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Shree Real Projects P Ltd  
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S. CHATTERJEE  
Member Secy (Member)  
C.C. Court  
28 J. K. S. Road (North, Kolkata)



Amit  
(Amit Monaktala)



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
17 JUL 2017

Identified by me  
Sudarsana Das  
Advocate  
High Court, Calcutta

Enrol No. F/1517/1052/2017

by faith Hindu, by occupation Business, working for gain at the aforesaid office, in pursuance of the Board Resolution dated 2<sup>nd</sup> September, 2016, of the **One Part**;

**And**

**Shree RSH Projects Private Limited** (Income Tax PAN – AAOCS3902Q), a company within the meaning of the Companies Act, 2013 and having its registered office at 20, Lee Road, Post Office - Lala Lajpat Rai Sarani, Police Station - Bhowanipore, Kolkata –700020, hereinafter referred to as the **"Developer"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor/s or successor/s-in-interest and assigns), represented by one of its Directors, Mr. Mrinal Nandi (Income Tax PAN – ABQPN3351C), son of Biswanath Nandi, by faith Hindu, by occupation Service, working for gain at the aforesaid office, in pursuance of the Board Resolution dated 1<sup>st</sup> November, 2016, of the **Other Part**.

**Whereas:**

(a). West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as **"HIDCO"**), a Government of West Bengal company incorporated under the Companies Act, 1956 is the absolute owner of land measuring 8093.60 square metres (equivalent to 2 acres) be the same little more or less being Plot No. IID/10 in Action Area – IID of Newtown, Kolkata as described in the First Schedule hereunder written (hereinafter referred to as **"the Land"**).

(b). By a Lease Deed dated 23<sup>rd</sup> March, 2015 made between HIDCO, therein referred to as the Lessor of the one part and Topsel, therein referred to as the Lessee of the other part and duly registered with the Office of the Additional District Sub Registrar, Rajarhat in Book – I, CD Volume No. 8, pages from 3633 to 3663, being No. 04080 for the year 2015 (hereinafter referred to as the **"Head Lease"**), HIDCO granted lease of the Land to Topsel for a period of 99 (ninety nine) years commencing from the date of Head Lease in consideration of the premium, annual rent and on the terms and conditions therein contained which inter-alia provides as follows:-

- (i). Topsel shall use the Land exclusively for the purpose of constructing building thereon at its cost in conformity with the building rules & regulations as applicable in Newtown, Kolkata and other Rules and Regulations as prescribed or might be framed from time-to-time according to the plans, specifications, elevations designs and sections sanctioned by the competent authority;
- (ii). The Land and the structure thereon shall be used for establishing a "Multi Car Facility Showroom" and other activities allied thereto under the principal use "Mercantile-Retail" and no part of such building shall be used for any other purpose;
- (iii). Topsel shall commence construction within 6 (six) months from the date of delivery of possession and complete the construction and commission of the project proposed to be set up on the Land within a period of 60 (sixty) months from the date of delivery of possession;
- (iv). Topsel shall be liable to make all payments towards taxes, fees, rates, any other imposition etc. that may be levied by any local authority (in future) on the Land with effect from the date of Head Lease;
- (v). There shall be an option of renewal of the Head Lease on such terms and conditions as may be mutually agreed between HIDCO and Topsel and included in the such renewal lease deed;
- (vi). Topsel shall not sub-divide the Land / or any part thereof but shall have the sub-lease / sub-letting right's not amounting to complete assignment of Topsel's right, title and interest and for such purpose the 'NOC' is deemed to have been given 'in principle' keeping the principal use unchanged;

(vii). Topset shall not assign, alienate or transfer the Land or any part thereof without prior written permission from HIDCO who reserves the right to refuse such proposal considering its merit and on receipt of such payments as may be determined by the HIDCO;

(viii). Topset shall have the right to mortgage the lease hold interest only (and not the demised plot of land itself) which may be deemed to have been given by HIDCO to Topset, provided the mortgage is made in favour of RBI recognised Bank/Financial institution (not Non-Banking Financial companies) only.

(c). Pursuant to the Head Lease, HIDCO also handed over possession of the Land to Topset vide Memorandum of Possession, dated 20<sup>th</sup> April, 2015.

(d). As such, Topset holds leasehold rights and is seized and possessed of and/or otherwise well and sufficiently entitled to the Land for a period of 99 years (commencing from 23<sup>rd</sup> March, 2015).

(e). The Developer is *inter-alia* engaged in the business of real estate development and is interested to jointly develop with Topset, a "Multi Car Facility Showroom" and spaces for other activities allied thereto under the principal use "Mercantile-Retail" on the Land in conformity with the building rules & regulations as applicable in Newtown, Kolkata.

(f). Prior to this Agreement, the Developer has made necessary searches and investigation concerning Topset's title to the said Land and upon being fully satisfied, the Developer has discussed with Topset, the terms and conditions upon which the aforesaid development on the Land will be undertaken and also paid an advance of Rs.8,78,05,504/- (Rupees eight croresseventy eight lacs five thousand five hundred and four only)to Topset which has been adjusted as non-refundable security deposit under this Agreement.

(g). Both parties have agreed to enter into this Agreement for development and implementation of the Project (as defined herein), subject to and on the terms and conditions set forth hereinafter.

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

### **Clause 1**

#### **Definitions & Interpretations**

1.1. In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:

**"Agreement"** shall mean this Joint Development Agreement including all its schedules, modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the parties in writing;

**"Architect"** shall mean such architect or firm of architects whom the Developer may, from time-to-time appoint for designing and planning of the Project with the written consent of Topsis;

**"Building Plan"** shall mean the plans prepared by the Architect for construction of the Project and shall include any amendments thereto or modifications thereof made or caused by the Developer as per law;

**"Common Areas and Facilities"** shall mean and include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, generator room and other spaces and facilities whatsoever required for the establishment and enjoyment of the units / spaces in the buildings forming part of the Project, as agreed and earmarked by the parties;

**"Developer"** shall have the meaning attributed thereto in the array of parties

as set forth in the nomenclature hereinabove;

**“Developer’s Allocation”** shall mean the areas in the Project as described in the Second Schedule hereunder written to be allocated to the Developer by way of sub-lease (from Topsel to the Developer or its nominees / transferees) for the unexpired lease period together with the right to use the Common Areas and Facilities;

**“Floor Area Ratio” or “FAR”** shall mean the floor area ratio available for construction of buildings on the Land according to the prevailing rules, regulations of the Municipal / Sanctioning Authority and/or other statutory authorities;

**“Force Majeure”** means, act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government acquisition or requisition, inability to act due to government action, interruption and/or shortage of supply of goods and construction materials, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the party affected to the other party within a reasonable time;

**“Land”** shall have the meaning set forth in Recital (a) herein;

**“Project”** shall mean the design, development and construction of new building on the Land for establishing a Multi Car Facility Showroom and spaces for other activities allied thereto under the principal use “Mercantile-Retail” (comprising various self-contained independent units) alongwith car parking areas, necessary infrastructure and Common Areas and Facilities in accordance with the Building Plan to be sanctioned by the Sanctioning

Authority and other permissions, clearances from the concerned authorities;

**"Sanctioning Authority"** shall primarily mean New Town Kolkata Development Authority and/or any other statutory authority (ies) entrusted by the Government to sanction the Building Plan in respect of the Project;

**"Security Deposit"** shall have the meaning as set forth in Clause 4 herein;

**"Topsel"** shall have the meaning attributed thereto in the array of parties as set forth in the nomenclature hereinabove;

**"Topsel's Allocation"** shall mean the areas in the Project as described in the Third Schedule hereunder written to be allocated to Topsel together with absolute leasehold rights in the Land and the Project to be constructed thereon;

**"Transferee"** shall mean a person to whom any unit or any part or portion of the buildings in the Project will be sub-leased.

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

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

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

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



**Clause 2****Purpose & Commencement**

2.1. This Agreement describes the terms and conditions for implementation of the Project and outlines the key roles and responsibilities of the parties herein and also the entitlements of each party. Each party shall carry out and perform its obligations in accordance with the terms and conditions set out in this Agreement, aimed at the implementation of the Project.

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

**Clause 3****Development Rights & Consideration**

3.1. Topsoil hereby grants exclusive right to the Developer to develop the Land by constructing the Project thereon in accordance with the Building Plan to be sanctioned by the Sanctioning Authority and the Developer undertakes to develop the Land by constructing the Project thereon and utilizing the entire FAR available on the Land at its own cost and expense.

3.2. The Developer shall complete and commission the Project within 3<sup>rd</sup> April, 2020. It is clarified that the Project shall be deemed to be complete only when the Full Completion Certificate is issued by the Sanctioning Authority and the date of issuance of the said Full Completion Certificate shall be considered as the Project completion date. If the Project is not completed and commissioned by the Developer within 3<sup>rd</sup> April, 2020 and any fees or penalty by whatever name called is imposed by HIDCO for grant of extension of time to complete and commission the Project then in such case, the said fees or penalty shall be shared by the both the parties on pro-rata basis (as per the area allocated to them respectively).

3.3. The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the Fourth Schedule hereunder written.

3.4. Upon completion of the Project, the Developer shall make available Topsoel's Allocation to Topsoel and thereafter Topsoel shall have the exclusive right to retain and/or sub-lease / sub-let the same or otherwise deal with it in any manner it deems fit and appropriate (as per the provisions of the Head Lease).

3.5. In consideration of the Developer having paid the Security Deposit to Topsoel (as provided in Clause 4 herein) and constructed and completed the Project at its own cost and expense and made over vacant possession of Topsoel's Allocation to Topsoel first, the Developer shall be entitled to the Developer's Allocation which will be sub-leased by Topsoel to the Developer or its Transferee/s for the unexpired lease period in the manner as provided herein.

#### **Clause 4**

##### **Security Deposit**

4.1. To secure the obligations of the Developer under this Agreement, the said sum of Rs.8,78,05,504/- (Rupees eight croresseventy eight lacs five thousand five hundred and four only)paid by the Developer to Topsoel prior to this Agreement as advance is adjusted as non-refundable security deposit (**Security Deposit**), the receipt whereof Topsoel hereby as well as the receipt hereunder written admit and acknowledge.

4.2. Henceforth, the Developer shall have no claim against Topsoel in respect of the Security Deposit, save and except as mentioned in Clause 6.1 herein.

#### **Clause 5**

##### **Sanction of Building Plan**

5.1. The Developer along with the Architect shall prepare the Building Plan in consultation with Topsoel and Topsoel shall sign the Building Plan as may be required for submission of the same to the Sanctioning Authority for sanction. The Developer

shall cause all such changes in the Building Plan as shall be required by the Sanctioning Authority and/or to comply with any sanction, permission, clearance or approval as shall be required from any authority for construction and completion of the Project and keep Topset informed of all such developments.

5.2. All applications, plans, documents and other papers shall be submitted by the Developer in the name of Topset, and the Developer shall pay and bear all expenses for submission of Building Plan and other documents etc. and other like fees, charges and expenses (including architects fee) required to be paid or deposited for sanction of the Building Plan or otherwise to obtain sanction for the construction and completion of the Project on the Land.

5.3. Topset shall grant to the Developer and/or its nominee or nominees a registered Specific Power of Attorney as may be required for the purpose of obtaining sanction of Building Plan and all necessary permissions and sanctions from different authorities in connection with the development and construction of the Project and also for pursuing the connected matters with such authorities.

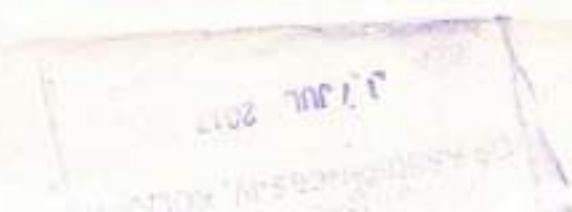
5.4. The Developer shall ensure to obtain sanction of the Building Plan within a reasonable period from the date hereof and shall make its best endeavor to utilize the entire available FAR on the Land.

5.5. Within 60 (sixty) days from the date of the sanction of the Building Plan by the Sanctioning Authority, both Topset and the Developer shall duly earmark their respective allocations in the proposed Building by demarcating their respective portions with proper colour in the copy of the sanctioned plan and countersigned by the parties.

#### **Clause 6**

#### **Event of Non- Sanction**

6.1. In case the entire FAR available on the Land as per the prevailing rules and regulations is not sanctioned by the Sanctioning Authority within 12 (twelve) months from the date of this Agreement or such other date as may be mutually decided by the



parties in writing for any reason whatsoever, then Topsel at its discretion shall be entitled to cancel this Agreement after giving 7 (seven) days written notice to the Developer and Topsel shall be liable to refund the Security Deposit in full without any interest to the Developer within 15 (fifteen) days from the effective date of such cancellation. Alternatively, Topsel with full co-operation of the Developer shall be entitled to attempt for obtaining the sanction of the Building Plan with the entire FAR on the Land within 6 (six) months of the aforesaid date and the Developer shall reimburse all costs incurred by Topsel for sanction of the Building Plan at actuals, if obtained. If the Building Plan is not sanctioned within the aforesaid period of 6 (six) months then this Agreement shall automatically stand terminated unless mutually extended by both the parties in writing.

6.2. Simultaneously with the refund of the Security Deposit to the Developer as mentioned above, the parties shall execute a cancellation agreement (to terminate this Agreement) and also register the same and thereafter, all authorities/powers conferred by Topsel in favour of the Developer shall automatically stand cancelled and revoked and both the parties shall have no claim against each other under this Agreement.

#### **Clause 7**

##### **Representations and Covenants of Topsel**

Topsel hereby declares and covenants with the Developer as follows:-

7.1. Topsel holds leasehold right of the Land for a period of 99 years from the date of Head Lease and the Land can be used only for the purpose it has been leased by HIDCO to Topsel as provided in the Head Lease and also in Recital (a) herein.

7.2. The Land is free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.

7.3. Topsel has the absolute right and authority to enter into this Agreement with the Developer in respect of the Land.

7.4. During the subsistence of this Agreement, TopseI shall neither transfer / sublease the Land nor at its instance create any charge, encumbrance of whatsoever nature on the Land.

7.5. All rates, taxes, assessments and outgoings in respect of the Land till the date of this Agreement shall be borne and paid by TopseI.

### **Clause 8**

#### **Representations and covenants of the Developer**

The Developer hereby undertakes and covenants with TopseI as follows:

8.1. In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Building Plan and other approvals and the provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.

8.2. All costs, charges and expenses for the development, construction and implementation of the Project till its completion (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.

8.3. The Developer shall obtain necessary permissions [including registration and permission under West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and Real Estate Regulation and Development Act, 2016] and comply with all applicable laws, clearances etc. to perform its obligations under this Agreement.

8.4. The Developer shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

8.5. The Developer shall indemnify, protect, defend and hold harmless TopseI and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.

8.6. The Developer acknowledges and recognizes that time is the essence of this Agreement and that the performance of its obligations shall be construed accordingly.

8.7. The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

8.8. The Developer shall not transfer and/or assign this Agreement without the consent of TopseI in writing.

8.9. Save and except the sub-lease of the units in the Project to be made jointly by both the parties as mentioned herein, the Developer shall not sell, lease, gift, exchange, mortgage, transfer or alienate in any other manner any part or portion of its allocation in the Project and/or the Land.

8.10. The Developer shall not initiate any proceedings/litigation against third parties in any Court or other legal authorities in exercise of the authority given to the Developer under this Agreement without written consent of TopseI.

8.11. The Developer shall comply with the requirements and requisitions of the Sanctioning Authority and other authorities relating to the construction of the Project and to obtain necessary approval/s, consent/s and license/s from the appropriate authorities as and when required.

8.12. The Developer shall not employ (directly or indirectly) any child labour for carrying out construction work at the Land.

8.13. The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, damage, interference to the occupiers of the adjoining or neighbouring lands or to the public.

8.14. The Developer shall not permit or allow use of the Land and the Project thereon during the pre and post construction stage for any illegal or immoral purposes.

8.15. The Developer shall not permit or allow any encroachment in the Land during the construction of the Project and shall notify Topsoil immediately upon becoming aware of any such encroachment being made or attempted.

8.16. The Developer in consultation with Topsoil shall make proper arrangement for the security of the Land and while carrying out the construction of the Project, maintain such hoardings, fences, safeguards and lighting as may be necessary or desirable in the interest of public safety.

8.17. The Developer shall ensure that upon completion of the Project, all surplus materials, rubbish, and waste are cleared of and removed from the Land as well as roads and pavements adjoining the Land.

8.18. The Developer shall pay the municipal tax, water and all other taxes as being paid by Topsoil, from the time the Developer is given right of way and access to the Land till the completion of the Project.

#### **Clause 9**

#### **Mutual Covenants**

9.1. The Service Tax or the Goods and Services Tax (upon coming in to force) or any alike tax, after input credit as the case may be payable on this Agreement shall be shared between Topsoil and the Developer in the ratio of 18:82 respectively.

9.2. The Service Tax or GST collected from the purchasers against sub-lease of both Topsel's Allocation and Developer's Allocation shall be deposited by the respective party with the concerned authority.

9.3. The annual lease rent payable to HIDCO after completion of project shall be recovered by Topsel from the occupiers proportionately.

9.4. The Developer may take construction loan from any RBI recognized Bank/Financial Institution (not Non-Banking Financial companies) as specified by HIDCO in the Head Lease against security / mortgage of Developer's Allocation only for the purpose of implementing the Project. It's clarified that such security / mortgage shall not affect Topsel or its allocation in any manner whatsoever.

#### **Clause 10**

##### **Access to the Land**

10.1. Topsel shall give the right of way and access of the Land to the Developer for development of the Project upon sanction of the Building Plan.

10.2. Within 120 (one hundred and twenty) days from the date of the Building Plan being sanctioned by the Sanctioning Authority and the Developer having obtained other necessary permissions, approvals and sanctions, the Developer shall be entitled to commence, carry out and complete the construction of the Project as per the Specifications fully mentioned in the **Fourth Schedule** hereunder written.

10.3. The Developer shall be entitled to the right of way and access of the Land for the purpose of construction and allied activities during the subsistence of this Agreement and until such time the Project is completed in all respects. During such period, Topsel shall not prevent the Developer or in any way interfere with the construction of the Project on the Land, except in such circumstances when Topsel has reasons to believe that the Developer is not carrying out its function in terms of this Agreement.



10.4. The Developer shall put TopseI in possession of TopseI's Allocation complete in all respects not later than 3<sup>rd</sup> April, 2020.

10.5. Upon completion of the construction of the Project in all respects, the Developer shall send a notice to TopseI for taking possession of TopseI's Allocation along with the full completion certificate issued by the Sanctioning Authority and the certificate from the Architect inter alia certifying that the construction has been done in accordance with the Building Plan and as per Specifications mentioned in this Agreement. Upon receipt of the notice, TopseI shall inspect TopseI's Allocation and shall notify the structural defects, if any, to the Developer who shall rectify such defects so notified at its own cost to the satisfaction of TopseI. TopseI shall take possession of TopseI's Allocation within 7 (seven) days from the date of receipt of the notice of possession if there being no structural defect or within 7 (seven) days from date of satisfactory rectification of such defects, as the case may be.

10.6. Within a period of 12 (twelve) months from the date of possession or till such period as provided under the applicable laws, if TopseI and/or the Transferee/s brings to the notice of the Developer any structural defect/s in respect of TopseI's Allocation and/or any space / unit respectively in the Project and if such defect is solely attributable to the Developer's default then such defect/s shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defect/s, then TopseI and/or the Transferee/s shall be entitled to receive from the Developer reasonable compensation for such defect/s. If any alteration work is carried out by TopseI in TopseI's Allocation or by the Transferee/s in the space / unit allotted to them, without the written consent of the Developer, the defects liability automatically shall become void. The word "defect" means only the structural defect/s caused on account of willful act/ negligence on the part of the Developer.

## **Clause 11**

### **Sub-lease and Association formation**

11.1. Upon completion of the Project, both parties shall be entitled to retain, sublease or otherwise deal with its respective allocations in conformity with the Head

Lease and in the manner as mentioned herein. Except sub-lease, no other form of transfer such as by way of sale, gift, exchange or alienation in any other manner whatsoever in respect of any part or portion of the Project and/or the Land in violation of the Head Lease shall be made by the parties for its respective allocations.

11.2. Topsel shall be entitled to sub-lease / sub-let or otherwise deal with Topsel's Allocation without interference or obstruction from the Developer, for which purpose Topsel shall be entitled to enter into agreements and arrangements and no further consent of the Developer shall be required.

11.3. Similarly, the Developer shall also be entitled to sub-lease/ sub-let or otherwise deal with the Developer's Allocation without interference or obstruction from Topsel, for which purpose the Developer shall be entitled to enter into agreements and arrangements in its own name as well as in the name of Topsel and no further consent of Topsel shall be required, and these presents by itself shall be the consent of Topsel in that regard. The Developer however, shall neither sub-lease any part or portion of the Developer's Allocation nor part with the possession of the Developer's Allocation (except temporary possession for fit outs etc.) till the full completion certificate in respect of the Project is obtained from the Sanctioning Authority and possession of Topsel's Allocation is handed over to Topsel first.

11.4. All agreements, deeds (including allotment letter, sub lease deed, and/or other agreements, deeds, documents etc.) pertaining to allotment and/or sub-lease of space / units in Topsel's as well as Developer's Allocations shall be drafted and approved by the parties in consultation with each other.

11.5. Topsel shall be made a party to the deed of sub-lease which shall be executed by the Developer to sub-lease / sub-let the units / spaces under the Developer's Allocation, and similarly if deemed necessary by Topsel, the Developer shall also be made a party to the deed of sub-lease which shall be executed by Topsel to sub-lease / sub-let the units / spaces forming part of Topsel's Allocation.

11.6. After sanction of the Building Plan and other necessary approvals, Topsel shall execute a specific power of attorney in favour of the Developer to enter into agreement/s for sub lease or similar memorandum with the prospective transferee/s in respect of the Developer's Allocation and the Developer shall have the right to receive, realize, and collect all moneys, advance premium including the consideration money that may become receivable to the Developer and Topsel shall have no right or claim whatsoever or howsoever over and in respect thereof. The Developer however, shall not sub-lease / sub-let any part or portion of the Developer's Allocation and neither part with the possession of the Developer's Allocation - (i) till the full completion certificate in respect of the Project is obtained from the Sanctioning Authority and (ii) Topsel is handed over possession of Topsel's Allocation in terms of clause 10.5 of this Agreement. Similarly after sanction of the Building Plan and other necessary approvals, the Developer shall also execute a specific power of attorney authorizing Topsel to enter into agreement/s for sub lease or similar memorandum with the prospective transferee/s in respect of Topsel's Allocation together with the right to receive, realize, and collect all moneys, advance premium including the consideration money that may become receivable to Topsel on which the Developer shall have no right or claim whatsoever or howsoever over and in respect thereof.

11.7. Topsel shall execute a Power of Attorney in order to enable, empower and authorize the Developer to sub-lease the Developer's Allocation simultaneously upon handing over possession of the Topsel's Allocation in terms of clause 10.5 of this Agreement, and similarly the Developer shall also execute a Power of Attorney in order to enable, empower and authorize Topsel to sub-lease Topsel's Allocation.

11.8. The stamp duty, registration fee and other incidental costs in respect of the power of attorneys as mentioned in Clauses 11.6 and 11.7 will be shared between the Developer and Topsel on a pro-rata basis.

11.9. In case of any discrepancy regarding computation of the total built up / super-built up area of either party's Allocation or the buildings in the Project then such

discrepancy shall be referred to the Architect and the decision of the Architect shall be final, conclusive and binding on the parties.

11.10. Topsel hereby allows, empower and authorize the Developer and its men, officials, employees and representatives to do all such deeds, things and acts necessary to effectively carry out and complete the construction of the Building.

11.11. After registration of the deeds of sub-lease of all the units / spaces under the Developer's Allocation or at any time thereafter, as Topsel and the Developer may jointly deem fit and proper, the Developer will take steps for formation of the association of the unit owners of the Project (hereinafter referred to as the "**Association**") in accordance with the provisions laid down under the West Bengal Apartment Ownership Act, 1972. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc., of the Common Areas and Facilities. The name of the Association shall be jointly decided by Topsel and the Developer.

11.12. Topsel, the Developer along with its respective Transferee/s shall join for forming and registering an Association under the West Bengal Apartment Ownership Act, 1972 and for this purpose they shall execute the Deed of Declaration and/or necessary documents as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereto for the formation and registration of the Association of Apartment Owners, and for becoming a member thereof. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the Topsel, Developer and its respective Transferee/s.

11.13. The maintenance of the Project shall only be made over to the Association formed by the Developer and thereafter the Association shall be responsible for the maintenance of the Project. The Developer, after formation of the Association, shall hand over the balance funds such as maintenance charges, etc. already collected from the Transferee/s to the Managing Committee of the Association and shall also provide audited accounts for the same from the Developer's auditor as up-to that date.

**Clause 12**  
**Common Areas and Facilities**

12.1. As soon as the Project is completed in all respects and full completion certificate is issued by the Sanctioning Authority, the Developer shall give a written notice to Topsisel for taking possession of Topsisel's Allocation in the Project. From the date of service of such notice and for all times thereafter, the parties shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter referred to as the "said Rates") payable in respect of their respective allocations, and the said Rates to be apportioned pro-rata with reference to the built up / super built up area of the building/s in the Project, if they are levied on the said building/s as a whole.

12.2. From the date of service of notice of possession, Topsisel shall pay to the Developer or the Association, service charges for the Common Areas and Facilities in the Project with respect to the Topsisel's Allocation. The said charges will include appointment of security guards, sweepers, caretaker, taxes, electricity for the common parts of the Project, sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the Project and of all common wiring, pipes, electrical and mechanical equipments, switchgear, transformers, generators, pump motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passageways, lift shafts, insurance premium/ charges and other common facilities whatsoever.

12.3. Upon sub-lease of any part of the Topsisel's Allocation in the Project, Topsisel shall give notice of sub-lease to the Developer and the transferee(s) shall subject to the other provisions hereof be responsible in respect of the space transferred to pay the said Rates and the service/maintenance charges for the Common Facilities.

12.4. The Developer shall in consultation with Topsis and with its prior approval, frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally kept in the deeds of sub-lease.

### **Clause 13**

#### **Default in completion of the Project**

13.1. If the Developer fails to complete the Project within 3<sup>rd</sup> April, 2020 then in such event the Developer shall pay to Topsis, liquidated damages at the rate of Rs. 25,00,000/- (Rupees twenty five lacs only) per month for the subsequent 12 (twelve) months till such time the construction of the Project is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the Project due to Force Majeure. In case the Developer fails to pay the liquidated damages mentioned herein for two consecutive months or part thereof then Topsis shall be entitled to terminate this Agreement after giving written notice to the Developer. It is clarified that the completion of the construction of the Project shall mean the completion of construction in all respects and issuance of the full Completion Certificate or Occupation Certificate by the Sanctioning Authority.

13.2. In the event the Developer is unable to complete the proposed Project within 2<sup>nd</sup> April, 2021 for any other cause other than the reasons set out in the Clause 13.1 above, then Topsis at its sole discretion shall be entitled to terminate this Agreement.

13.3. Upon termination of the Agreement as stipulated in this Clause 13.2 above –

13.3.1. Topsis shall be entitled to enter and take possession of the incomplete buildings on the Land entirely under its control and get the unfinished work of the Project completed at its sole discretion and the Developer shall have no right whatsoever to interfere with the activities of Topsis in this regard, and it is further clarified that all authorities/powers conferred by Topsis in favour of the Developer shall automatically stand cancelled and revoked; and

13.3.2. Topset shall be entitled to continue with the Architect appointed for the Project or replace the Architect (as mentioned in Clause 1.1 herein) with a new architect of its choice for the Project and get the estimate of the cost and expense to be further incurred for completing the unfinished construction of the Project in all respects, and the Developer shall reimburse 100% of such cost and expense as evaluated and certified by the architect to Topset before taking or seeking possession and/or sub-lease of any portion of the Developer's Allocation.

13.3.3. After completion of the said unfinished work of the buildings in the Project in all respects, Topset shall prepare the final accounts after taking into account the following:

- (i) Non-refundable security deposit received from the Developer in pursuance of this Agreement;
- (ii) Security Deposit realized by Topset in respect of Developer's Allocation,
- (iii) Liquidated damages for 12 (twelve) months (as mentioned in Clause 13.1 hereto),
- (iv) 100% of the cost as evaluated and certified by the Architect appointed by Topset for completing the unfinished construction of the Project complete in all respects which is to be reimbursed by the Developer to Topset, and
- (v) all losses, damages, liabilities, fines, penalties that is incurred or suffered by or caused to or levied or imposed on Topset or Topset's Allocation, and it is expressly clarified that all claims, liabilities, fines and penalties etc. imposed or to be levied in respect of the Developers Allocation shall be solely borne and met by the Developer separately.

13.3.4 After taking into account the aforesaid, any surplus/ deficit amounts (as the case may be) shall be settled and paid by the party liable before handing over possession of Developer's Allocation to Developer or its transferee/s.

**Clause 14**  
**Miscellaneous**

14.1. Topsisel and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Topsisel and the Developer or as a joint venture or joint ventures, nor shall Topsisel and the Developer in any manner constitute an association of persons. Each party shall keep the other indemnified from and against the same.

14.2. Topsisel and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.

14.3. Nothing in these presents shall be construed as a sale / transfer / lease / sub-lease or assignment in law by Topsisel in respect of the Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer other than exclusive right to the Developer to commercially exploit the same in terms hereof.

14.4. The Transferee/s shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the units / space in the Project proposed to be sub-leased in his/her/its favour as per prevailing banking laws.



14.5. Before the expiry of the lease in respect of the Land under the Head Lease, Tonsel shall make its best endeavor for renewal of the lease of the Land and the parties hereby unconditionally and irrevocably agree that they shall observe, perform and fulfill all the terms, conditions, stipulations and covenants imposed on Tonsel for such renewal.

14.6. Both parties as well as its respective Transferee/s shall observe, perform and fulfill all the terms, conditions, stipulations and covenants as contained in the Head Lease and / or any modifications thereof.

14.7. The parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.

14.8. This Agreement sets forth the entire agreement and understandings between the parties relating to the Land and the Project to be developed thereon and merges all prior discussions and agreements on the same.

14.9. In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever, the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.

14.10. The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Developer.

14.11. Save and except the situation mentioned in Clauses 6 and 13 hereto, this Agreement cannot be terminated and shall come to a natural end upon full and complete discharge of the obligations and responsibilities of the parties and completion of the acts, deeds, things mentioned herein.

**Clause 15****Indemnity**

15.1. Topsel shall indemnify, defend, save and hold harmless the Developer against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in leasehold title and interest of Topsel in the Land and/or (ii) breach by Topsel of any of its obligations under this Agreement or any related agreement, which has any material adverse effect on the Developer's obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Developer, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Developer.

15.2. The Developer shall indemnify, protect, defend and hold harmless Topsel and its officers, employees, staff and agents from and against any and all demands, claims, suits and causes of action and any and all liability (whether civil or criminal), costs, expenses, settlements and judgments of whatever kind and nature arising out of the failure of the Developer or its contractors, employees, staff, workmen etc. to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.

**Clause 16****Notices, Correspondence and Communication**

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

Representative of Topsel	:	Mr Amit Manaktala
Address	:	25 Ganesh Chandra Avenue, Kolkata 700013
Mobile No	:	9830532220
Email	:	topsel@vsnl.com

Representative of the Developer : Hitesh Dani  
Address : 20, Lee Road, Kolkata-700020  
Mobile No : 9830025335  
Email : hitesh@shreershgroup.com

16.2. Unless another address has been specified by a party hereto by a written notice to the other party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is fifteen (15) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

#### **Clause 17**

##### **Dispute resolution**

17.1. If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the parties to refer and resort to the process mentioned in Clause 17.2 below.

17.2. If the dispute or difference cannot be settled by employing the method stated in Clause 17.1 above within sixty (60) days, it shall be settled through arbitration by an arbitral panel consisting of three arbitrators, in which each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third and the presiding arbitrator.

17.3. In case a party fails to appoint an arbitrator within 30 (thirty) days after receipt of a written notice of the other party's intention to refer a dispute to arbitration, or in the event of two arbitrators appointed by the parties fail to identify the third arbitrator within 30 (thirty) days from the date of appointment of the arbitrator who last appointed amongst the two, such arbitrator shall be appointed by High Court at Calcutta on an application initiated by either of the parties.

17.4. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and

modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.

17.5. The venue of arbitration shall be Kolkata and the language of arbitration shall be English. Any decision/award given by the arbitral tribunal shall be final, conclusive and binding on the parties and the parties undertake to carry out such decision/award without delay.

**First Schedule above referred to:**

**(Land)**

All That piece and parcel of land measuring about 8093.6 square metres (equivalent to 2 acres) be the same or little more or less being plot no. IID/10 in Action Area – IID on street no. 1111(73.3 M. Wide) (M.A.R.) at New Town, Kolkata, Police Station New Town, District North 24 Parganas, presently in the Panchayat area falling within Mouza Recjuani, J.L. No. 13 under Rajarhat- Bishnupur – I, Gram Panchayat and butted and bounded as follows:

On the North	:	By HIDCO Land;
On the South	:	By Street no. 1111 (73.3 M. Wide) (M.A.R.);
On the West	:	By Plot No. IID/12;
On the East	:	By Plot No. IID/9.

**Second Schedule above referred to:**

**(Developer's Allocation)**

82% (eighty two percent) of the total super-built-up area (spread over 50% of the total super-built up area of the ground, mezzanine, first and second floors and remaining area on other floors of the new building) and pro-rata parking bays together with the right to use the Common areas and Facilities.

**Third Schedule above referred to:**

**(Topse's Allocation)**

18% (eighteen percent) of the total super built up area (spread over 50% of the total super built-up area of the ground, mezzanine, first and second floors and the remaining area on the third floor of the new building) together with pro-rata car parking bays.

The leasehold rights of the Land and the Project to be constructed thereon (including the Common Areas and Facilities) shall continue to vest with TopseL.

**Fourth Schedule above referred to:  
(Specifications)**

**Foundation/substructure:**

Pile foundation (depending on soil test report) with pile cap and Tie beam. Basement will be constructed with R.C.C. rafts and R.C.C. retaining walls with R.C.C. roof. Superior waterproofing system will be provided as per most modern system.

**Superstructure:**

R.C.C. framed structure construction with R.C.C. beams, slabs, columns, fins etc. Brick masonry works will be done by traditional clay bricks and also with Autoclave Aerated concrete blocks in cement mortar.

For R.C.C. structures, a combination of M25, M30 or even M40 grade of concrete will be used as per design with steel (TMT) bars of Fe 500 grade will be used as per the provision of National Building Code.

**Flooring:**

The following flooring items have been considered -

Best quality Indian marble, Flamed & pre-polished granite, High quality fully vitrified ceramic tiles, Wooden I bamboo flooring and polished Kota stone flooring at places. Commercial spaces and parts of offices space shall be mostly with Vitrified tiles. All toilets should be with non skid ceramic tile flooring and dados shall be with ceramic glazed tiles. Treads and risers of stair case will be with approved Kota stone, and inlay works will be with Jaisalmer yellow stones.

**Door:**

Aluminum glass doors, Flush doors will be with approved treated and Kiln seasoned Sal wood or teak wood frames including all brass fittings and fixtures. Flush doors shall be with solid core block boards, Veneered/laminated /commercial finishes shall indicated. Frameless glazed door, wooden and steel louvered doors at places, 2 hour fire rating doors at vulnerable locations.

**Window:**

Colour Anodised aluminum windows with minimum 5mm. thick clear float glass including fixture.

**Ceiling:**

12mm thick gypsum board ceiling fixed on G.I. frame work as per design and pattern shown in interior works to be executed as per approved vendors' specification. Recess and brackets for lighting fixtures as per interior concepts with aluminum grills for A.C. Acoustic board fixed on G.I. frame work for commercial portion. Gypsum Board ceiling on G.I. frame work for offices and corridors.

**Internal finish:**

Cement based wall care putty punning with acrylic emulsion paint over plaster surface for wall and ceiling. Textured paint as per interior concepts will be provided. Wall cladding with marble or granite provided in selected places.

**External finish:**

Structural glazing I Curtain wall and Weather proof anti-fungal paint to be provided as per facade treatment. Aluminium composite panel and Aluminium Sun louver system shall be provided as per elevation treatment. Brick tiles or porcelain mosaic tiles cladding on plastered surfaces fixed with approved chemical adhesive.

**Sanitary fittings & fixtures:**

Porcelain basins and water closet of reputed brands (conforming to L.S.I.) C.P. fittings of reputed brands (conforming to LS I) as per design, compact laminated partitions for toilets.

**Electrical work:**

The distribution network has been envisaged from 33/0.433 KV compact substation and thereafter through 433/23QV system. Building network will be executed through concealed conducing.

**Sewerage and drainage system:**

HCI pipes to be used for soil down comers, SWG, RCC NP2, Pipes shall be used for tank sewers and branch sewer or drainage lines with suitable manholes etc. provided at appropriate points. Rain water drainage shall also be through R.C.C. pipes discharged to the nearest municipal main drainage system.

**Plumbing & water line:**

UPVC pipe used for rain water down pipes, G.I. medium grade pipe for branch and trunk water supply system with brass or gunmetal control valves. G.I pipes (I.S.I marked) for water supply for firefighting system with brass control valves.

**Firefighting & fire alarm system:**

As per West Bengal Fire Service norms all fire service requirement will be provided.

**External water, sewerage, drainage, storm water drainage system:**

(As per revised description)

**Site & surrounding:**

Well planned landscaped surroundings. The lawns will be developed with appropriate grass specification moderately rolled formation with adequate drainage system. Necessary hard landscapes will be provided as per Architect's concept.

**Driveway & pavement:**

Concrete with special screed finish, concrete pre-cast blocks for kerbs and external ceramic tiles (heavy duty) at selected places.

**External illumination:**

Lamp post, Drive way lamp, markers and garden light, bollards, bush light etc. to be provided.

**Lifts:**

2 nos. of Passenger Lifts: Reputed brand like Kane, Otis, Mitsubishi etc 14 Passengers  
2 nos. of 'automatic' Car Lifts: Reputed brand like Kane, Otis, Mitsubishi etc. 3500 kgs.

**Receipt and Memo of Security Deposit**

Received the within mentioned sum of Rs.8,78,05,504/- (Rupees eight crores seventy eight lacs five thousand five hundred and four only) from the within named Developer in the following manner:

By RTGS dated 3.11.2016	: Rs.1,00,00,000/-
By RTGS dated 4.11.2016	: Rs.50,00,000/-
By RTGS dated 4.11.2016	: Rs.1,00,00,000/-
By RTGS dated 5.11.2016	: Rs.50,00,000/-
By RTGS dated 8.11.2016	: Rs.1,00,00,000/-
By RTGS dated 8.11.2016	: Rs.1,00,00,000/-
By RTGS dated 11.11.2016	: Rs.1,00,00,000/-
By RTGS dated 11.11.2016	: Rs.1,00,00,000/-
By RTGS dated 12.11.2016	: Rs.1,00,00,000/-
By RTGS dated 12.11.2016	: Rs.25,00,000/-
By Cheque No. 002082 dated 12.6.2017 drawn on HDFC Bank.	: Rs.53,05,504/-

For Topsel Exim Private Limited



(Mr. Amit Manaktala)  
Director

In the presence of :

1. Sudarsana Daw
  
2. Ashish Sharma



**SPECIMEN FORM TEN FINGER PRINTS**



Signature of the Executants and/or Presentants	L E F T	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		H A N D				
R I G H T	THUMB		FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Ant H	R I G H T H A N D					



Signature of the Executants and/or Presentants	L E F T	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		H A N D				
R I G H T	THUMB		FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
M. Landi	R I G H T H A N D					

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

GRN: 19-201718-003695757-1  
GRN Date: 18/07/2017 13:33:00  
BRN : 350201424  
Payment Mode Online Payment  
Bank : HDFC Bank  
BRN Date: 18/07/2017 13:33:59

DEPOSITOR'S DETAILS

Name : SHREE RSH PROJECTS PVT LTD  
Contact No. : 40509999 Mobile No. : +91 9830112211  
E-mail : ACCOUNTS@SHREERSHGROUP.COM  
Address : 20, O.C.GANGULY SARANI  
KOLKATA -700020  
Applicant Name : Mr SAROJ KUMAR DAS  
Office Name :  
Office Address :  
Status of Depositor : Seller/Executants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 5  
Id No. : 19041000198350/6/2017  
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19041000198350/6/2017	Property Registration- Registration Fees	0030-03-104-001-16	53055

In Words : Rupees Fifty Three Thousand Fifty Five only

Total

53055



**SHREE RSH GROUP**

Our Commitment, Your Comfort

**EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S. SHREE RSH PROJECTS PVT LTD HELD AT ITS REGISTERED OFFICE AT 20, O.C.GANGULY SARANI, KOLKATA-700020 ON 01<sup>st</sup> Nov, 2016 AT 11.00 A.M.**

**“RESOLVED THAT** the consent of the Board of Directors be and is hereby given for execution of an agreement, as per the draft of the agreement tabled before the meeting, to be entered into between the Company and M/s. Topsel Exim Pvt Ltd , a company within the meaning of Companies Act,1956 having its registered office at 25, Ganesh Chandra Avenue, Kolkata-700013 in respect of Joint Development Agreement of Plot No.IID/10 in Action Area IID at New Town, Kolkata”

**“RESOLVED FURTHER THAT** Mr. Mrinal Nandi, Director of the Company be and is hereby authorized to sign the said agreement with an authority to make any amendment or alteration to the agreement or any portion(s) thereto as may be found necessary and also appear before the concerned Registrar for registration of such agreement.”

CERTIFIED TO BE A TRUE COPY

By Order of the Board of Directors

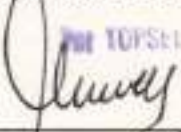
  
(Hari Prasad Sharma)

**Certified true copy of extract of the resolution duly adopted by the Board of Directors of Topsel Exim Private Limited in its meeting held on 2<sup>nd</sup> September, 2016 at Kolkata.**

**"RESOLVED** that the Board of Directors of the Company hereby agree that the Company shall enter into a Joint Development Agreement with Shree RSH Projects Private Limited in relation to the development of land measuring approximately 8093.60 square metres (equivalent to 2 acres) being Plot No. IID/10 in Action Area - IID of Newtown, Kolkata on such terms and conditions as may be mutually agreed between the Developer, i.e., Shree RSH Projects Private Limited and the Company.

**RESOLVED FURTHER** that Mr. Amit Manaktala, son of Mr. Ashok Manaktala be and is hereby authorized on behalf of the Company to negotiate, finalize, sign, execute and present for registration before the concerned authority, the Joint Development Agreement with respect to the aforesaid plot of land proposed to be entered in between Shree RSH Projects Private Limited and the Company on such terms and conditions as may be mutually agreed between the parties and sign all other documents, forms and/or declarations and take all such steps as may be incidental thereto."

**Certified true copy**

  
Director

(Director)



4402  
17.5.17



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19041000198350/2017

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr AMIT MANAKTALA 25,G C AVENUE, P.O:- DHARAMTALA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013	Represent ative of Land Lord [TOPSEL EXIM PVT LTD ]		4228 	 17.7.17
2	Mr MRINAL NANDI 20,LEE ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Represent ative of Developer [SHREE RSH PROJECT S PVT LTD ]		4229 	 17/7/17
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Miss SUDARSANA DAW Daughter of Dr N K DAW HIGH COURT CALCUTTA, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr AMIT MANAKTALA, Mr MRINAL NANDI		 17.7.2017	

(Asit Kumar Joarder)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal

PERMANENT ACCOUNT NUMBER  
VALIDATED



MR NAME  
TOPSEL EXIM PVT LTD

25-03-1994

*Shah*

COMMISSIONER OF INCOME TAX (D), BELLARY

TOPSEL EXIM PVT. LTD

*Shah*

Authorised Signatory

**INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT**

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-2A, ITR-3, ITR-4S (SUGAM), ITR-4, ITR-5, ITR-6, ITR-7 transmitted electronically with digital signature]

Assessment Year  
**2016-17**

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION	Name <b>TOPSEL EXIM PVT LTD</b>		PAN <b>AABCT6812D</b>		
	Flat/Door/Block No <b>25</b>	Name Of Premises/Building/Village		Form No. which has been electronically transmitted <b>ITR-6</b>	
	Road/Street/Post Office <b>GANESH CHANDRA AVENUE</b>	Area/Locality <b>CHANDNEY CHOWK</b>			
	Town/City/District <b>KOLKATA</b>	State <b>WEST BENGAL</b>	Pin <b>700013</b>	Status <b>Pvt Company</b>	
	Designation of AO(Ward/Circle) <b>WBG W 102 4</b>			Original or Revised <b>ORIGINAL</b>	
	E-filing Acknowledgement Number <b>466620991270916</b>		Date(DD/MM/YYYY) <b>27-09-2016</b>		
	1	Gross total income			1 945637
	2	Deductions under Chapter-VI-A			2 0
	3	Total Income			3 945640
	3a	Current Year loss, if any			3a 0
4	Net tax payable			4 264728	
5	Interest payable			5 0	
6	Total tax and interest payable			6 264728	
7	Taxes Paid	a	Advance Tax	7a	144503
		b	TDS	7b	204142
		c	TCS	7c	0
		d	Self Assessment Tax	7d	0
		e	Total Taxes Paid (7a+7b+7c +7d)	7e	348645
8	Tax Payable (6-7e)			8 0	
9	Refund (7e-6)			9 83920	
10	Exempt Income	Agriculture		10	75799
		Others			

This return has been digitally signed by ASHOK MANAKTALA in the capacity of DIRECTOR  
having PAN AFFPM8700B from IP Address 122.163.25.224 on 27-09-2016 at KOLKATA

Doc SI No & issuer 1394629113CN=(n)Code Solutions CA 2014, OID.2.5.4.51="301, GNFC Infotower", STREET="Budakdev, S G Road, Ahmedabad", ST=Gujarat, OID.2.5.4.17=380054, OU=Certifying Authority, O=Gujarat Narmada Valley Fertilizers and Chemicals Limited, C=IN

**DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU**

TOPSEL EXIM PVT. LTD

*ASHOK MANAKTALA*



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFFPM8699K



नाम /NAME  
AMIT MANAKTALA

पिता का नाम /FATHER'S NAME  
ASHOK MANAKTALA

जन्म तिथि /DATE OF BIRTH  
16-06-1975

हस्ताक्षर /SIGNATURE

A. Manaktala

आदेश संख्या: १४-१११

COMMISSIONER OF INCOME-TAX, W.B. -III

*Auth*

✓

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SHREE RSH PROJECTS PRIVATE  
LIMITED



09/04/2010

Permanent Account Number

AAOCS3902Q

MO000119

SHREE RSH PROJECTS PVT, LTD.

Director



## Kolkata Municipal Corporation [Licence Department]

e-Demand Notice for Renewal of Certificate of Enlistment for the Year : 2016-2017

C.E No : 0008 1402 7303

Demand Nature : PRIMARY(0)

Printed On 13/07/2016

M/S: SHREE RSH PROJECTS PVT. LTD.

Name and Address of Proprietor/Partners/Director(s)/Karta/Manager  
 HARI PRASAD SHARMA & OTHERS  
 20, OC GANGOLI SARANI  
 KOLKATA 700020

Nature of Trade:

COMPANY (DEALING NON FOOD ITEMS) - REAL ESTATE

Valid Upto	Assessee No.	Area In Sq.ft.	Ward No.
31/03/2017		60	070

Last date of Renewal without Late Fine : 30/09/2016

Last date of application for closure of Certificate of Enlistment: 31/03/2017

Fees and Charges under the following sections of the K.M.C. Act 1980

Section No	Description (As per KMC Act, 1980)	Amount (Rs.)
199	Certificate of Enlistment	150.00
238(2)	Water Supply	200.00
435/435A	Non-Residential Use(WITH A.C)	1500.00
	Processing Fee	50.00

Net Amount Payable (Rs.) : 1900.00

Total Amount in Words : Rupees One Thousand Nine Hundred only

Late Fine @ Rs.50/- per month will be charged after expiry of Last date of payment without late fine.

An additional Late Fine of Rs.100/- will be charged if not renewed on or before validity period.

Note:

This notice alongwith the corresponding payment receipt will constitute and be treated as valid Certificate of Enlistment.

This Certificate of Enlistment is issued subject to the provisions of West Bengal Fire Services Act 1950 (to the extent applicable) and laws of land. Such onus for complience lies with the certificate holder.

Please see instructions given in the next page before payment.

DO NOT WRITE ANYTHING OR PUT ANY MARK ANYWHERE OR TEAR ANY PART OF THE DOCUMENT.

Do Not Deface or Fold bar-Codes by any manner.



E. and O.E.

- ❖ স্বাক্ষরিত পত্র প্রদানকারী অর্থাৎ বিভিন্ন দোকান এবং ব্যবসাকেন্দ্রের সইনবোর্ডে স্বাক্ষরসহকারে বাংলাদেশ বাবদ প্রদান করতে হবে।
- ❖ অন্য ভাষায় সইনবোর্ড লেখার কোনও বাধা বিবেচ্য থাকবে না। তবে অন্য ভাষায় সইনবোর্ড লেখা হলেও - ওই সইনবোর্ডে বাংলাদেশীয় পৃথকভাবে লিখতে হবে।

Food Business Operators including food business manufacturer etc under the Food Safety and Standard Act,2006 have to obtain the Registration Certificate/Licence under the said Act from KMC Health Departmet.

SHREE RSH PROJECTS PVT. LTD.

Director

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

MRINAL NANDI

BISWANATH NANDI

15/05/1961

Permanent Account Number

ABQPN3351C

*Mrinal Nandi*

Signature



20110301

*Mrinal Nandi*

आयकर विभाग / Income Tax Department / भारत  
सरकार / Govt. of India, आयकर विभाग  
सर्वोच्च न्यायालय के कार्यालय,  
समूह, पृथ्वी - 411 002

If this card is lost / If anyone's lost card is found,  
please inform / inform to:  
Income Tax PAN Services Unit, NSDL,  
3rd Floor, Sophocle Chambers,  
New Delhi Telephone Exchange  
Binnex, Paris - 411 002

Tel: 81-20-2721 8092, Fax: 91-20-2721 8091  
e-mail: [income@nsdl.co.in](mailto:income@nsdl.co.in)

## Major Information of the Deed

Deed No :	I-1904-07513/2017	Date of Registration	25/07/2017
Query No / Year	1904-1000198350/2017	Office where deed is registered	
Query Date	07/06/2017 10:31:58 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SAROJ KUMAR DAS 10,OLD POST OFFICE STREET,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830647608, Status :Others		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,78,05,504/-]		
Set Forth value	Market Value		
	Rs. 38,78,78,720/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,041/- (Article:48(g))	Rs. 8,78,160/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Hidco-II-D, Mouza: Hidco(ii) - D

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-10		Bastu	Bastu	2 Acre		38,78,78,720/-	Width of Approach Road: 242 Ft.,
<b>Grand Total :</b>					<b>200Dec</b>	<b>0 /-</b>	<b>3878,78,720 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>TOPSEL EXIM PVT LTD</b> 25,G C AVENUE, P.O:- DHARAMTALA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AABCT6812D, Status :Organization, Executed by: Representative, Executed by: Representative

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SHREE RSH PROJECTS PVT LTD</b> 20,LEE ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAOCS3902Q, Status :Organization, Executed by: Representative

### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr AMIT MANAKTALA (Presentant )</b> Son of ASHOK MANAKTALA 25,G C AVENUE, P.O:- DHARAMTALA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, , PAN No.:: AFFPM8699K Status : Representative, Representative of : TOPSEL EXIM PVT LTD (As DIRECTOR)

**2 Mr MRINAL NANDI**

Son of BISWANATH MANDI 20, LEE ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore,  
District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu,  
Occupation: Others, Citizen of: India, , PAN No.:: ABQPN3351C Status : Representative,  
Representative of : SHREE RSH PROJECTS PVT LTD (as DIRECTOR)

**Identifier Details :**

Name & address	
Miss SUDARSANA DAW Daughter of Dr N K DAW HIGH COURT CALCUTTA, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr AMIT MANAKTALA, Mr MRINAL NANDI	

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	TOPSEL EXIM PVT LTD	SHREE RSH PROJECTS PVT LTD-200 Dec

**Endorsement For Deed Number : I - 190407513 / 2017****On 07-06-2017****Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 38,78,78,720/-



**Asit Kumar Joarder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

**On 17-07-2017****Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 16:40 hrs on 17-07-2017, at the Private residence by Mr AMIT MANAKTALA ,

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

Execution is admitted on 17-07-2017 by Mr AMIT MANAKTALA, DIRECTOR, TOPSEL EXIM PVT LTD (Private Limited Company), 25,G C AVENUE, P.O:- DHARAMTALA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013

Identified by Miss SUDARSANA DAW, , Daughter of Dr N K DAW, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 17-07-2017 by Mr MRINAL NANDI, DIRECTOR, SHREE RSH PROJECTS PVT LTD (Private Limited Company), 20,LEE ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Miss SUDARSANA DAW, , Daughter of Dr N K DAW, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,78,160/- ( B = Rs 8,78,055/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 8,25,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/06/2017 6:32PM with Govt. Ref. No: 192017180023862151 on 28-06-2017, Amount Rs: 8,25,105/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 343621794 on 28-06-2017, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/06/2017 6:32PM with Govt. Ref. No: 192017180023862151 on 28-06-2017, Amount Rs: 75,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 343621794 on 28-06-2017, Head of Account 0030-02-103-003-02

Asit Kumar Joarder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal

On 25-07-2017

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

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

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,78,160/- ( B = Rs 8,78,055/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53,055/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/07/2017 1:33PM with Govt. Ref. No: 192017180036957571 on 18-07-2017, Amount Rs: 53,055/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 350201424 on 18-07-2017, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 20/-, by online = Rs 0/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 92543, Amount: Rs.20/-, Date of Purchase: 07/07/2017, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/07/2017 1:33PM with Govt. Ref. No: 192017180036957571 on 18-07-2017, Amount Rs: 0/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 350201424 on 18-07-2017, Head of Account

Asit Kumar Joarder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 284299 to 284349  
being No 190407513 for the year 2017.



Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2017.07.26 17:19:12 +05:30  
Reason: Digital Signing of Deed.

*AS*

(Asit Kumar Joarder) 26-07-2017 17:19:11  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)