 851747



Additional Registrar of Assurances
Kolkata

THIS JOINT DEVELOPMENT AGREEMENT made this the 22ND day
of July TWO THOUSAND AND SIXTEEN

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

Additional Registrar
of Assurances-II, Kolkata

26/07/16



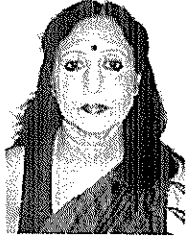

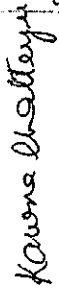
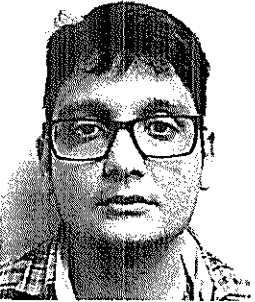

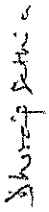
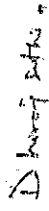
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata



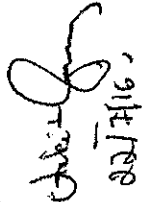

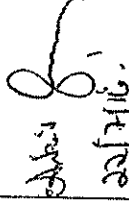
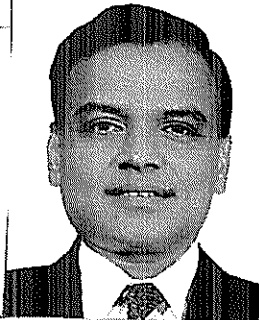

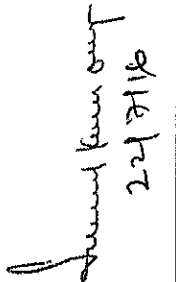
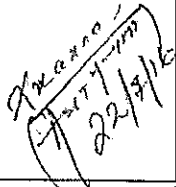
Signature / LTI Sheet of Query No/Year 19020000889299/2016

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

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|--|---|---|--|
| 1 | Mrs Kawna Chatterjee 19 Dr. U N Brahmchari Sarani,, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 | Land Lord |  |  247 |  22/7/16 |
| 2.0 | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700055 | Representative of Land Lord [Brabourne Developer s Pvt Ltd] |  |  216 |  22/7/2016 |
| 2.1 | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700055 | Representative of Land Lord [Ezra Developer s Pvt Ltd] | | |  22/7/2016 |

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|--|-------|--------------|----------------------------|
| 2.2 | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700055 | Representative of Land Lord [Nityanand Merchantile Limited] | | | Dhiraj Sethia 22/7/16 |
| 2.3 | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700055 | Representative of Land Lord [Shree Hanuman Properties And Finance Pvt Ltd] | | | Dhiraj Sethia 22/7/16 |
| 2.4 | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700055 | Representative of Land Lord [Trieve Properties Pvt Ltd] | | | Dhiraj Sethia 22/7/2016 |
| 2.5 | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700055 | Representative of Land Lord [Wise Crack Towers Pvt Ltd] | | | Dhiraj Sethia 22/7/2016 |

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

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|---|--|--|---|
| 3.0 | Mr Ankit Juneja 13 Raja Santosh Road, P.O:- Alipore, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027 | Representative of Developer [Hazelton Highrise LLP] |  | 2118  |  22/7/16 |
| 3.1 | Mr Ankit Juneja 13 Raja Santosh Road, P.O:- Alipore, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027 | Representative of Developer [Juneja Highrise LLP] |  | |  22/7/16 |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 4 | Mr SURENDRA KUMAR DUGAR 2B, DOVER ROAD, P.O:- BULLYGUNGE, P.S:- Bullygunge, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700019 | Representative of Developer [PS Group Realty Ltd] |  | 2119  |  22/7/16 |
| SI No. | Name and Address of identifier | Identifier of | | Signature with date | |
| 1 | Mr Asit Manna Son of Mr A K Manna 6 Old Post Office Street, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 | Mrs Kawna Chatterjee, Mr Dhiraj Sethia, Mr Ankit Juneja | |  22/7/16 | |

(Ashoka Kumar Biswas)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 II KOLKATA
 Kolkata, West Bengal

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

GRN: 19-201617-001489560-1 Payment Mode Online Payment
GRN Date: 22/07/2016 12:32:46 Bank: Indian Bank
BRN: IB22072016011159 BRN Date: 22/07/2016 12:45:50

DEPOSITOR'S DETAILS

Name : HAZELTON HIGHRISE LLP Id No. : 19020000889299/2/2016
(Query No./Query Year)
Contact No. : Mobile No. : +91 9836299924
E-mail :
Address : 83, TOPSIA ROAD(S)
KOLKATA-700046
Applicant Name : Mr Hazelton Highrise LLP
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount [₹] |
|---------|-----------------------|--|--------------------|------------|
| 1 | 19020000889299/2/2016 | Property Registration- Registration Fees | 0030-03-104-001-16 | 220010 |
| 2 | 19020000889299/2/2016 | Property Registration- Stamp duty | 0030-02-103-003-02 | 74921 |

In Words : Rupees Two Lakh Ninety Four Thousand Nine Hundred Thirty One only

Total

294931

BETWEEN

SMT. KAWNA CHATTERJEE (PAN No.ACOPC0070G), wife of Late Pradip Chatterjee and daughter of Late Nirmal Kumar Brahmachari of No. 19 Dr. U.N. Brahmachari Sarani (formerly Loudon Street) Post Office - Circus Avenue, Police Station - Shakespeare Sarani, Kolkata - 700017, presently residing at 76A, Lakeview Road, Post Office - Sarat Bose Road, Police Station - Lake, hereinafter referred to as the **GROUP A OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

(1) EZRA DEVELOPERS PRIVATE LIMITED (PAN:AABCE2787Q), a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at Suite no. 3A, 3rd Floor, 3A Auckland Place, Post Office - Shakespeare Sarani, Police Station - Shakespeare Sarani, Kolkata - 700 017 **(2) BRABOURNE DEVELOPERS PRIVATE LIMITED (PAN:AACCB3282A)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at Suite no. 3A, 3rd Floor, 3B Auckland Place, Post Office - Shakespeare Sarani, Police Station- Shakespeare Sarani, Kolkata - 700 017 **(3) NITYANAND MERCHANTILE LIMITED (PAN:AABCN3324N)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 35/4 Paddapukur Road, Post Office - Lala Rajpat Rai, Police Station - Ballygunge, Kolkata - 700 020 **(4) SHREE HANUMAN PROPERTIES AND FINANCE PRIVATE LIMITED (PAN:AADCS8883M)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 35/4 Paddapukur Road, Post Office - Lala Rajpat Rai, Police Station - Ballygunge, Kolkata - 700 020 **(5) TRIEYE PROPERTIES PRIVATE LIMITED (PAN:AAFCT1643J)**, a company within

the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 36/1A, Elgin Road, Post Office – Lala Lajpat Rai, Police Station - Bhawanipore, Kolkata – 700 020 **AND (6) WISECRACK TOWERS PRIVATE LIMITED (PAN:AABCW5812E)**, a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 36/1A, Elgin Road Post Office – Lala Lajpat Rai, Police Station - Bhawanipore, Kolkata – 700 020 and all 1 to 6 represented by their authorized representative **MR. DHIRAJ SETHIA (PAN: AVTPS4768D)**, son of Noratan Mal Sethia, residing at Block-17, Flat No. 3A, Diamond City North, 68, Jessore Road, Kolkata 700055, hereinafter collectively referred to as the **GROUP B OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **SECOND PART**

AND

HAZELTON HIGHRISE LLP (PAN:AAJFH4075K), a limited liability partnership business carrying on business at 83 Topsia Road (S) Post Office – Gobinda Khatick Road, Police Station – Topsia, Kolkata - 700046 and represented by its two of its partners **(1) JUNEJA HIGHRISE LLP (PAN: AALFJ7643M)**, a Limited Liability Partnership Firm carrying on business from 44, Matheswartola Road, Kolkata – 700 046 Post Office – Gobinda Khatick Road, Police Station – Pragati Maidan through **MR. ANKIT JUNEJA (PAN:AFXPJ1432P)**, son of Ramesh Juneja residing at 13, Raja Santosh Road, Post Office – Alipore, Police Station - Alipore, Kolkata – 700 027 and **(2) PS GROUP REALTY LIMITED, (PAN:AABCP5390E)** a company under the Companies Act carrying on business at 83 Topsia Road (S) Post Office – Gobinda Khatick Road, Police Station – Topsia, Kolkata – 700 046, through its Director **MR. SURENDRA KUMAR DUGAR [PAN: ACUPD1317K]**, son of Late J. M. Dugar, residing at 2B, Dover Road, Kolkata – 700 019, Police Station- Ballygunge, Post Office – Ballygunge, hereinafter referred to as the

unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners of the said **HAZELTON HIGHRISE LLP** and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

WHEREAS :

- A) In this Agreement wherever the context so permits the Group A Owner and the Group B Owners are collectively referred to as the Owners.
- B) One Dr. Phanindra Nath Brahmachari (since deceased) along with his brother Dr. Nirmal Kumar Brahmachari (also since deceased) (hereinafter referred to as the **BRAHMACHARI BROTHERS**) during their respective lifetime were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Municipal Premises No. 19 Loudon Street (now known as Dr. U.N. Brahmachari Sarani) Kolkata 700 019 admeasuring 3 Bigha 5 Ccttah 32 sq. ft (more or less) TOGETHER WITH the partly three , partly two and partly one storied building TOGETHER WITH various servants quarters and outhouses standing thereon commonly known as **BRAHMACHARI HOUSE** (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY**).
- C) The said Dr. Phanindra Nath Brahmachari died on or about 2nd April 1979 leaving him surviving his widow Smt. Gopa Rani Brahmachari and three married daughters namely (1) Smt. Anjali Ghatak (since deceased) (2) Smt. Monjuri Chakravarti (also since deceased) and (3) Smt. Chitrita Chatterjee and the only son of the predeceased daughter

Suchitra Mookherjee namely Sirshendu Mookherjee as his only heirs and/or legal representatives.

- D) The said Dr. Phanindra Nath Brahmachari prior to his demise made and published his Last Will and Testament dated 11th September 1977 followed by a Codicil dated 23rd August 1978 which were duly registered and by and under the said Will and Codicil amongst others he gave bequeathed and devised the entirety of his right title interest into or upon the said Premises unto and in favour of his widow Smt. Gopa Rani Brahmachari absolutely and forever.
- E) Before administration of the Estate of late Dr. Phaindra Nath Brahmachari, the said Gopa Rani Brahmachari died on 23rd August 1990 after having made and published her last Will and Testament dated 17th May 1993 which was registered at the office of the Registrar of Assurances, Calcutta in Book No. 3 Volume No.7 Pages 43 to 49 Being No. 276 for the year 1993 whereby and whereunder amongst others she gave bequeathed and devised the entirety of her right title interest into or upon the said Property in favour of her three daughters namely (1) Smt. Anjali Ghatak (since deceased) (2) Smt. Monjuri Chakravarti (also since deceased) and (3) Smt. Chitra Chatterjee in equal shares.
- F) Upon the death of the said Gopa Rani Brahmachari an application for grant of probate of the said Will was applied by one of the Executrixes namely Anjali Ghatak (since deceased) before the City Civil Court at Calcutta. However, before grant of probate of the same the said Anjali Ghatak died on 15th November 1995 leaving her surviving her two married daughters namely Smt. Debasree Mukherjee (since deceased) and Smt. Chandrayee Donnelly and her only son Animitra Ghatak as her legal heirs and/or representatives.

- G) The said Debasree Mukherjee also died on 25th August 2010 leaving her surviving her husband Ajit Kumar Mukherjee and her daughter Srijeeta Mukherjee as her only heirs and/or legal representatives who thus became entitled to the right title interest of late Debasree Mukherjee into or upon the said property.
- H) The said Ajit Kumar Mukherjee also died on 20th September 2013 leaving him surviving his only daughter Srijeeta Mukherejee as his only heir and/or legal representative who thus inherited the share of her father into or upon the said Property.
- I) On demise of the said Anjali Ghatak her aforesaid three legal heirs applied for conversion of the said probate case into Letters of administration. However, the other two Executrixes named in the said Will of Gopal Rani Brahmachari namely Monjuri Chakravarti and Chitrita Chatterjee applied for fresh probate of the aforesaid Will of Gopa Rani Brahmachari.
- J) By an order dated 6th April 1997 probate of the Will of Late Gopa Rani Brahmachari was granted by the Learned Chief Judge of City Civil Court, Calcutta in favour of the Executrixes namely Monjuri Chakravarti and Chitrita Chatterjee in Probate Case No. 74 of 1996.
- K) The said Monjuri Chakravarti died on 21st July 2001 after having made and published her last Will and Teastement dated 24th June 1995 leaving her surviving her husband Sri Subrata Chakravarti and her only son Sri Ranavir Chakravarti as her only heir and/or legal representatives.
- L) As per her Will the said Monjuri Chakravarti amongst others gave bequeathed and devised the entirety of her right title interest into or upon the said Property Premises unto and in favour of her husband

Sri Subrata Chakravarti absolute and forever and had also appointed him as the sole Executor of her Will.

- M) The Executor named in the Will of late Monjuri Chakravarti applied and obtained probate of the said Will from the District Delegate at Sealdah in Probate Case No. 46 of 2001 and as such the said Subrata Chakravarti became the absolute Owner in respect of the undivided share of the said Late Monjuri Chakravarti.
- N) In the events as recited herein the said (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee thus jointly became entitled to the right title interest of Late Dr. Phanindra Nath Brahmachari into or upon the said Property.
- O) The said Dr. Nirmal Kumar Brahmachari died intestate on 10th August 1985 leaving him surviving his widow Smt. Purnima Brahmachari and his only daughter Smt. Kawna Chatterjee as his only heir and/or legal representatives and upon the death of the said Smt. Purnima Brahmachari on 15th February 1997 the said Smt. Kawna Chatterjee thus became entitled to the right title interest of the said Dr. Nirmal Kumar Brahmachari into or upon the said Property.
- P) Disputes and differences having arisen between the Brahmachari heirs namely Smt. Kawna Chatterjee and (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee a suit for partition being Suit No.103 of 2014 was filed in the Hon'ble High Court, Calcutta (hereinafter referred to as the **PARTITION SUIT**).

- Q) The said Partition was ultimately settled and/or comprised on the basis of the terms of settlement filed in the said suit whereby interalia it was agreed that Smt. Kawna Chatterjee being the Group A Owner shall be entitled to undivided 50.26% share or interest into or upon the said property and that the said (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee would jointly be entitled to the remaining 49.74% share or interest into or upon the said Property.
- R) By 5 (five) Deeds of Conveyance all dated 5th day of July, 2016 and made between (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee respectively as a Vendor of each Deed and the Group B Owners collectively referred to as the Purchasers of each Deed and registered at the office of Additional Registrar of Assurances – II, Kolkata in Book No. I Being Nos. 2898, 3055, 3059, 3052 and 3058 respectively for the year 2016, the Group B Owners became entitled to the entirety of the right title interest of the said (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee into or upon the said property.
- S) In the premises the said Smt. Kawna Chatterjee is thus entitled to the share of Late Nirmal Kumar Brahmachari and the said Group B Owners have become entitled to the share of Late Dr. Phanindra Nath Brahmachari into or upon the said Property and the Owners are jointly entitled to the said property each one of them being entitled to an independent and distinct share or interest into or upon the said property
- T) The Owners being desirous of undertaking the development of the said property has agreed to grant the exclusive right of development in respect of the said property unto and in favour of the Developer herein

whereby the Developer has been authorized and shall be entitled to construct erect and complete a new building and/or buildings at the said Property for mixed use for the consideration and subject to the terms and conditions hereinafter appearing.

U) The parties are desirous of recording the same, in writing

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:-

ARTICLE I - DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project as defined hereinafter.
- ii) **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
- iii) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said housing project to be used in common by all the Owners and occupiers of the said new building and/or buildings forming part of the Housing Project
- iv) **DEVELOPMENT AGREEMENT** shall mean this Agreement

- v) **DEVELOPER** shall mean the said **HAZELTON HIGHRISE LLP** and shall include the present partner and/or partners and/or those who may carry on the business of HAZELTON HIGHRISE LLP and their respective heirs, legal representatives, executors, administrators and assigns
- vi) **DEVELOPER'S ALLOCATION/SHARE** shall mean ALL THAT the 30% of the total constructed and/or saleable area forming part of the said new building and/or buildings and/or housing project to comprise of various self contained flats units constructed spaces and car parking spaces
- vii) **GROUP A OWNER'S ALLOCATION/SHARE** shall mean ALL THAT the 35.18% of the total constructed and/or saleable area forming part of the said new building and/or buildings and/or housing project to comprise of various self contained flats units constructed spaces and car parking spaces
- viii) **GROUP B OWNERS'S ALLOCATION/SHARE** shall mean ALL THAT the 34.82% of the total constructed and/or saleable area forming part of the said new building and/or buildings and/or housing project to comprise of various self contained flats units constructed spaces and car parking spaces
- ix) **GROUP A OWNER** shall mean the said Smt. Kawna Chatterjee and shall include her heirs, legal representatives, executors, administrators and assigns
- x) **GROUP B OWNERS** shall mean the said **EZRA DEVELOPERS PRIVATE LIMITED, BRABOURNE DEVELOPERS PRIVATE LIMITED, NITYANAND MERCHANTILE LIMITED, SHREE HANUMAN PROPERTIES AND FINANCE PRIVATE LIMITED, TRIEYE PROPERTIES PVT LTD, WISE CRACK TOWERS PVT**

LTD and shall include their respective successor and/or successors in office/interest and assigns

- xi) **GROSS RECEIPTS** shall mean the amounts received from the Intending Purchasers by the Developer but will not include any amount received by the Developer towards:
- a. any service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
 - b. any electricity/ water or any other utility deposits;
 - c. any moneys collected/ received from the Intending Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipments etc.;
 - d. any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending purchasers; and
 - e. any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer;

and accordingly any such amounts received and collected by the Developer at (a) to (e) shall not be shared with the Owners.

- xii) **FLATS /UNITS /APARTMENTS/CONSTRUCTED SPACES** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the new building and/or buildings and to be used for residential

purposes only and to be ultimately held and/or owned by various persons on Ownership basis

- xiii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on Ownership basis
- xiv) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on Ownership basis
- xv) **MAIN BUILDING** shall mean the main building situated at the said premises (situation whereof is shown and delineated in the map or plan annexed hereto) to be used for residential purpose and/or commercial purpose as may mutually agreed between all the parties and shall form part of the development intended to be undertaken in terms of this agreement.
- xvi) **NEW BUILDING** shall mean and include the new building or buildings to be used for residential purpose only and to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other

- xvii) **PLAN** shall mean all the Plan to be sanctioned by the authorities concerned and shall include such modifications and/or alterations made thereto from time to time and sanctioned by the authorities concerned.
- xviii) **PROJECT** shall mean the development of the said Property or any one of them by causing to be constructed thereon various new building and/or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned
- xix) **PROPERTY** shall mean ALL THAT the Municipal Premises No.19 Dr. U.N. Brahmachari Sarani (formerly Loudon Street) Kolkata 700 019 admeasuring 3 Bigha 5 Cottah 32 sqft (more or less) together with all structures standing thereon (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written)
- xx) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time
- xxi) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date
- xxii) **START DATE** shall mean the date of sanction of the Plan
- xxiii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **SECOND SCHEDULE** annexed hereto) or such other specifications as may be varied and/or modified from time to time as may be recommended by the Architect.

- xxiv) **SERVICES** shall mean the supply to and installation on the Property of electricity, water, drainage and other services
- xxv) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article X hereinafter.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, , supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.

- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement

ARTICLE III – REPRESENTATIONS AND WARRANTIES BY THE GROUP A OWNER

3.1 At or before execution of this Agreement the Group A Owner has assured and represented to the Developer as follows:

- i) That the Group A Owner is entitled to ALL THAT the undivided 50.26% share or interest into or upon the said Property
- ii) That the said Property is free from all encumbrances charges liens lispens attachments trusts whatsoever or howsoever save and except the W.P No.1418 of 2001
- iii) That the Group A Owner is legally competent to enter into this agreement
- iv) That the terms and conditions of this Development Agreement is fair and reasonable and for the benefit of the parties hereto and

that the Group A Owner was under no coercion to enter into this agreement

- v) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property
- vi) That all municipal rates taxes and other outgoings payable in respect of the said property payable to the extent of the Group A Owner share into or upon the said property upto the date of execution of this Agreement has been paid and/or shall be paid by the Group A Owner to the extent of her undivided share into or upon the said Property
- vii) That there is no existing Development Agreement in respect of the said Property and/or in respect of the share of the Group A Owner and the Memorandum of Understanding entered into by the Group A Owner with Krebs International Ltd (a sister concern of one of the Partners of the Developer) has been cancelled by mutual consent on/or before entering into this agreement, without any claim on the part of the said Krebs International Ltd or any person claiming through or under him.

3.2 At or before execution of this Agreement the Group B Owners and each one of them have assured and represented to the Developer as follows:

- i) That the Group B Owners are jointly entitled to ALL THAT the undivided 49.74% share or interest into or upon the said Property
- ii) That the said Property is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever save and except the W.P No.1418 of 2001.

- iii) That the Group B Owners are legally competent to enter into this agreement
- iv) That the terms and conditions of this Development Agreement is fair and reasonable and for the benefit of the parties hereto and that the Group B Owners were under no coercion to enter into this agreement
- v) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property
- vi) That all municipal rates taxes and other outgoings payable in respect of the said property payable to the extent of the Group B Owner share into or upon the said property upto the date of execution of this Agreement has been paid and/or shall be paid by the Group B Owners to the extent of their undivided share into or upon the said Property

Relying on the aforesaid representations made by the Group A Owner and the Group B Owners the Developer has agreed to enter into this agreement and to part with the amount as hereinafter appearing.

ARTICLE IV - COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 13th day of July 2016 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 This Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE -V - MAIN BUILDING -- ALTERNATE ACCOMODATION

- 5.1 The entirety of the said property interalia comprises of a Main Building (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in Red thereon) and the said Main Building is in the scope of development only for renovation purpose and has been included for the purpose of space allocation and/or area sharing between the parties hereto in terms of this agreement
- 5.2 The said Main Building comprises of ground plus two upper floors which has been apportioned by the parties in the manner as hereinafter appearing
- 5.3 It has been agreed between the Owners and the Developer that the Group A Owner shall be entitled to retain for herself the entirety of the first floor and second floor of the main building situated at the said Property and the Group B Owner shall be entitled to retain the entirety of the ground floor of the main building
- 5.4 The common areas comprised in the said building shall be used in common by the Group A Owner and Group B Owner and their respective nominees
- 5.5 The area so retained by the Group A Owner and Group B Owner shall form part of RETAINED AREA and will be adjusted and appropriated proportionately out of the revenue which may come to the share of the Group A Owner and Group B owners
- 5.6 The Group A Owner and Group B Owners hereby further and covenant that they shall not sell transfer alienate encumber and/or part with possession of the area retained by them in the main building until such time new building is completed
- 5.7 The Group A Owner, Group B Owners and the Developer may by mutual consent in writing alter the areas so retained in the main

building and in the event of such alteration there will be a corresponding change in the revenue which may come to their respective shares

- 5.8 All costs charges deposits and expenses for maintenance, municipal taxes, extra charges of the Main Building post completion shall be shared between the Owners and the Developer in proportion to the area occupied in the Main Building save and except the Renovation Costs.
- 5.9 If at any time any of Group A Owner or Group B Owners decide not to remain in occupation of the main building while the work of construction is being undertaken then and in that event the Developer shall be liable to provide each Group A Owner and Group B Owners alternate accommodation at its own cost being a four bedroom flat in the vicinity and the rent, moving and packing cost and other amounts payable in respect thereof shall be paid borne and discharged by the Developer.
- 5.10 The Developer shall cause the Main Building to be renovated (hereinafter referred to as the RENOVATION WORKS) and the said Renovation works of the said Main Building as deemed fit and necessary by the Developer shall be carried out by the Developer post completion of the structure of the new building.

ARTICLE VI - MUTATION OF THE NAME OF THE GROUP B OWNERS

- 6.1 The mutation will be effected only upon payment of all municipal taxes and other outgoings and the same will be contributed to by the Group A Owners and Group B Owners in accordance with their respective share or interest into or upon the said property within 30 days of the W.P No 1418 of 2001 being disposed off and/or settled.

- 6.3 After payment of all municipal rates taxes and other outgoings payable in respect of the said property, the Group B Owners shall take necessary steps for causing their respective names to be mutated in the records of Kolkata Municipal Corporation.

ARTICLE VII - TITLE

- 7.1 The Developer is prima facie satisfied as to the title of the Owners in respect of the said Premises and has completely relied on the aforesaid representations made by the Owners. However, in the event of there being any defect in title it shall be the obligation of the Owners to cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings . It being agreed that if there is any claim by any third party in respect of title and/or possession of the said property then the same shall be settled by the Owners at its cost .

ARTICLE VIII -GRANT OF DEVELOPMENT RIGHT

- 8.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake development of the said Property and to incur all costs charges and expenses in connection therewith , the Owners have agreed to grant the exclusive right of development in respect of the said Property (excepting the said Main Building) unto and in favour of the Developer herein and in order to enable the Developer to undertake development of the said Property by causing to be constructed erected and completed new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall be entitled to and shall :

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property
- ii) take such steps as are necessary to divert all pipes, , cables or other conducting media in, under or above the Property or any adjoining or neighboring Property and which need to be diverted for undertaking the development work
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains
- iv) serve such notice/notices and enter into such agreement/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 Property and the development save and except the Main Building, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property 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 saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and

- completion of the said new building and/or buildings in accordance with the said Plan which will be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) 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 Corporation or other authorities affecting the Property 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 Property.
 - xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned
 - xii) make proper provision for security of the said Property 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 Property or any part or portion thereof
 - xiv) not 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 new building

- xvi) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan approved by KMC and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer.

ARTICLE IX - TOTAL 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
 - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures
 - 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) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Property or on the Owners 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

- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development
- vii) All legal expenses including appointment of advocates and filling of petitions/documents in the competent court of law which is necessary to carry out and complete the development work.

ARTICLE X - APPROVED PLANNING - DEMOLITION

- 10.1 Immediately after the execution of this Agreement or so soon thereafter, the Owners shall permit the Developer to enter upon the said Property and the Developer and/or any person authorized by it shall be entitled to and is hereby authorized:
- i) to have the lands surveyed
 - ii) to cause the soil to be tested
 - iii) To carry out all preliminary works for the purpose of undertaking development of the said Property. .
- 10.2 Immediately after the execution of this agreement the Developer shall be entitled to prepare or cause to be prepared a map or plan for being submitted to the authorities concerned in the name of the Owners and the said plan will envisage construction of new building and/or buildings for residential use only.
- 10.3 Any amount which may be required to be paid for preparation of the said plan including the sanction fee shall be paid borne and discharged by the Developer
- 10.4 The Developer shall make best efforts to have the said new building to be sanctioned as a Green Building and in the event of any extra FAR becoming available the same shall be shared between the parties

hereto in the proportion agreed upon herein below and shall form part of the revenue sharing.

- 10.5 All costs charges and expenses for obtaining Extra FAR on account of Green Building shall be paid borne and discharged by the Owners in proportion to their respective shares in the said Property and the cost of construction including sanction fees will be borne by the Developer.
- 10.6 All costs and charges in relation to sanction fees for obtaining sanction of extra car parking shall be borne by the Owners and the Developer in proportion to their sharing ratio.
- 10.7 The said Plan shall be prepared in a manner whereby the Main Building forming part of the said Property shall only be renovated by the Developer and the Developer shall be entitled to undertake development of the remaining part or portion of the land forming part of the said Premises after demolishing all building and structures standing thereon (save and except the Main Building) and all debris accruing therefrom shall absolutely belong to the Developer without any right on the part of the Owners. It being agreed that save and except the Main Building the Developer shall be entitled to demolish all the other structures.
- 10.8 While causing such demolition work to be done the Developer shall ensure that no damage or injury is caused to the main building and shall take all preventive measures and the certificate in that regard as shall be given by an Architect of repute shall be binding on the Owners.
- 10.9 The Owners agrees and undertakes to sign and execute all maps, plans, application and other deeds documents and instruments as may be necessary and/or required from time to time for the purpose of sanction of the said Plan and the Developer in the name of the Owners shall be entitled to apply for and obtain all necessary permissions, approvals, consents and/or sanctions as may be necessary and/or required from time to time.

- 10.10 The said Plan shall be prepared in a manner ensuring maximum utilisation of the Floor Area Ratio (FAR) and the said Plan shall be prepared by the Architect who may be engaged by the Developer.
- 10.11 The Developer shall be entitled to cause the map or plan for construction of a residential complex only.

ARTICLE XI- DEPOSIT

- 11.1 The Developer has agreed to pay to the Owners earnest money of **Rs.2,00,00,000/- (Rupees two crores only)** (hereinafter referred to as the **ENTIRE DEPOSIT AMOUNT**)
- 11.2 Out of the said Entire Deposit Amount a sum of **Rs.1,00,00,000/- (Rupees one crore only)** shall be kept deposited as interest free refundable deposit with the Group A Owner and a sum of **Rs.1,00,00,000/- (Rupees one crore only)** shall be kept deposited as interest free refundable deposit with the Group B Owners
- 11.3 At or before the execution of this agreement the Developer has made payment of the said Entire Deposit Amount in the manner as hereinbefore recited which amount the Owners and each one of them admit and acknowledge to have been received.
- 11.4 The said deposit amount shall be held by the owners free of interest and shall become refundable simultaneously upon taking over possession of their respective allocations or shall be adjusted and appropriated in such manner as may be mutually decided between the Owners and the Developer

ARTICLE XII -REPRESENTATIVES

12.1 APPOINTMENT OF GROUP A OWNER REPRESENTATIVE

- 12.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Smt. Kawna Chatterjee shall be deemed to be the authorised representative in respect of the said Group A Owner for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Group A Owner in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

12.2 APPOINTMENT OF GROUP B OWNERS' REPRESENTATIVE

12.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Surendra Dugar shall be deemed to be the authorised representative in respect of the said Group B Owners for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Group B Owner in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

12.3 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

12.3.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Gaurav Dugar and Shri Anikit Juneja jointly shall be deemed to be the authorised representative in respect of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development

- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

12.4 It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XIII - LICENSE TO ENTER THE SAID PROPERTY

13.1 Immediately after the execution of this Agreement the Owners shall allow the Developer to enter upon the said Property as a Licensee of the Owners for the purpose of undertaking preliminary works such as:

- i) Carrying out survey of the said Property
- ii) To have the soil tested
- iii) To undertake all other preliminary work for the purpose of undertaking development of the said Property

13.2 The Owners have agreed to allow the Developer to enter upon the said Property as its licensee only for enabling it to undertake development of the said Property in accordance with the plan which may be sanctioned by the authorities concerned . It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owners and Developer hereby confirm that by virtue of the Developer entering upon Property as a licensee the same does not amount to taking up the possession of the said Property. It is expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners until such time the development is completed in all regards.

13.3 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall –

- i) 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 building and/or structures standing thereon save and except the Main Building and all debris accruing there from shall belong to the Developer.
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect
- iii) execute and complete the development in accordance with the approved plan and shall obtain all 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

ARTICLE XIV - DEVELOPMENT

14.1 For the purpose of development of the said Property the Developer has agreed :

- i) To appoint the professional team for undertaking development of the said Property
- 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 Developer 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/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and 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 it is to be used,
- v) 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 of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - 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.
- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XV - CONSTRUCTION AND COMPLETION

- 15.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 4 (four) years 6(six) months from the date of sanction of the said Plan with a grace period of 6 (six) months (hereinafter referred to as the **COMPLETION DATE**).
- 15.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 15.3 In the event of any delay on the part of the Developer in completing the said new building, unless prevented by circumstances beyond its control, the Developer shall be liable to compensate the Owners in a sum of Rs. 2,50,000/- per month to each Group A Owner and Group B Owners until such time the said new building is complete .
- 15.4 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer from time to time.
- 15.5 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.

- 15.6 All costs, charges and expenses including 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.
- 15.7 The Developer hereby undertakes 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 and/or buildings.
- 15.8 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 Property and/or in the matter of construction of the said new building and/or for any defect therein.
- 15.9 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or therefrom.
- 15.10 The Developer has warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/or water leakage of the said new building within a period of twelve months from the date of completion of the said new building then and in that event the Developer at its own cost shall cause the same to be remedied and/or recited at its own cost and shall keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

However small air cracks in the plaster, masonry, doors and windows shall not be construed as defect.

15.11 The Developer shall use its commercially reasonable efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedule for such completion approved by the parties

15.12 The Developer shall use its commercially reasonable efforts to facilitate the construction and completion of the project in a good and workmanlike manner and or cause the project to be equipped with all necessary and appropriate fixtures, equipments and articles of personal property and shall construct erect and complete the said project in accordance with the plans which may be sanctioned by the concerned authorities.

ARTICLE XVI - REVENUE SHARING

16.1 It is hereby agreed by and between the parties hereto that for the purpose of commercial exploitation of the said premises the Owners have agreed to bring in the said Property for the purpose of undertaking the development thereof and the Developer has agreed to incur all costs charges and expenses (hereinafter referred to as the CONSTRUCTION COSTS) the parties have agreed that upon sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development the gross receipts generated therefrom will be shared between the parties hereto in the following proportion:

| | | |
|------|------------------|--------|
| i) | Group A Owners - | 35.18% |
| ii) | Group B Owners - | 34.82% |
| iii) | Developer - | 30% |

16.2 For the purpose of sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development the parties hereto have agreed to adopt the following mechanism:

- i) The sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the Development will be done by the Developer
- ii) The Developer shall be responsible for selling and marketing the development at a price decided by the Developer and shall from time to time communicate to the Owners the price at which it intends to sell and transfer the various flats/units and car parking spaces forming part of the development
- iii) The Sale Agreement will be entered into the joint names of the Group A Owners, Group B Owners and the Developer and the amount coming to the share of each of the parties shall be paid by the intending purchasers directly to the Group A Owner, Group B Owners and the Developer
- iv) In the event of any Sale Agreement being cancelled and/or determined then and in that event the amount so received by each of the parties hereto shall be refunded by them without raising any objection whatsoever or howsoever
- v) Group A Owner and Group B Owners shall pay to the Developer brokerage @ 2% and marketing cost @ 2%, both to be calculated on the revenue received by each of the Owners.
- v) The books of accounts and other relevant papers in respect of sale and transfer of the development shall be kept at the office of the Developer and the Owners shall be entitled to take inspection upon prior intimation being given to that effect

- vi) In the event of any of the parties deciding to retain any of the flats units apartments and car parking spaces in the new building (hereinafter referred to as the RETAINED AREA) it shall be entitled to do so (hereinafter referred to as the RETAINING PARTY) and the share of such retaining party will stand reduced that is to say if based on the revenue sharing if a party is entitled to revenue in respect of 10000 sq.ft. and if such retaining party intends to retain for itself 2500 sq.ft. the share of the Retaining Party in the revenue will stand reduced to 7500 sq.ft.
- 16.3 Service Tax, Income Tax and any other taxes which may be imposed by any authority, payable in respect of the revenue, flats, units in respect of the Owners Allocation/Share respectively shall be paid by the respective Owner and vice versa. It is hereby expressly made clear that the Developer would not be responsible for payment of the said taxes in respect of the Owners Allocation/Share and the defaulting Owner shall keep the Developer indemnified for all loss costs and consequences arising out of non-payment of such taxes.
- 16.4 The Developer will be entitled to enter into agreements for sale and transfer of the development in its own name in respect of the various flats/units/apartments/showroom/constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts as stated hereinabove.
- 16.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.
- 16.6 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the new building and/or

buildings in terms of this agreement PROVIDED HOWEVER the Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of their respective allocations

ARTICLE XVII - DOCUMENTATION

17.1 Mr. R. L. Gaggar, Advocate and/or Solicitor shall undertake drafting and finalization of the agreements for sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XVIII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

18.1 **CHARGES** -In addition to the share of revenue to part form of the Developer's Allocation/Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of:

- i) proportionate share of CESC Transformer charges/HT Services
- ii) proportionate share of Generator connection to the flat
- iii) proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the flat Owners
- vi) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats
- vii) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat Owners
- viii) By way of maintenance charges estimated for one year

The abovementioned amount shall also be paid by the Retaining Owner in respect of the Retained Units also.

- 18.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser
- 18.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agreed and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.
- 18.4 SINKING FUND – In addition to the above and in order to maintain decency of the said new building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers and the Retaining Owner on receiving notice of possession shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund as shall be decided by the Developer
- 18.5 The aforesaid amounts on account of deposits and advances to be retained by the Developer shall be made over by the Developer to the Holding Organisation upon its formation

**ARTICLE XIX – MAINTENANCE OF THE COMMON PARTS AND
PORTIONS FORMING PART OF THE SAID PROJECT**

- 19.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to

time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organisation is formed.

ARTICLE XX - FORCE MAJEURE-EXCLUSABLE DELAYS

- 20.1 Force Majeure shall mean any act of God including but not limited to flood, earthquake, fire, riot, war, storm, tempest, civil commotion, strike, labour unrest or any political or communal unrest or any other circumstances which may be beyond the control of the Developer . Neither of the parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond its control.

ARTICLE XXI - HOLDING ORGANISATION

- 21.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organisation.
- 21.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever

ARTICLE XXII - OWNERS OBLIGATIONS/INDEMNITY

22.1 The Owners has agreed:

- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan
- iv) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
 - a) Obtain sanction of the plan
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities
 - c) To appoint Architect, Engineers, Contractors and other Agents
 - d) To enter into Agreement for Sale in respect of the flats/units comprised in the new building
 - e) Do all acts deeds and things for the purpose of giving effect to this agreement
 - f) To execute the Deed of conveyance in respect of the flats/units comprised in the new building in respect of the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and

car parking spaces forming part of the housing project
SUBJECT HOWEVER to what is hereinafter appearing

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall not be entitled to use or permit to be used any of the flats, units, apartments, constructed spaces and car parking spaces forming part of the new building until such time the revenue allocable to the Owners is received by the respective Owners and nor shall be liable to foist any liability on the Owners on the strength of such power of attorney and shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- 22.2 The Retaining Owner have agreed and shall be liable to make payment of all the taxes related to the Retained Area if any from the date of receipt of the Completion Certificate from the authorities concerned.
- 22.3 The defaulting Owner has agreed to keep the Developer and the other Co owners indemnified for all loss costs and consequences if the project is stalled due to any act deed of the defaulting owner.

ARTICLE XXIII- (DEVELOPER'S INDEMNITY)

- 23.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners 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 Building.
- 23.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners 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 Property and/or in the matter of construction of the said Building and/or for any defect therein.

- 23.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 23.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not assign and/or transfer this Development Agreement to any one whatsoever.
- 23.5 The Developer in its turn has also agreed to execute a limited power of attorney in favour of the Owners or their nominee and/or nominees to sign and execute any agreement for sale and/or deed of conveyance wherein the Developer is required to be a confirming party and by virtue of such power of attorney the Owners and/or their nominees being the Attorneys shall not be liable to foist any liability on the Developer and shall keep the Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

ARTICLE XXIV- NO CANCELLATION

- 24.1 This Agreement is binding on the parties hereto and their respective successor and/or successors and none of the parties shall be entitled to cancel and/or rescind this agreement. In the event of any default on the part of any of the parties (hereinafter referred to as the defaulting party) the other parties shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs

ARTICLE XXV-COVENANTS

- 25.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and to sell and transfer the various

flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other

- 25.2 As and by way of negative covenants the Owners has agreed that during the subsistence of this Agreement the Owners shall
- i) Not sell transfer alienate and/or further encumber the said Property save and except in respect of their respective allocations
 - ii) Not to create interest of any other third party into or upon the said Property save and except in respect of their respective allocations
 - iii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Property
 - iv) To do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation of these presents.

ARTICLE XXVI - MISCELLANEOUS

- 26.1 **RELATIONSHIP OF THE PARTIES** - The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or be construed as a Joint Venture between the Owners and Developer or constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the Property and shall bear its own losses and retain its profits separately.
- 26.2 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any

judicial or executive interpretation or for any other reason whatsoever, the remaining provisions of this agreement shall prevail.

- 26.3 **NON WAIVER** - any delay tolerated and/or indulgence shown by either party 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 party.
- 26.4 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 26.5 **COSTS** - each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. The registration charges towards this agreement and/or any supplementary agreement, power of Attorney etc shall be paid borne and discharged by the Developer.
- 26.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such

telex was duly dispatched to a current telex number of the addressee.

- 26.7 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
- 26.8 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them
- 26.9 If any provision of this Agreement or part thereof is rendered void, illegal 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.
- 26.10 Save and except what is provided in Article XVI of this Development Agreement the Group A Owner and the Group B Owners shall not be entitled to sale and transfer the said Premises during the continuance of this agreement excepting in the manner hereinabove recorded. In the event of any of such parties herein deciding to sell or transfer her or their respective right title and interest in the said premises (hereinafter referred to as the 'TRANSFERRING PARTY'), the Transferring Party shall offer the same to the other party for sale and transfer at the consideration and on the terms and conditions mentioned in the offer letter (hereinafter referred to as the 'OFFER LETTER') and the other party shall be entitled to exercise the option to purchase and acquire the same within one month of the receipt of

OFFER LETTER on the terms and conditions mentioned in the OFFER LETTER and in the event of failure to exercise the option within the time as above the Transferring Party shall be entitled to sell or transfer her or their share to any other party but at the same consideration and the Terms and Condition recorded in the OFFER LETTER.

- 26.11 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.
- 26.12 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the **RATES & TAXES**) payable in respect of the said Property upto the date of execution of this agreement shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer till completion of the new building.
- 26.13 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto
- 26.14 This agreement shall be binding on the parties hereto and their respective successors and assigns
- 26.15 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this

Agreement and shall further, if necessary, procure any required amendment to the Articles.

26.16 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose

26.17 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.

ARTICLE XXVII- JURISDICTION

27.1 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PROPERTY)

ALL THAT the piece and parcel of land measuring about **65 cottahs 11 chittacks and 32 sq. ft.** (more or less) together with 80 years old three storied buildings and structures with outhouses, 7 (seven) servants quarters of measuring 100 sq. ft. each, the Ground floor structure area measuring 8750 Sq. ft., First floor structure area measuring 6250 Sq. ft and Second floor structure area measuring 6000 Sq. ft thus aggregating 21000 sq. ft. (more or less) standing thereon and Garden Lawn etc. situate lying at and being Municipal Premises No. 19 Dr. U.N. Brahmachari Street (previously Loudon Street) P.S. Shakespeare Sarani, Kolkata 700 017 Ward No.63 and butted and bounded as follows:

- ON THE NORTH : By Short Street
- ON THE SOUTH : By 14' wide passage being Premises No.18/1/C
Dr. U.N. Brahmachari Street
- ON THE EAST : By Premises No.7A Short Street and 18/1/B Dr. U.N.
Brammachari Street
- ON THE WEST : By Loudon Street now Dr. U.N. Brahmachari Street

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

Structure:-

- Foundation: RCC Pile Foundation.
- Building: Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs. Earthquake resistant.

Elevators:-

Two Nos. of Automatic Lift (10 passenger) each and one service/ servants bed lift.

Flooring:-

- Imported Italian marble slab flooring in the dining and drawing room and good quality marble in bed rooms and good quality tiles on the walls and floors of bathroom.
- All kitchens and bathrooms floors to be properly water proofed along with the roof.

Doors & Windows:-

- Windows – large French type aluminum/UPVC matching with the elevation wood panel doors and frames for all rooms with decorative main doors. All other doors to have good quality locks and fittings.

Wall Finish and Interiors:-

- Cement putty finish on all interior walls.
- Common areas will be painted with Acrylic Emulsion Paint.
- All Lobbies with decorative ceiling and imported Italian marble/ Granite paneled lift façade and flooring.
- Anti-termite, treatment on land and building plinth

Electrical:-

- Copper wiring throughout in concealed conduits with provision for adequate light points, TV, Telephone Sockets with MCB's with good quality switches o. Electronic tripping device in each flat to avoid shocks.
- VRV A/c on Extra Cost

Kitchen:-

- Granite top cooking platform with one stainless steel sink with drain board good quality vitrified tiles of granite/marble flooring.
- Hot and cold water line in the Kitchen
- Exhaust fans in Kitchen

Bathroom:-

- Good quality fittings in all the bathrooms
- Light coloured sanitary ware
- Hot and cold water line in all the bathrooms.
- Facilities for exhaust fans in bathrooms
- Geyser points in all bathrooms & 1 washing machine point.

General Facilities:-

- Intercom facility in each flat (with closed circuit T.V.) for communication between main lobby, gate and flats
- DTH/Cable connection in all bedrooms and drawing room..

- Fire fighting equipments as per recommendations.
- Generator Back-up in full for to each flat to be made available with automatic changeover but any power requirement will be available at an extra cost.
- Air-conditioned Community Hall.
- Main lobby at the ground floor to be air-conditioned
- Water proofing of the roof and finished with roof tiles .
- Driveway – Greenery, flowerpots/creepers.
- Provisions for 2 Telephone lines in each flat in each room.
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Car parking on the basement and the ground floor.
- Mechanical parking on the ground floor.
- Landscaped lawn & Gym connected to the Community Hall.

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

SIGNED AND DELIVERED
BY THE GROUP A OWNER at Kolkata
in the presence of:-

Kavona Chatterjee

1. *(Signature ch. - Don)*
2. *Jayanti Paudyal*
83 Topsom Road (G)
W- 700046.

SIGNED AND DELIVERED
BY THE GROUP B OWNERS at Kolkata
in the presence of

Ezra Developers Pvt. Ltd.
Brabourne Developers Pvt. Ltd.
Nityanand Merchantile Ltd.
Shree Hanuman Properties and Finance Pvt. Ltd.
Trieye Properties Pvt. Ltd.
Wisecrack Towers Pvt. Ltd.

Dhruv Chatterjee
Authorised Signatory / Director

1. *(Signature ch. - Don)*
2. *Jayanti Paudyal*

SIGNED AND DELIVERED
BY THE DEVELOPER at Kolkata
in the presence of:-

1. *Le*
(Contract ch-100)
6-Old Post Office St
Kolkata.

2. Jaymala Panchi →
83 Popsoni Road (B)
W-200 Wb.

HAZELTON HIGHRISE LLP.

Ankit Juneja
Partner / Authorised Signatory
[ANKIT JUNEJA]

HAZELTON HIGHRISE LLP.

PS GROUP REALTY LTD.

Surendra Kumar Duary
Partner / Director
[SURENDRA KUMAR DUARY]

Drafted by
Ajay Gaggar
AJAY GAGGAR
ADVOCATE
3rd. FLOOR, TEMPLE CHAMBERS
6, OLD POST OFFICE STREET,
KOLKATA - 700 001
W.P. Enactment no. 1160/2003

RECEIVED of and from the Developer a sum of **Rs.1,00,00,000/- (Rupees one crore only)** being the consideration Amount payable under these presents as per Memo below:-

MEMO OF CONSIDERATION

| Date | Cheque /RTGS/Pay Order No. | Issuing Bank | In favour of | Amount |
|-------------|-----------------------------------|---------------------|---------------------|--------------------|
| 22/07/20146 | Cheque No. 808877-RTGS | Indian Bank | Kawna Chatterjee | 10000000.00 |
| | | TOTAL | | 10000000.00 |

Kawna Chatterjee

Group A Owner

RECEIVED of and from the Developer a sum of Rs.1,00,00,000/- (Rupees one crore only) being the consideration Amount payable under these presents as per Memo below:-

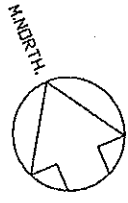
MEMO OF CONSIDERATION

| Sl. No. | Date | Cheque No. | Issuing Bank | In favour of | Amount |
|---------|------------|------------|--------------|--|--------------------|
| 1 | 22/07/2016 | 808878 | Indian Bank | Ezra Developers Pvt. Ltd. | 1666666.00 |
| 2 | 22/07/2016 | 808879 | Indian Bank | Brabourne Developers Pvt. Ltd. | 1666667.00 |
| 3 | 22/07/2016 | 808880 | Indian Bank | Nityanand Merchantile Ltd. | 1666667.00 |
| 4 | 22/07/2016 | 808881 | Indian Bank | Shree Hanuman Properties & Finance Pvt. Ltd. | 1666667.00 |
| 5 | 22/07/2016 | 808882 | Indian Bank | Trieye Properties Pvt. Ltd. | 1666666.00 |
| 6 | 22/07/2016 | 808883 | Indian Bank | Wisecrack Towers Pvt. Ltd. | 1666667.00 |
| | | | TOTAL | | 10000000.00 |

Ezra Developers Pvt. Ltd.
Brabourne Developers Pvt. Ltd.
Nityanand Merchantile Ltd.
Shree Hanuman Properties and Finance Pvt. Ltd.
Trieye Properties Pvt. Ltd.
Wisecrack Towers Pvt. Ltd.

Shree Satish
Authorized Signatory / Director

Group B Owners



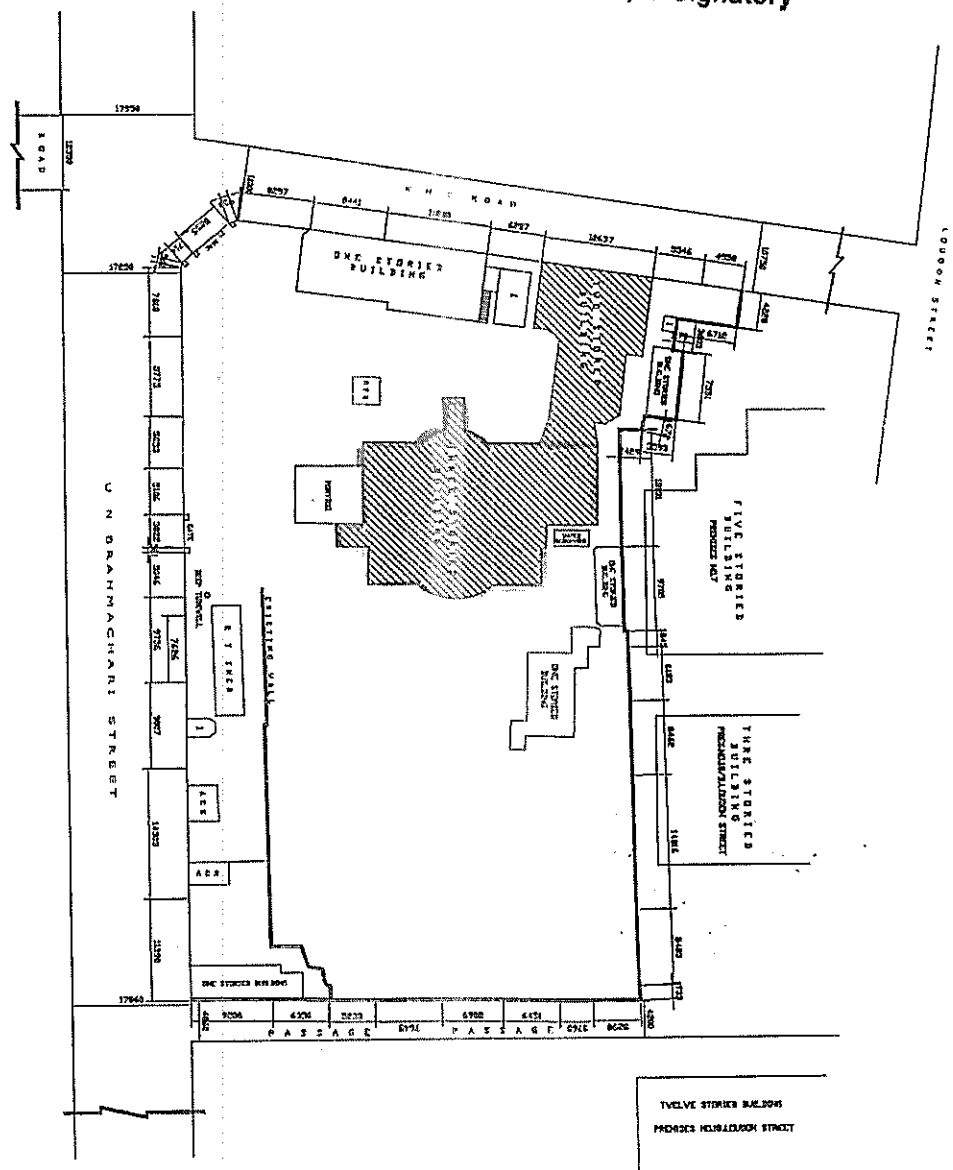
HAZELTON HIGHRISE LLP.

John S.
Partner / Authorised Signatory

SURVEY PLAN OF PREMISES
NO.19 IN BRAHMACHARI
STREET, KOTKATA - ZOOBIZ,
(PREVIOUSLY KNOWN AS
LADON STREET)

LAND AREA
008.057.1108.32561
(MORE OR LESS)

Sign of vendor _____ Sign of purchaser _____



Ezra Developers Pvt. Ltd.
Brabourne Developers Pvt. Ltd.
Nityanand Merchantile Ltd.
Shree Hanuman Properties and Finance Pvt. Ltd.
Trieye Properties Pvt. Ltd.
Wisecrack Towers Pvt. Ltd.

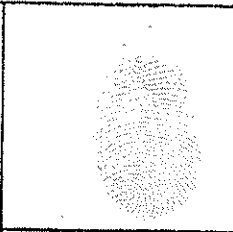
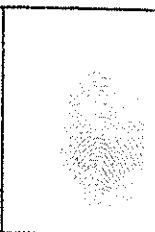



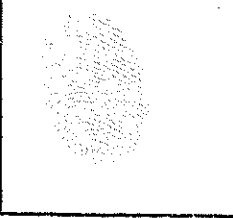




Dhruv Sethia
Authorised Signatory / Director

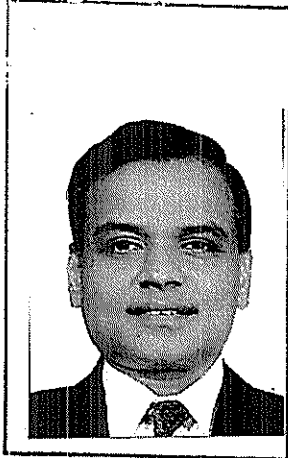
HAZELTON HIGHRISE LLP.

PS GROUP REALTY LTD.

Sumit Kumar Singh
Partner / Director

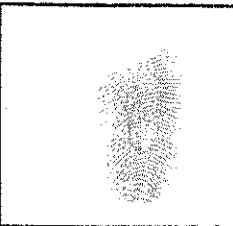









Kavona Chatterjee

| | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|---|--|---|---|---|
| left hand |  |  |  |  |  |
| right hand |  |  |  |  |  |



Name SURENDRA KUMAR DUGAR

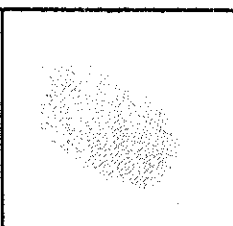

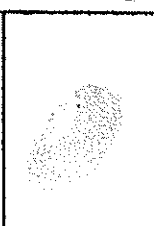

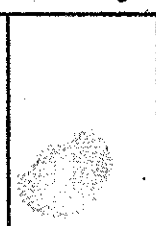
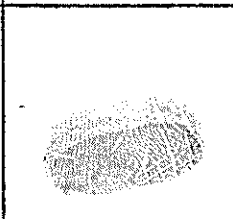


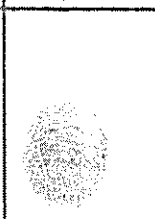

Signature *Surendra Kumar Dugar*

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|------------|---|--|---|---|---|
| left hand |  |  |  |  |  |
| right hand |  |  |  |  |  |



Name DHIRAJ SETHIA

Signature *Dhiraj Sethia*

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| left hand |  |  |  |  |  |
| right hand |  |  |  |  |  |



Name KAWNA CHATTERJEE

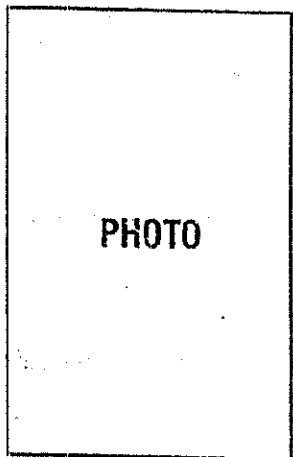
Signature *Kawna Chatterjee*



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| left hand | | | | | |
| right hand | | | | | |

Name ANKIT JUNEJA

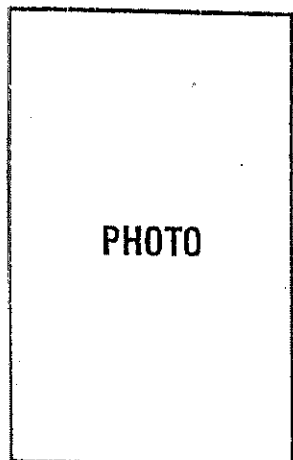
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Name

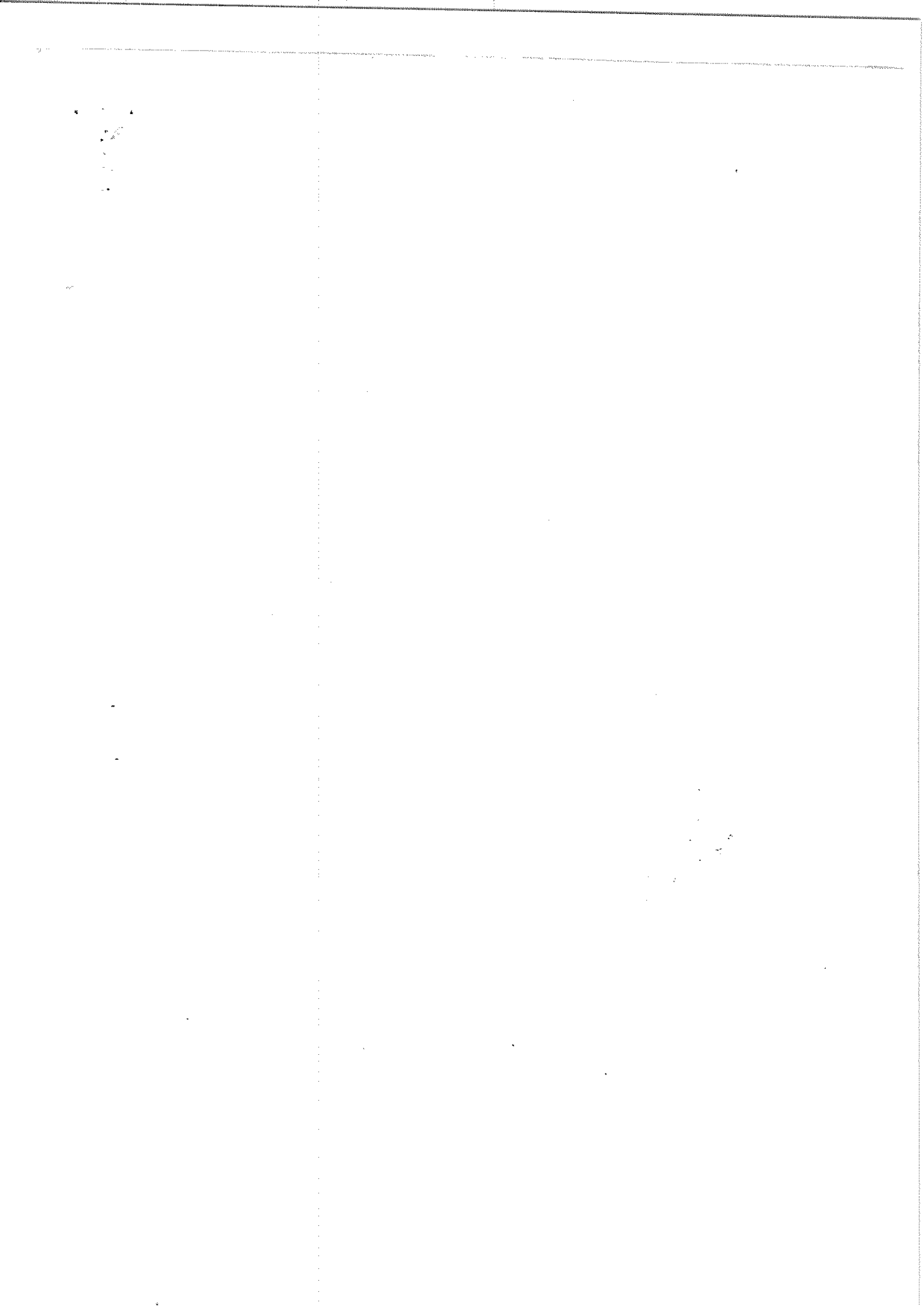
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| left hand | | | | | |
| right hand | | | | | |

Name

Signature



| Developer Details | |
|-------------------|---|
| SL No. | Name, Address, Photo, Finger print and Signature |
| 1 | Hazelton Highrise LLP 83 Topsia Road(South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AAJFH4075K,; Status : Organization |
| 2 | Juneja Highrise LLP 44 Matheswartola Road, P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AALGJ7643E,; Status : Organization; Represented by their (1-2) representative as given below:- |
| 1-2 (1) | Mr Ankit Juneja 13 Raja Santosh Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFXPJ1432P,; Status : Representative; Date of Execution : 22/07/2016; Date of Admission : 22/07/2016; Place of Admission of Execution : Pvt. Residence |
| 3 | PS Group Realty Ltd 83 Topsia Road(South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AABCP5390E,; Status : Organization; Represented by representative as given below:- |
| 3(1) | Mr SURENDRA KUMAR DUGAR 2B, DOVER ROAD, P.O:- BULLYGUNGE, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACUPD1317K,; Status : Representative; Date of Execution : 22/07/2016; Date of Admission : 22/07/2016; Place of Admission of Execution : Pvt. Residence |

B. Identifire Details

| Identifier Details | | | |
|--------------------|--|--|-----------|
| SL No. | Identifier Name & Address | Identifier of | Signature |
| 1 | Mr Asit Manna Son of Mr A K Manna 6 Old Post Office Street, P.O:- Kolkata GPO, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, | Mrs Kawna Chatterjee, Mr Dhiraj Sethia, Mr Ankit Juneja | |

C. Transacted Property Details

| Land Lord Details | |
|-------------------|---|
| SL No. | Name, Address, Photo, Finger print and Signature |
| 7 | Wise Crack Towers Pvt Ltd 36/1A, Elgin Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCW5812E,; Status : Organization; Represented by their (1-7) representative as given below:- |
| 1-7 (1) | Mr Dhiraj Sethia Diamond City North, 68, Jessore Road, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVTPS4768D,; Status : Representative; Date of Execution : 22/07/2016; Date of Admission : 22/07/2016; Place of Admission of Execution : Pvt. Residence |

| Land Details | | | | | | |
|--------------|---|------------------------------------|-----------------------------------|------------------------|----------------------|--|
| Sch No. | Property Location | Plot No & Khatian No/ Road Zone | Area of Land | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details |
| L1 | District: Kolkata, P.S:- Park Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. U. N. Brahmachari Sarani, Road Zone : (On Road -- On Road) , , Premises No. 19, Ward No: 63 | (On Road -- On Road) | 65 Katha 11 Chatak 32 Sq Ft | 1/- | 82,54,61,751/- | Proposed Use: Bastu, Property is on Road |

| Structure Details | | | | | |
|-------------------|--------------------|-------------------|------------------------|----------------------|--|
| Sch No. | Structure Location | Area of Structure | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details |
| F0 | Gr. Floor | 8750 Sq Ft. | 0/- | | Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete |
| F1 | Floor No: 1 | 6250 Sq Ft. | 0/- | | Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete |
| F2 | Floor No: 2 | 6000 Sq Ft. | 0/- | | Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete |
| S1 | On Land L1 | 21000 Sq Ft. | 1/- | 1,57,50,000/- | Structure Type: Structure |

| Transfer of Property from Land Lord to Developer | | | | |
|--|-----------------------|-----------------------|------------------|------------------------|
| Sch No. | Name of the Land Lord | Name of the Developer | Transferred Area | Transferred Area in(%) |
| | | | | |

Seller, Buyer and Property Details

A. Land Lord & Developer Details

| Presentant Details | |
|--------------------|---|
| SL No. | Name and Address of Presentant |
| 1 | Mrs Kawna Chatterjee Wife of Late Pradip Chatterjee 19 Dr. U N Brahmchari Sarani,, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 |

| Land Lord Details | |
|-------------------|---|
| SL No. | Name, Address, Photo, Finger print and Signature |
| 1 | Mrs Kawna Chatterjee Wife of Late Pradip Chatterjee 19 Dr. U N Brahmchari Sarani,, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACOPC0070G,; Status : Individual; Date of Execution : 22/07/2016; Date of Admission : 22/07/2016; Place of Admission of Execution : Pvt. Residence |
| 2 | Ezra Developers Pvt Ltd 3A Auckland Place,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AABCE2787Q,; Status : Organization |
| 3 | Brabourne Developers Pvt Ltd 3B Auckland Place,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AACCB3282A,; Status : Organization |
| 4 | Nityanand Merchantile Limited 35/4, Paddapukur Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCN3324N,; Status : Organization |
| 5 | Shree Hanuman Properties And Finance Pvt Ltd 35/4, Paddapukur Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AACCS8883M,; Status : Organization |
| 6 | Trieye Properties Pvt Ltd 36/1A, Elgin Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAFCT1643J,; Status : Organization |

| Transfer of Property from Land Lord to Developer | | | | |
|--|--|-----------------------|------------------|------------------------|
| Sch No. | Name of the Land Lord | Name of the Developer | Transferred Area | Transferred Area in(%) |
| L1 | Mrs Kawna Chatterjee | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Mrs Kawna Chatterjee | Juneja Highrise LLP | 5.16465 | 4.7619 |
| | Mrs Kawna Chatterjee | PS Group Realty Ltd | 5.16465 | 4.7619 |
| | Ezra Developers Pvt Ltd | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Ezra Developers Pvt Ltd | Juneja Highrise LLP | 5.16465 | 4.7619 |
| | Ezra Developers Pvt Ltd | PS Group Realty Ltd | 5.16465 | 4.7619 |
| | Brabourne Developers Pvt Ltd | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Brabourne Developers Pvt Ltd | Juneja Highrise LLP | 5.16465 | 4.7619 |
| | Brabourne Developers Pvt Ltd | PS Group Realty Ltd | 5.16465 | 4.7619 |
| | Nityanand Merchantile Limited | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Nityanand Merchantile Limited | Juneja Highrise LLP | 5.16465 | 4.7619 |
| | Nityanand Merchantile Limited | PS Group Realty Ltd | 5.16465 | 4.7619 |
| | Shree Hanuman Properties And Finance Pvt Ltd | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Shree Hanuman Properties And Finance Pvt Ltd | Juneja Highrise LLP | 5.16465 | 4.7619 |
| | Shree Hanuman Properties And Finance Pvt Ltd | PS Group Realty Ltd | 5.16465 | 4.7619 |
| | Trieye Properties Pvt Ltd | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Trieye Properties Pvt Ltd | Juneja Highrise LLP | 5.16465 | 4.7619 |
| | Trieye Properties Pvt Ltd | PS Group Realty Ltd | 5.16465 | 4.7619 |
| | Wise Crack Towers Pvt Ltd | Hazelton Highrise LLP | 5.16465 | 4.7619 |
| | Wise Crack Towers Pvt Ltd | Juneja Highrise LLP | 5.16465 | 4.7619 |
| Wise Crack Towers Pvt Ltd | PS Group Realty Ltd | 5.16465 | 4.7619 | |

| Transfer of Property from Land Lord to Developer | | | | |
|--|-----------------------|-----------------------|------------------|------------------------|
| Sch No. | Name of the Land Lord | Name of the Developer | Transferred Area | Transferred Area in(%) |
| | | | | |

| Transfer of Property from Land Lord to Developer | | | | |
|--|--|-----------------------|------------------|------------------------|
| Sch No. | Name of the Land Lord | Name of the Developer | Transferred Area | Transferred Area in(%) |
| S1 | Brabourne Developers Pvt Ltd | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Brabourne Developers Pvt Ltd | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Brabourne Developers Pvt Ltd | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 |
| | Ezra Developers Pvt Ltd | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Ezra Developers Pvt Ltd | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Ezra Developers Pvt Ltd | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 |
| | Mrs Kawna Chatterjee | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Mrs Kawna Chatterjee | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Mrs Kawna Chatterjee | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 |
| | Nityanand Merchantile Limited | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Nityanand Merchantile Limited | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Nityanand Merchantile Limited | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 |
| | Shree Hanuman Properties And Finance Pvt Ltd | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Shree Hanuman Properties And Finance Pvt Ltd | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Shree Hanuman Properties And Finance Pvt Ltd | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 |
| | Trieye Properties Pvt Ltd | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Trieye Properties Pvt Ltd | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Trieye Properties Pvt Ltd | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 |
| | Wise Crack Towers Pvt Ltd | Hazelton Highrise LLP | 1000 Sq Ft | 4.76191 |
| | Wise Crack Towers Pvt Ltd | Juneja Highrise LLP | 1000 Sq Ft | 4.76191 |
| Wise Crack Towers Pvt Ltd | PS Group Realty Ltd | 1000 Sq Ft | 4.76191 | |

D. Applicant Details

| Details of the applicant who has submitted the requisition form | |
|---|--|
| Applicant's Name | Hazelton Highrise LLP |
| Address | 83 Topsia Road(South), Thana : Topsia, District : South 24-Parganas, WEST BENGAL, PIN - 700046 |
| Applicant's Status | Buyer/Claimant |

Office of the A.R.A. - II KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190203132 / 2016

Query No/Year 19020000889299/2016 Serial no/Year 1902002487 / 2016
Deed No/Year I - 190203132 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mrs Kawna Chatterjee Presented At Private Residence
Date of Execution 22-07-2016 Date of Presentation 22-07-2016

Remarks

On 21/07/2016

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 84,12,11,751/-



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 22/07/2016

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

Presented for registration at 20:00 hrs on : 22/07/2016, at the Private residence by Mrs Kawna Chatterjee , one of the Executants.

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

Execution is admitted on 22/07/2016 by

Mrs Kawna Chatterjee, Wife of Late Pradip Chatterjee, 19 Dr. U N Brahmchari Sarani,, P.O: Circus Avenue, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700017, By caste Hindu, By Profession Others

Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 22/07/2016 by

1. Mr Dhiraj Sethia Authorized Signatory, Ezra Developers Pvt Ltd, 3A Auckland Place,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 Mr Dhiraj Sethia, Son of Mr Noratan Mal Sethia, Diamond City North, 68, Jessore Road, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Business
2. Mr Dhiraj Sethia Authorized Signatory, Brabourne Developers Pvt Ltd, 3B Auckland Place,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 Mr Dhiraj Sethia, Son of Mr Noratan Mal Sethia, Diamond City North, 68, Jessore Road, P.O: Bangur, Thana: Lake Town,

, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Business

3. Mr Dhiraj Sethia Authorized Signatory, Nityanand Merchantile Limited, 35/4, Paddapukur Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of Mr Noratan Mal Sethia, Diamond City North, 68, Jessore Road, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Business

4. Mr Dhiraj Sethia Authorized Signatory, Shree Hanuman Properties And Finance Pvt Ltd, 35/4, Paddapukur Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of Mr Noratan Mal Sethia, Diamond City North, 68, Jessore Road, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Business

5. Mr Dhiraj Sethia Authorized Signatory, Trieje Properties Pvt Ltd, 36/1A, Elgin Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of Mr Noratan Mal Sethia, Diamond City North, 68, Jessore Road, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Business

6. Mr Dhiraj Sethia Authorized Signatory, Wise Crack Towers Pvt Ltd, 36/1A, Elgin Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of Mr Noratan Mal Sethia, Diamond City North, 68, Jessore Road, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Business

Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 22/07/2016 by

1. Mr Ankit Juneja PARTNER, Hazelton Highrise LLP, 83 Topsia Road(South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr Ankit Juneja, Son of , 13 Raja Santosh Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Business

2. Mr Ankit Juneja PARTNER, Juneja Highrise LLP, 44 Matheswartola Road, P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr Ankit Juneja, Son of , 13 Raja Santosh Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Business

Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 22/07/2016 by

Mr SURENDRA KUMAR DUGAR Director, PS Group Realty Ltd, 83 Topsia Road(South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr SURENDRA KUMAR DUGAR, Son of Late J M DUGAR, 2B, DOVER ROAD, P.O: BULLYGUNGE, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business

Indetified by Personally known to me



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 26/07/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,20,010/- (B = Rs 2,19,989/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,20,010/-

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

1. Rs. 2,20,010/- is paid, by online on 22/07/2016 12:45PM with Govt. Ref. No. 192016170014895601 on 22-07-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB22072016011159 on 22/07/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

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

1. Rs. 74,921/- is paid, by online on 22/07/2016 12:45PM with Govt. Ref. No. 192016170014895601 on 22-07-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB22072016011159 on 22/07/2016, Head of Account 0030-02-103-003-02

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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 36029, Purchased on 25/05/2016, Vendor named S Das.



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2016, Page from 97814 to 97886

being No 190203132 for the year 2016.



Digitally signed by ASHOKE KUMAR
BISWAS

Date: 2016.07.26 16:51:52 +07:00

Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 26-07-2016 16:51:51

ADDITIONAL REGISTRAR OF ASSURANCE

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

West Bengal.

(This document is digitally signed.)