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Rs. 100

ONE HUNDRED RUPEES

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HIZTINDIA

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Certified #





JOINT VENTURE AGREEMENT

THIS AGREEMENT is made and executed on this 4th day of AUGIUST , 2020 (Two Thousand and Twenty);

BETWEEN

MESSRS SHREE NIL MADHAV CONSTRUCTION PVT. LTD. (PAN: AASCS2236B), (CIN U45400WB2012PTC186468), a Company incorporated under the Companies Act, 1956 having its registered Office at 54A, Raja Ram Mohan Roy Road, P.S Behala, P.O. Pachim Putiary, Kolkata 700041, represented by its Director SRI BAIDYANATH ADHIKARY (PAN:AUHPA2892D, (Aadhar No. 7358 9022 4872) son of Late Miru Adhikary, by Occupation Business, by Nationality Indian, by Religion Hindu, working for gain at 54A, Raja Ram Mohan Roy Road, P.S Behala, P.O. Pachim Putiary, Kolkata 700041 pursuant to the Company's Board Resolution dated 31.07.2020 hereinafter referred to as the "OWNER" (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor or successors-in-interest and assigns) of the ONE PART:

AND

M/S PHOENIX DEALERS LLP (PAN: AAYFP5464H), a Limited Liability Partnership Concern incorporated under The Limited Liability Partnership Act, 2008 and having its Registered Office at 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, P.O. Bowbazar, P.S. Hare Street, Kolkata 700001, represented by its Partner MR. GAUTAM SUREKA (PAN: ALQPS9287E) (Aadhar No. 2835 0334 4623) son of Mr. Vijay Kumar Sureka, by Occupation Business, by Nationality Indian, by Religion Hindu, working for gain at 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, P.O. Bowbazar, P.S. Hare Street, Kolkata 700001, pursuant to the Board Resolution dated 20.07.2020, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest and assigns) of the OTHER PART:

WHEREAS by a Deed of Conveyance dated 14th March, 2018 and registered in Book No. 1, CD Volume No. 1602-2018, Pages 107088 to 107163, being Deed No. 160203034 for the year 2018, at the office of District Sub Registrar II, South 24 Parganas, the OWNER herein purchased and acquired from the vendors therein all that Municipal Premises No. 64/16, Mahatma Gandhi Road, Kolkata 700041 having an area of 5 Cottahs 11 Chittacks 38 square feet more or less hereinafter referred to as "THE SAID PROPERTY" and more fully described in the SCHEDULE hereunder written, for the consideration and on the terms and conditions therein mentioned subject to occupation of tenants but otherwise free from all encumbrances.

AND WHEREAS after purchasing the same, the OWNER herein got its name mutated in the Assessment Records of the Kolkata Municipal Corporation vide Assessee No.411150610258 and also got its name recorded in the Records of B.L.&L.R.O. (having jurisdiction).

AND WHEREAS the Owner then decided to induct a Developer who has an expertise in development of immoveable properties and by an Unregistered Agreement dated 9th July, 2018, made between the Owner herein and the Developer herein, the Owner approached the Developer towards development of the said property and after several discussions held between the parties hereto, the Owner appointed the said M/s Phoenix Dealers Pvt. Ltd. to develop the said property on the terms and conditions agreed between them.

AND WHEREAS thereafter, the Owner applied and got the land comprised in the said Property converted to Bastu from Brickfield vide Memo Number 1/208 dated 14.06.2019 by the office of the BL&LRO Thakurpukur. Subsequently the OWNER negotiated with the tenants occupying the said property and also got the said property vacated from such tenants at its own costs.

AND WHEREAS the, the Owner/Developer herein got a plan sanctioned by the Kolkata Municipal Corporation bearing B.P.No.2019130200 dated 02.01.2020 for construction of a G+IV residential building comprising of independent units, car parking spaces and other common areas.

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AND WHEREAS the Developer herein due to some issues and complications was unable to start the construction on the said property in accordance with the terms and conditions mentioned in the Agreement dated 9th July, 2018.

AND WHEREAS to start the construction on the said property now, the Owner and the Developer have now decided to record their understanding under these presents to avoid any future complexities. AND WHEREAS recently the name of the said M/s Phoenix Dealers Pvt. Ltd. was changed to M/s Phoenix Dealers Ltp (the Developer herein) with effect from 28.01.2020 and a Certificate of Registration on Conversion was issued by the Government of India, Ministry of Corporate Affairs, Registrar of Companies.

AND WHEREAS the said M/s Phoenix Dealers Pvt. Ltd. commenced the construction of the new building on the said property as per the said sanctioned plan and as per the Specifications (mentioned in Annexure "A" hereto) agreed between the owner and the said M/s Phoenix Dealers Pvt. Ltd.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Owner and the Developer as follows:

ARTICLE - I

DEFINITIONS

- 1.1 DEVELOPER shall mean and include the said M/S PHOENIX DEALERS LLP (previously M/S PHOENIX DEALERS PRIVATE LIMITED), and its successor or successorsin-interest and/or permitted assigns.
- 1.2 OWNER shall mean and include the said MESSRS SHREE NIL MADHAV CONSTRUCTION PVT. LTD. and its successor or successors -in -interest and/or permitted assigns.
- 1.3 THE PROPERTY shall mean and include all that BASTU land lying and situated at Corporation Premises No. 64/16, Mahatma Gandhi Road, Kolkata 700041, being a part of R.S. Dag No. 588, in Mouza Sirity, J.L. No. 11, part of Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 and 194, P.S. Thakurpukur (presently Haridevpur). Kolkata Municipal Corporation, Ward No. 115, District 24 Parganas (South), total measurement of 5 Cottahs 11 Chittacks 38 Square Feet more or less thereon and more fully and particularly described in the SCHEDULE hereunder written.
- 1.4 SANCTIONED BUILDING PLAN- shall mean and include the Plan sanctioned by the Kolkata Municipal Corporation bearing B.P.No.2019130200 dated 02.01.2020 for construction of a G+IV residential building comprising of independent units, car parking spaces and other common areas and any revision/modification for additional FAR.

- 1.5 BUILDING shall mean and include the proposed new building and other areas and spaces to be erected in or upon the land comprised in the said property as per the said Sanctioned Plan.
- 1.6 SALEABLE SPACE shall mean the space in the new building available for independent use and occupation by the developer after making due provisions for common facilities and space required thereof and after providing the Owners' allocation.
- 1.7 OWNERS' ALLOCATION (On completion of proposed new building as per sanctioned plan and/or to be extended and/or revised) shall mean and include undivided ownership of 50% of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Property, shall absolutely belong to the Owner herein subject to Article XIII of this Agreement. In the event of any additional sanction vertically or horizontally is further sanctioned post initial sanction of the sanction plan, the Owner shall be entitled to 50% of the built-up area of such additional sanction in the building.
- 1.8 **DEVELOPER'S ALLOCATION** On completion of proposed new building as per sanctioned plan to be extended and/or revised) shall mean and include the undivided ownership of the remaining 50% of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Property, shall absolutely belong to the Developer herein. In the event of any additional sanction vertically or horizontally is further sanctioned post initial sanction of the sanction plan, the Developer shall also be entitled to remaining 50% of the built-up area of such additional sanction in the building.
- 1.9 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in building to purchase thereof although the same may not amount to a transfer in law without causing in any manner inconvenience or disturbance to the Owner.
- 1.10TRANSFEREE shall mean a person, firm, LLP, and association of persons to whom any space in the proposed new building will be transferred.
- 1.11TIME shall mean the construction shall be completed within 24 (twenty four) months from the date of sanction of the building plan by the Competent Authority or Commencement of Work, whichever is later.

1.12 WORDS - importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

ARTICLE - II

INTERPRETATIONS

- 2.1 Any reference to a statute shall include any statutory extension or modifications, reenactment of such statute and any rules, regulations, bye-laws or orders made there under.
- 2.2 Any covenant by the Developer and/or the Owner to act or to do anything shall be deemed to include their respective obligations to perform the said act or things to be done.
- 2.3 Singular number shall include plural and vice-versa.
- 2.4 The headings shall not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the purpose of construction or interpretation of this Agreement.

ARTICLE -III

DATE OF COMMENCEMENT

3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE - IV

OWNER REPRESENTATIONS

The Owner has represented to the Developer as follows:

4.1 The Owner is the absolute bonafide undisputed owner of the property.

- 4.2 There is no impediment of any nature whatsoever for the Owner to entrust the development of the property along with Developer.
- 4.3 The Owner shall render its best co-operation and assistance to the Developer in the matter of development of the property and/or the construction of the building.

ARTICLE - V

DEVELOPER'S REPRESENTATIONS AND UNDERTAKINGS

- 5.1 The Developer shall carry out the work of development of the property and/or construction of the entire building.
- i) at costs and expenses to be solely borne by the Developer herein;
- ii) in accordance with the provisions of applicable laws in force for the time being and the Rules, Regulations and Bye-laws framed there under and/or in force for the time being and in accordance with the plan duly sanctioned by the Kolkata Municipal Corporation or any other Competent Authority; and
- iii) as per the provisions contained in this Agreement.
- 5.2 The Developer shall ensure that the standards of construction, finish and general appearance of the building and the materials and fittings to be used in the construction of the said building shall be of good quality.

ARTICLE - VI

MUTUAL COVENANTS

- 6.1 The Developer shall be entitled to get the plan modified and/or extended, if required and approved by the Kolkata Municipal Corporation or any other Competent Authority in the name of the Owner and all costs, charges and expenses incurred thereof shall be borne and discharged by the Developer only.
- 6.2 The Owner shall subject to the performance by the Developer of its obligations sign and execute, if required, at the costs of the developer herein, deliver to the Developer all plans, sketches, designs, lay-outs, maps, specifications, applications, declarations, affidavits and other documents, papers and writings as may from time to time be necessary or required by

the Developer for obtaining any necessary modifications and/or revisions and/or necessary changes to of the said sanctioned building plan for construction of the said building.

6.3 The Owner hereby agrees that they shall execute such proper Power of Attorney in favor of the Developer from time to time, for revision or modification of sanctioned plan, sketches, designs, layouts, maps, specifications, applications, declarations, affidavits and other papers and documents and signing thereof for, on behalf of and in the name of the Owner, submission of such revision or modification of building plan to the concerned authorities, making representations, obtaining of such sanction or permissions and approvals and making deposits and payments to the concerned authorities and proceeding with the construction of the building in and upon the property.

6.4 The Developer shall be entitled to mortgage or charge its entitlement being the Developer's Allocation in favour of Banks and/or Financial Institutions for the purpose of financing the construction of the building on the property. The Owner will assist and cooperate with the Developer in this regard and shall have no personal liability as to the same or any portion thereof.

6.5 The Owner agrees to transfer to the Developer and/or its nominee or nominees undivided share or interest of the Developer's Allocation for the consideration receivable and/or received by the Developer from its nominee/nominees and on the terms and conditions that may be entered into by and between the Developer and its nominee/nominees. Provided that the terms and conditions that may be agreed upon by and between the Developer and its nominee/nominees shall not be contradictory to or inconsistent with the terms provided herein. The Owner agrees to execute and register proper Deeds of Transfer/Conveyance in respect of the Developer's Allocation to the Developer and/or its nominee/nominees from time to time as may be required by the Developer.

6.6 All matters, litigations etc. by any third party out of anything done or omitted to be done by the Developer and/or its agents under this Agreement shall be defended by the Developer for and on its own behalf and on behalf of the Owner at the costs of the Developer alone. Provided that in the event of such matters or litigations arising out of anything done or omitted to be done by the Owner, the Owner shall bear and pay the costs and expenses thereof.

6.7 The Developer shall be entitled to appoint at its own costs and expenses Contractor/ Contractors/ Sub-Contractors and labourers for the construction and completion of the building or any portion thereof either wholly or department-wise or job-wise or on piecemeal basis and all payment liabilities and dues payable to such Contractor/ Contractors/ Sub-Contractors and labourers shall be borne and paid by the Developer only being the part of construction and development costs, however there will be no privity of contract between the Owner and any such Contractor/ Contractors/ Sub-Contractors and labourers and that the Developer shall be solely responsible to deal with the same. However, the Owner can also appoint Supervisors, Labourers, Advocates etc for the purpose to check the quality of the work and the cost for appointing such Supervisors, Labourers, Advocates etc will be borne by the Owner completely.

6.8 The Developer shall be entitled to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owner including the purpose of taking financial assistance for completing the building effectively for the 50% share of the building under the Developer allocation only.

6.9 The Owner hereby agrees and covenants with the Developer not to let out grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof till the purpose of this Agreement is fully contented/satisfied.

6.10 The owner undertakes that during the continuance of this Agreement it shall not enter into any Development or Sale Agreement with the third party about the said property or any part thereof but the Owner shall have every right to enter into an agreement for sale in respect the Owner's allocation.

6.11It is agreed and recorded that the Developer shall have full right and authority to advertise and do marketing and sell the entire constructed units, car parking spaces along with common rights and undivided share in the land to prospective buyers after the rates are mutually agreed with the Owner and receive 50% of the entire sale consideration in its account and 50% of such sale consideration shall be received by the owner as the owner and Developer having undivided ownership in the ratio of 50:50.

ARTICLE - VII

COST OF CONSTRUCTIONS

7.1 The entire cost of construction of the building to be constructed on the property including the area falling to the share of the Owner shall be borne by the Developer only. Such costs shall include the modifications of sanctioned plan, costs of all services.

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amenities, fittings and fixtures and all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the construction and costs for the purpose of obtaining various sanctions/licenses.

ARTICLE - VIII

SPACE ALLOCATION

- 8.1 In consideration of the Owner having agreed to grant the exclusive right of development in respect of the property and in further consideration of the Developer having agreed to incur all costs, charges and expenses as herein contained for the purpose of construction of the building, it is agreed that out of the total saleable area, the undivided ownership of 50% of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Property, shall absolutely belong to the Owner herein <u>subject to Article-XIII of this Agreement</u> and similarly the undivided ownership of the remaining 50% of the total built-up area of the building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Property shall belong absolutely to the Developer.
- 8.2 It is agreed that till such time the demarcation of the allocation happens between the Owner and the Developer herein, the entire saleable space shall be held jointly by the parties hereto each having undivided ownership in the ratio of 50:50 and both the parties hereto shall jointly enter into Agreements for Sale or otherwise deal with the same jointly for mutual benefits and shall sign and execute and register such deeds, instruments and documents in favour of intending acquirers and all moneys received in respect thereof shall belong absolutely to the Owner and the Developer in the said ratio i.e.50:50 and both the parties shall jointly have the rights and powers in respect of such sale, transfer or disposal of their joint allocation. However the demarcation will be optional for the parties hereto, if they desire to keep the entire allocation in joint kitty.
- 8.3 It is hereby agreed that once the demarcation of the allocation in the new proposed building is recorded in writing between the parties hereto (if required), the Owners' Allocation shall become the absolute property of the Owner and the Owner shall be entitled to enter into Agreements for Sale or otherwise deal with the same in any manner without any concurrence or consent of the Developer and the Developer shall sign and execute and register such deeds, instruments and documents as Confirming Party or otherwise and all

moneys received in respect thereof shall belong absolutely to the Owner and the Developer shall have no right, title, interest, claim or demand of whatsoever nature over and in respect thereof and the Developer shall not interfere with the Owner's rights and powers in respect of such sale, transfer or disposal of the Owners' Allocation. Further agreed that a Supplementary Agreement shall be prepared, if required, mentioning the demarcation between the Owner's Allocation and Developer's Allocation and the same shall form a part of this Agreement. However the demarcation will be optional for the parties hereto, if they desire to keep the entire allocation in joint kitty.

- 8.4 Subject to the provisions herein, similarly it is hereby agreed that once the demarcation of the allocation in the new proposed building is recorded in writing between the parties hereto (if required), the Developer's Allocation shall belong and shall become the absolute property of the Developer and the Developer shall be entitled to enter into Agreements for Sale or otherwise deal with the same in any manner without any concurrence or consent of the Owner provided however, if any time it shall be necessary or required by the Developer to make the Owner as the Confirming Party or otherwise the Owner shall sign and execute and register such deeds, instruments and documents and all moneys received in respect thereof shall belong absolutely to the Developer and the Owner shall have no right, title, interest, claim or demand over and in respect thereof and the Owner shall not interfere with the Developer's rights and powers in respect of such sale, transfer or disposal of the Developer's Allocation. However the demarcation will be optional for the parties hereto, if they desire to keep the entire allocation in joint kitty.
- 8.5 The Parties hereto and/or their prospective buyer or buyers shall be liable to pay GST as applicable on the purchase price and deposit for the proportionate costs, charges and expenses in respect of their allocation for High Tension line, CESC deposit, Management Committee Membership, Maintenance and Sinking Fund deposit etc. The said amount shall be paid by the Owner and/or their prospective buyer or buyers/transferees/lessees in Owners' allocation as and when asked by the Developer and before taking possession of their respective allocation. All balance deposits on account of maintenance, membership and sinking fund deposit shall be transferred by the Developer to the Management Committee Society of the building within one year of the completion of the building.
- 8.6 All Corporation taxes payable by the Owner shall be borne by the Developer till the date of completion of all parties allocation in the newly constructed building and notice to the Owner to take possession of the same, where after the parties hereto shall pay the proportionate share of Corporation Taxes appertaining to their respective allocation and also

rates, taxes, charges and all other outgoings including maintenance and service charges in respect of their respective allocation.

ARTICLE - IX

DEVELOPER'S OBLIGATIONS

- 9.1 The Developer undertakes to construct and complete the building on the property:
 - at its own costs and expenses which includes the revision and/or extension of building plan costs, entire development costs towards development, construction and till completion of the building and other expenses including legal expenses to be incurred by the Developer including the Architect's fee and other allied expenses relating to the constructions of the building;
 - strictly in accordance with the sanctioned plan and also revision or modification as required;
 - iii) in accordance with the provisions of the KMC laws and the rules and regulations and bye-laws framed there under with regard to the construction of building:
 - iv) by using the standard quality of construction materials;
 - obtain the necessary partial and/or full completion certificate in respect thereof from the authorities concerned from time to time at relevant stages.
- 9.2 The Developer further undertakes to complete the building under the supervision and control of the Architect to be appointed by the Developer.
- 9.3 Unless prevented by circumstances beyond its control FORCE MAJEURE, the Developer shall complete the building in all respects together with the fixtures, fittings and all other facilities to be provided therein and hand over the Owners' Allocation thereof to the Owner and/or its nominee/ nominees and progressively within 24 months from the date of sanction of building plan and/or commencement of construction work which ever is later or such other extended period as may be mutually agreed upon by the parties.
- 9.4 The Developer shall at its own costs obtain all necessary permissions and/or sanctions and/or no objections and/or connections from the Kolkata Municipal Corporation, CESC Ltd., Fire Brigade Authorities, Police Authorities and other appropriate Government

Authorities and/or Departments, either in its own name or in the name of the Owner as the case may be at the costs and expenses of the Developer.

- 9.5 After completion of the total construction work of the proposed building, the Developer shall obtain the completion certificate of building at its own costs and expenses and/or approved by the KMC authority, positively within 6 (Six) months from the date of the delivery of possession of the Owners' Allocation in the proposed building in complete manner and also delivery of possession to intending purchaser or purchasers of the Developer allocated portions in the proposed building or to the owner's allocated portions in terms of this Agreement. Such completion certificate or photocopy thereof shall be handed over to the Owner or anyone of them before delivery of possession of the portion of the Owner as mentioned herein.
- 9.6 That the Owner should not be held liable or responsible regarding Income Tax and any Other Taxes in respect of the Developer's allocation. The Owner shall be liable and responsible for all nature of taxes as per prevalent Laws or subsequent laws regarding the Owners' Allocation i.e. 50% of the saleable area after obtaining possession of the said units and so long they retain the same for themselves.
- 9.7 The Developer shall strictly comply with the provisions of concerning Authority and all after relevant laws / by laws & rules and regulations and shall always keep the Owner, absolutely indemnified and unharmed, against the actions, claims, and demands whatsoever which may arise due to any deviation from the sanctioned plan and / or violation of the provisions of the law relating to the construction of herein intended building.
- 9.8 The Developer shall at its own costs and expenses provide for all Civil, Electrical, Plumbing and Sanitary works including installation of underground and overhead tanks, provision of water supply, deep boring water pumps house service lifts internal passage, sewerage arrangements path way etc. as per the specification and amenities set out and per specification attached herewith this Agreement.

ARTICLE - X

DEVELOPER'S RIGHTS

10.1 The Developer shall be entitled to appoint and employ such licensed contractors, engineers, masons, mistries, caretakers, managers, supervisors, durwans, guards and other staff and employees at such remuneration, salaries, fees and charges as the Developer shall

at its discretion think fit and proper. The Developer shall alone be responsible to look after the timely payment of salaries, wages, remuneration, compensation and other charges to all such persons who may be engaged or appointed by the Developer.

- 10.2 The Owner shall render its best co-operation and assistance to the Developer in carrying out development of the property and/or construction of the building as aforesaid in the manner as herein agreed.
- 10.3 The Owner (if required) shall sign, execute and deliver all necessary applications, letters, declarations, affidavits, bonds and other papers and documents as may from time to time be necessary or required inspite of the fact that the Owner has executed and registered a General Power of Attorney for the development of the said Property, to enable the Developer to apply for and obtain electricity, lifts, telephones, gas, water, sewerage, drainage connections and other public utility services at the said building or portions thereof either in the name of the Owner and/or in the name of the Developer and/or its nominee(s).
- 10.4 The Developer shall be entitled to fix the sign board on the said property, for advertisement and insertions in newspapers and other advertising media. Both the parties herein jointly may choose a suitable name of the new building.
- 10.5 The Owner agrees not to create any impediment and/or hindrance of any nature whatsoever in and/or interfere with the development of the property and/or construction of the said building by the Developer as herein agreed and/or in the Developer's carrying out its obligations under this Agreement so long as the Developer does not commit any breach of any of the terms and conditions of this Agreement or any provisions of Municipal and other laws, Rules and Regulations and Bye-laws.
- 10.6 The Developer without causing any loss, risk or liability to the Owner shall be entitled to apply in the name of the Owner for steel, cement and/or other building materials and/or whatever required for construction to the appropriate authorities for the construction of the said building.

ARTICLE - XI

CONVEYANCE & TRANSFER

11.1 The Owner agrees and undertakes to execute and register the Deeds of Conveyance in respect of undivided shares and/or interests in the land comprised in the property

attributable to different constructed units/spaces and/or the car parking spaces in favour of the Developer and/or its nominee/nominees in respect of the areas comprised in the Developer's Allocation. Provided however that all costs, charges and expenses including stamp duty and registration fee and legal fees and expenses in this regard shall be borne and paid by the Developer. Similarly, the Developer, if demanded by the Owner, shall also execute and register Conveyance or Conveyances of the Owner's Allocation in favour of the Owner and/or their nominee, assignee and/or purchasers at the costs and expenses of the Owner and/or their such nominee, purchaser and/or assignee and shall also obtain all certificates and permissions as may be required and deliver it to the Owner.

ARTICLE - XII

POSSESSION & UNDERSTANDING

- 12.1 The entire understanding of the parties hereto under this Agreement is specifically based on the terms and conditions recited under this Article/Head.
- 12.2 The Owner doth hereby further permit and grant exclusive license and permission to the Developer to enter upon the said property (symbolical possession) with full right and authority to build upon and commercially exploit Said Property by constructing a building thereon in accordance with the building plan and on the terms and conditions herein mentioned.
- 12.3 With effect from the date hereof, the said building shall be in joint control of the Owner and the Developer shall be entitled to enter upon and to undertake the work of construction at the said Property and the Owner shall allow the right of entry for the purpose of carrying out and completing the development and commercial exploitation of the said property. The legal domain, possession and control of the Said Property shall continue to vest with the Owner till the time of transfer to Transferee(s).
- 12.4 In as much as the construction on the said property is concerned, the Developer shall act as the exclusive licensee of the Owner and shall be entitled to be in permissive possession of the said property as and by way of an exclusive licensee of the Owner as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessionary right over the said property which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the said property for any other purposes other than the purpose of construction, nor would be entitled to part with said property to anyone.

ARTICLE - XIII

SECURITY DEPOSIT

13.1 Before the execution and registration of this Agreement, the Developer has paid a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) to the Owner to be treated as Interest Free Refundable Security Deposit and the said amount will be refunded back to the Developer without any interest at or before handing over Owner's Allocation to the Owner.

ARTICLE - XIV



DOCUMENTATION AND LAWYERS' FEES

15.1 The Agreement to be entered by both the Owner and the Developer with the prospective Purchasers of various units/areas forming part of the respective Allocations of the Owner and the Developer and the consequent Deeds of Conveyance shall be prepared in a uniform basis and shall contain such terms, conditions, covenants and stipulations as are or would be mutually agreed upon between the Owner and the Developer. All such Agreements and the Deeds of Conveyance shall be prepared by M/s. S. K. Lath & Co., Advocates of the Owner and the Developer. The prospective purchaser of Owner and Developer shall pay their share of fees directly to M/s. S. K. Lath & Co.

ARTICLE - XV

ARBITRATION

17.1 All disputes or questions arising out of and/or in relation to this Agreement either during or after commencement of construction and/or completion of the said building or termination of this Agreement which may arise between the parties shall be referred to the sole arbitration of M/s. S. K. Lath & Co in accordance with and subject to the provisions of the law governing arbitration or any statutory modification or re-enactment thereof for the time being in force.

17.2 The Award of the Arbitrator shall be final and binding on the parties.

17.3 The Arbitrator shall also have power to award interest during the period of pendency of the matter before the Arbitrator and also for the period after making of the Award.

17.4 The Arbitrator is not required to give any reason for his Award or Awards.

ARTICLE - XVI

JURISDICTION

18. The High Court at Calcutta shall have the exclusive jurisdiction to entertain, try and determine all actions and proceedings arising out of and/or in relation to this Agreement.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT BASTU Land lying and situated at Corporation Premises No. 64/16, Mahatma Gandhi Road. Kolkata 700041, being a part of R.S. Dag No.588, in Mouza Sirity, J.L. No. 11, part of R.S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 and 194, Police Station Haridevpur (previously Thakurpukur), Kolkata Municipal Corporation, Ward No. 115, Assessee No. 41-115-06-1025-8. District 24 Parganas (South), total measurement 5 (five) Cottahs 11(eleven) Chittacks 38 (thirty eight) Square Feet more or less along with structure (25 years old) measuring about 2000 Square Feet standing thereon, TOGETHER WITH all singular the edifices, fixtures, courts, courtyards, compound areas, sewers, drains, way path, passages, fences, hedges, ditches, trees, walls, water, water courses, lights, liberties, privileges, easements and appendages whatsoever. Structure (25 years old, cemented) measuring 2000 Square Feet more or less and a map with Red border, hereto and butted and bounded in the following manner.

On the East : 20' feet wide common passage

On the West. : Premises No. 64/17, M.G. Road

On the North : Premises No. 64/15, M.G. Road

On the South : 20' feet wide Road Approx.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED

by the OWNER at Kolkata

in the presence of:

1. Shitza Dutta, Adec. 6A, K.S. Coy food celkata- 700001

Man Mil Madhay Construction(P)Ltd

Bo'dsand Adlika

(SHREE NIL MADHAV CONSTRUCTION PVT. LTD.)

Represented by its Director

BAIDYANATH ADHIKARY

2. Neha Mehla, Advocate 61, KS. Roy Road + Kal- 700001.

SIGNED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of:

1 Shilps Dutte, Adu. 64. a.s. Roy Road Kelleta - 700001.

PHOENIX DEALERS LLP

(PHOENIX DEALERS LLP)

Represented by its Partner

GAUTAM SUREKA

2. Neha MeNG, Advocate

Drafted by:

Kapil Latte

(Enrollment No. F-517/01)

M/s S.K. Lath Co., Advocates.

6A, K.S. Roy Road, 2nd floor,

Kolkata - 700001

Annexure "A"

SPECIFICATIONS:

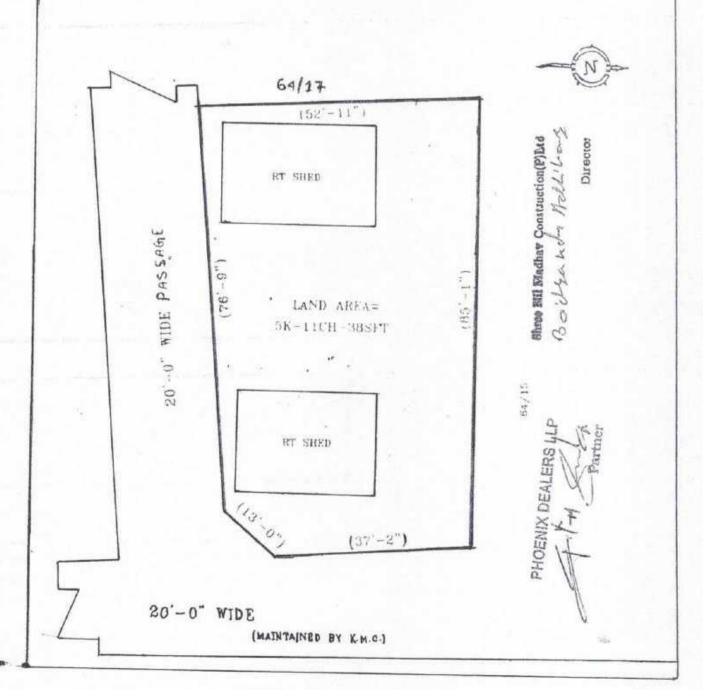
STRUCTURE:	RCC Framed Structure.			
EXTERIOR:	To Be Finished With Suitable Weather Proof Paint			
INTERIOR WALLS:	Bricks Wall with Cement Plaster and Pop Finish.			
LOOBY:	Elegant Vitrified Tiles.			
FLOORING:	Marble.			
PATHEWAY:	Elegant Coloured Pavers Block.			
STAIRWAY:	Marble.			
WINDOWS:	Anodized Aluminum Windows			
TOILET:	Marble Flooring, Gazed Ceramic Tiles up to 7ft Height on Walls.			
KITCHEN:	Heavy Duty semi Glazed Ceramic Tiles on Floor Glazed Ceramic Tiles up to 2 Ft. above dodo, Blac Granite Cooking Platform with Stainless Steel Sink.			
DOORS:	Decorative Wooden Panelled Doors in Main entrance with night latch. IS approved flush doors in Bed room kitchen, veranda toilet WC.			
HARDWARE:	Brass or Stainless Steel hardware fitting of reputed make.			
ELECTRICAL:	Concealed insulated copper wire modular switches, Cable TV, Telephone, intercom points in each flat.			
WATER SUPPLY:	24 Hours Uninterrupted.			
SANITARY FITTINGS & FIXTURES:	Ceramic basins & water closet of reputed make, wall mixture & other fittings of MARC.			
COMMON FACILITIES:	Five passenger lift. Standby Generator for lift & common area & emergency load for each flat at extra cost. Security goomty for 24 hour duty			

SITE PLAN

AT MOUZA-SIRITY, J.L. NO.-11, R.S. NO.-186, 29 & 194, PART OF R.S. DAG NO DEBT PART OF R.S. KHATIAN NO.-1091 & 1094 C.S. KHATIAN NO.-607, P.S. -HARIDEVINUM DIST.-SOUTH 24 PARGONAS, PREMISES NO.-64/16, MAHATMA GANDIII ROAD WASHING.-115, UNDER K.M.C. (S.S. UNIT) ASSESSEE NO.-41 115-06-1025 8

LAND AREA = 5K-11CH-30SFT (APX-)
TOTAL RIDH STRUCTURE AREA 2000 SFT (APX)

SCALE 1"=16'-0



SPECIMEN FORM FOR TEN FINGERPRINTS SI Signatures of the Neexecutants Presentants Little Ring Middle Fore Thumb (left hand) BAIDYANATH ADHIKARY Bodge ude Additions Thumb Fore Middle Ring Little (right hand) Little Ring Middle Fore Thumb (left hand) GAUTAM SUREKA Thumb Fore Middle Ring Little (right hand) Little Ring Middle Fore Thumb (left hand) Thumb Fore Middle Ring Little (right hand)



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

GRN:

19-202021-004995476-8

GRN Date:

30/07/2020 16:38:59

BRN:

2920605878616

202021296114126

Payment Mode:

Payment Gateway

BRN Date:

SBI ePay txn Date.

Credit Card-MASTER

SBI EPay-State Bank of

India New PG

30/07/2020 16:46:11 30/07/2020 16:45:55

DEPOSITOR'S DETAILS

SBI ePay txn No.:

Name:

PHOENIX DEALERS LLP

Contact No.

09831002380

E-mail: Address:

sureka1000@gmail.com 19 R N MUKHERJEE ROAD

User Type:

Buyer/Claimants

Query Year

ld No.: 2000831824/1/2020

Mobile No. +91 9831002380

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000831824/1/2020	Property Registration- Registration Fees	0030-03-104-001-16	35021
2	200083 f824/1/2020	Property Registration-Stemp duty	0030-02-103-003-02	9921
			Total Amount	44942

In Words:

Rupees Forty Four Thousand Nine Hundred Forty Two Only.

Endorsement For Deed Number: 1 - 190302924 / 2020

On 04-08-2020

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

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

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

Presented for registration at 13:13 hrs on 04-08-2020, at the Office of the A.R.A. - III KOLKATA by Mr. Gautam Sureka ...

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 87,62,284/-

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

Execution is admitted on 04-08-2020 by Mr BAIDYANATH ADHIKARY, DIRECTOR, SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 54A, Raja Ram Mohan Roy Road,, P.O:- Pachim Putiary, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700041

Indetified by Mr PRADIP KUMAR SINGH, . . Son of Mr B N SINGH, 6A, KIRAN SHANKAR ROY ROAD, P.O. GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Execution is admitted on 04-08-2020 by Mr Gautam Sureka, Partner, PHOENIX DEALERS LLP (LLP), 19, R.N. Mukherjee Road, Eastern Building, 1st F, P.O:- Bowbazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

indetified by Mr PRADIP KUMAR SINGH, , , Son of Mr B N SINGH, 6A, KIRAN SHANKAR ROY ROAD, P.O. GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 35,105/- (B = Rs 35,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 35,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/07/2020 4:46PM with Govt. Ref. No: 192020210049954768 on 30-07-2020, Amount Rs: 35,021/-, Bank: SBI EPay (SBIePay), Ref. No. 2920605878616 on 30-07-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2315, Amount: Rs.100/-, Date of Purchase: 20/07/2020, Vendor name: Srikant

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/07/2020 4:46PM with Govt. Ref. No: 192020210049954768 on 30-07-2020, Amount Rs: 9,921/-, Bank: SBI EPay (SBIePay), Ref. No. 2920605878616 on 30-07-2020, Head of Account 0030-02-103-003-02

Probir Kumar Golder ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA Kolkata, West Bengal

SI.No	From	To. with area (Name-Area)	
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	PHOENIX DEALERS LLP-9.47146 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	PHOENIX DEALERS LLP-2000.00000000 Sq Ft	

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	PHOENIX DEALERS LLP 19. R.N. Mukherjee Road, Eastern Building, 1st F, P.O:- Bowbazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAYFP5464H, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details

Name	Photo	Finger Print	Signature
Mr BAIDYANATH ADHIKARY Son of Late Miru Adhikar Date of Execution - 04/08/2020, , Admitted of Self, Date of Admission: 04/08/2020, Place of	by:		Bedy inth Dell-bry
Admission of Execution: Office	Aug 4 2020 1:35PM	LTI 04/08/2029	94/08/2029
Mark Dennel India DII	Roy Road, P.O Pach N - 700041, Sex: Male, PD. Aadhaar No: 73xxx	im Putiary, P.S:- By Caste: Hindu,	s DIRECTOR)
West Bengal, India, PII	Roy Road, P.O Pach N - 700041, Sex: Male, PD. Aadhaar No: 73xxx	im Putiary, P.S:- By Caste: Hindu,	: Representative, Representative of
West Bengal, India, PII PAN No.:: AUHPA2892 SHREE NIL MADHAV	Roy Road, P.O:- Pach N - 700041, Sex: Male, 2D, Aadhaar No: 73xxx CONSTRUCTION PRI Photo	im Putiary, P.S:- E By Caste: Hindu, xxxxxx4872 Status VATE LIMITED (a	: Representative, Representative of s DIRECTOR)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr PRADIP KUMAR SINGH Son of Mr B N SINGH 6A, KIRAN SHANKAR ROY ROAD, P.O GPO, P.S Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001	TE -		Brady Kusigh
	04/08/2020	04/08/2020	04/08/2020

Major Information of the Deed

Deed No :	I-1903-02924/2020	Date of Registration	04/08/2020	
Query No / Year	1903-2000831824/2020	Office where deed is registered		
Query Date	20/07/2020 11:03:33 AM	1903-2000831824/2020		
Applicant Name, Address & Other Details	S K LATH AND CO 6A, KIRAN SHANKAR ROY ROA BENGAL, PIN - 700001, Mobile N	AD, Thana: Hare Street, Distriction of the Control	ct : Kolkata, WEST	
Transaction		Additional Transaction	VENEZIA I	
[0110] Sale, Development agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Proper 35,00,000/-]	ement : 2], [4311] Other	
Set Forth value		Market Value		
		Rs. 87,62,284/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 10.021/- (Article:48(g))		Rs. 35,105/- (Article:E,	E, B)	
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	g the assement slip.(Urban	

Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone: (Kabar Danga More -- Karunamoyee Ghat Road (Premises located NOT on M.G. Road))... Premises No: 64/16, , Ward No: 115 Pin Code: 700041

Sch	Plot Number	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		5 Katha 11 Chatak 38 Sq Ft		82,29,784/-	Width of Approach Road: 20 Ft.,
	Grand	Total :			9.4715Dec	0 /-	82,29,784 /-	

Structure Details :

cture tails	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
and L1	2000 Sq Ft.	0/-	5,32,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Tiles Shed, Extent of Completion: Complete

Total:	2000 sq ft	0 /-	5,32,500 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED 54A, Raja Ram Mohan Roy Road,, P.O Pachim Putiary, P.S Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700041, PAN No.:: AASCS2236B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

आयकर विमाग INCOME TAX DEPAREMENT



भारत सरकार GOVT OF INDIA

स्थामी लेका संख्या कार्ड Permanent Account Number Card

AAYFP5464H

PHOEMIX DEALERS LLP



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PHOENIX DEALERS IJ.P

Partner

इस कार्र के सामि/पाने पर कुमवा पुरिस्त करें/संकरें,

Transfer Man

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जायकर विभाग INCOME TAX DEPARTMENT GAUTAM SUREKA

VIJAY KUMAR SUREKA

17/04/1974

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Signature Stella

भारत सरकार GOVE OF INDIA





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Tel-91 20.721 8782 Pt# 91 28:0721 8081



भारत सरकार GOVERNMENT OF INDIA



Gautom Sureka (Sautom Sureka সিত্তা : विकास মুরেকা Father : VUAY SUREKA কথ্য মূল / Year of Bath : 1974 মূহৰ / Made



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াবার - সাধারণ মানুষের অধিকার

Atin Sta



ভারতীয় নিশিষ্ট পরিচয় প্রাধিকরণ имовенрентискатом аменовых от имых

ট্রকান: ১, ২টাভ নোচন প্রচিমিট, বিচন ভিন্ন এল ও কেলকানে, শ্রমিনবান, ১০০০০ Address: 7, JATINDRA MOHAN AVENUE, Beadon Street S.O. Beadon Street, Kolkala West Bengal, 700006









P.O. Bry No. 1947 Beoggius 1950 001 आयकर विमाग



भारत सरकार GOVT OFINDIA

SHREE NIL MADHAY CONSTRUCTION PRIVATE LIMITED

TICS TCS

26/09/2012

Permanent Account Kumber

AASCS2236B

09112012

इत कार्डके खोने / धाने पर कृपया सुनित करें / सैटाएं: आयकर पैन सेक इकार्ड, एनएस की एस टीसरी मजील, प्रकार चेबसे, बानेर टीलेकोन एकार्वेज के नजदीक, बानेर पुना—411045

If this card is lost / someone's lost card is found, please inform / renains to:
Income Tax PAN Services Unit, NSDI,
Jrd Floer, Supplier Chambers,
Near Baner Telephone Exchange,
Baner, Pane - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081. o-mail. tmmfo/shedico.ie

Barden had Adlibery

Director





্ৰভাৱতীয় বিশিষ্ট পৰিচয় প্ৰাণিকৰণ

ভারত সরকার Unique Identification Authority of India Government of India

তালিকাকুমির আই চি / Enrollment No. : 1040/19791/29375

To Baidhya Nath Adhikary (ref or stilling) 139 MAHATMAGANDHI ROAD Paschim Putiari Kolkata West Bengal - 700041



KL210572025DF

21057202



আপনার আধার সংখ্যা/ Your Aadhaar No.:

7358 9022 4872

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার GOVERNMENT OF INDIA



Baidhya Nath Adhikary Sec. to weet Father: MIRU Adhikary

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7358 9022 4872

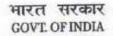


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आयकर विमाग INCOMETAX DEPARTMENT





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स्थायो लेखा संख्या कार्ड Permanent Account Number Card

AUHPA2892D

RAIDYANATH ADHIKARY

पिता का सम्/ Father's Name MIRU ADHIKARY

जन्म को समीख / Date of Birth

03/01/1977

Godpardopulage

started Signature



7052077

इस कार्ड के खोने / पाने पर कृषया सुचिता करें / सीटाएं आयकत पैन सेवाइकाई, एन एस बी एक 5 ची मंजिल, मंत्री फर्टीली, प्रशेट ने, 341, सर्वे ने, 997/8, मोजल कार्लो मी, दीप बंगला चीक के पास, पूर्ण – 411-516.

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL 5th floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pute – 411.016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 c-mail: timmfo@nsdf.co.in

Bodya hoth follows

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নির্বাচকের নাম : গ্রদীপ কুমার সিং

Elector's Name : Pradip Kumar Slegb

পিতার নাম : ব্রহ্ম নাথ সিং

Father's Name : Bramha Nath Singh

পিন্ন / Sex : পুং / M জন্ম ডারিন Date of Birth : XX / XX / 1983

Pradip Kumar Singh

GZG1944263

জিলানা: ৫এ কিলোন শব্দৰ নাম বোভ 45 হেনাৰ ছুটি কলকাতা 700001

Address: 6A KIRON SHANKAR ROY ROAD 45 HARE STREET KOIKATA 700001

Date: 14/00/2007 144-वज्याबाद निर्योगन स्परत्यंत्र निर्योगक निर्यान व्यक्तिहरूत वाष्परत्यं कनुष्कि Facsimile Signature of the Electoral Registration Officer for 144-Bara Bazar Constituency

জিকানা পানিবাৰ্তন মাল নামুল সভ্তিন বিভাগ বাদে তেনি কাৰে কাৰ্যন মালে পানুন সাহিত্ৰ পানিচাৰ পা

SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED

54 A, RAJA RAM MOHAN ROY ROAD, MUCHIPARA

KOLKATA-700041

CIN U45400WB2012PTC186468

Minutes of the Proceedings of the meeting of the Board of Directors of M/S SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED held at the Registered office on 31st July, 2020 at 4:00p.m.

The Board decided to authorize Sri Baidyanath Adhikary, directors of the company, to sign the Registered Joint Development agreement and Registered Power of Attorney on behalf of the company, against premises no.64/16 Mahatma Gandhi Road, Kolkata-700041

RESOVED that Sri Baidyanath Adhikary is hereby authorized to sign/execute necessary documents in relation to Registered Joint Development Agreement and Registered Power of Attorney to M/S Phoenix Dealers LLP,ID no.AAR-7447,PAN:AAYFP5464H

Shree Nil Madhay Construction(P)Ltc

Shree Nil Madhay ConstJuction(P)Lto SantoSh Showner.

CHAIRMAN

Sd/-

Shree Nil Madhay Construction(P)Li. Boidge hote Adibas

Director

