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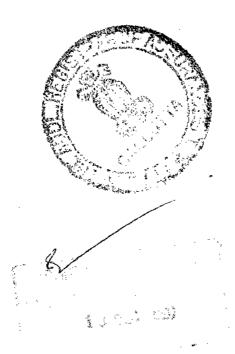
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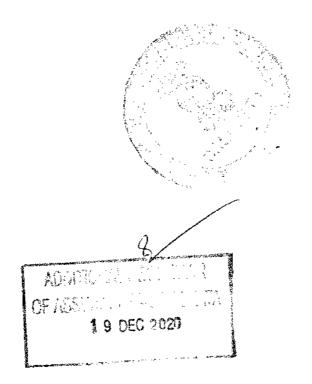
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(1) ANANT VINCOM PRIVATE LIMITED, a company within the meaning of the Companies Act2013, having its registered office at 4, Fairlie Place, Room No. 102, Post Office – General Post Office, Police Station – Hare Street, Kolkata – 700 001, and Income Tax Permanent Account No. AAGCA7808M,

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- (2) AVIKAR COMMODITIES PRIVATE LIMITED, a company within the meaning of the Companies Act2013, having its registered office at 52 Jadavpur Central Road, Post Office- Jadavpur, Police Station-Jadavpu, Kolkata- 700 032, and Income Tax Permanent Account No. AAGCA2945P,
- (3) SHELTER PROPERTIES PRIVATE LIMITED, a company within the meaning of the Companies Act2013, having its registered office at 4, Fairlie Place, Room No. 102, Post Office- General Post Office, Police Station - Hare Street, Kolkata - 700 001, and Income Tax Permanent Account No. AAKCS6657G,
- (4) <u>ANUGRAH CONSULTANTS PRIVATE LIMITED</u>, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Post Office- GPO, Police Station-Hare Street Kolkata 700 001, and Income Tax Permanent Account No.AAGCA6486K,
- (5) <u>AKSHAR DEALERS PRIVATE LIMITED</u>, a company within the meaning of the Companies Act2013, having its registered office at 52 Jadavpur Central Road, Post Office-Jadavpur, Police Station-Jadavpur, Kolkata- 700 032, and Income Tax Permanent Account No. AAGCA2946Q,
- (6) <u>DAZZLING REALTY PRIVATE LIMITED</u>, a company within the meaning of the Companies Act2013, having its registered office at 52 Jadavpur Central Road, Post Office-Jadavpur, Police Station-Jadavpur, Kolkata- 700 032, and Income Tax Permanent Account No. AAECD2210J,
- (7) GANGOUR VINCOMPRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road, Post Office-Jadavpur, Police Station-Jadavpur, Kolkata-700 032, and Income Tax Permanent Account No. AAECG6383R,
- (8) NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office



at 12 Government Place East, Post Office – GPO, Police Station-Hare Street, Kolkata – 700 069 and Income Tax Permanent Account No. AADCN9666R,

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- (9) SNOWSHINE DEVELOPERS PRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at Diamond Heritage, 14th Floor, 16, Strand Road, Post Office - GPO, Police Station -Hare Street, Kolkata - 700 001 and Income Tax Permanent Account No. AARCS3628J AND
- (10) STARTREE APARTMENTS PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at Diamond Heritage, 14th Floor, 16, Strand Road, Post Office- GPO, Police Station-Hare Street, Kolkata 700 001 and Income Tax Permanent Account No. AARCS3622C

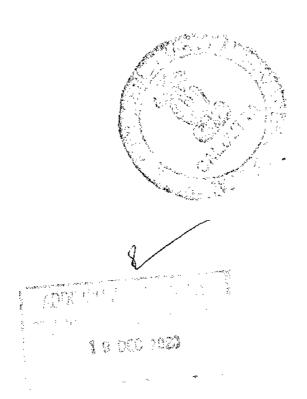
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All represented by authorised signatory Mr. ABHIJIT BISWAL, son of Sarart Biswal, working for gain at 52 Jadavpur Central Road, Post Office-Jadavpur, Police Station-Jadavpur, Kolkata- 700 032 and Income Tax Permanent Account No. BOJPB9673Q, hereinafter collectively referred to as "the Owners" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and/or assigns) of the ONE PART;

AND

LEVELZ APARTMENTS LLP, a Limited Liability Partnership formed under the Limited Liability Partnership Act, 2008, having its registered office at Unit No. 1411, 14th Floor, Diamond Heritage, 16 Strand Road, Kolkata 700 001 and having Income Tax Permanent Account No.ACQFS2098Q represented by one of its Designated Partner, Sri Navin Kumar Bhartia, son of Late Satyanarain Bhartia, residing at 25B, Ballygunge Park, Post Office-Ballygunge, Police Station- Ballyguge, Kolkata-700019 and Income Tax Permanent Account No. ADTPB8802D, authorised vide resolution of the partners of the LLP dated 31st July, 2020, 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 partners for the time being and such other person or persons who may be admitted as the



partners thereof and their respective heirs executors administrators legal representatives and/or assigns) of the **OTHER PART**:

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WHEREAS:

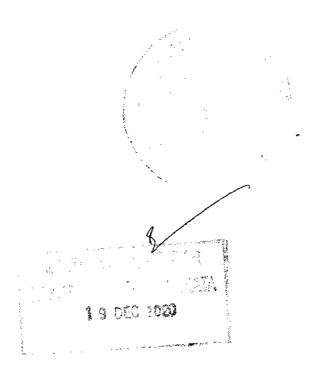
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BACKGROUND

- The Owners are the full and absolute owners of ALL THAT the Said Premises together with structures thereon, as more fully mentioned and described in the First Schedule hereunder written, in the manner and proportions, as more fully mentioned in the table contained in the Second Schedule hereunder written.
- The Owners are in vacant and peaceful possession of the Said Premises together with structures thereon.
- The Developer has represented that, the Developer has infrastructure and financial ability to develop the Said Premises and has approached the Owners to appoint the Developer for developing the Said Premises.
- In order to facilitate the smooth Development of the Said Premises and/or the Project to be developed and built thereat and marketing of the Project, the Owners have, after being satisfied with the representation of the Developer and believing the same to be true, agreed to appoint the Developer to carry out, on behalf of the Owners, the development and marketing of the Project, the sale of the saleable spaces in the Project comprising the Units, Parking Spaces and other constructed or developed areas or spaces thereat till completion of sale and/or Transfer of all such saleable spaces in the Complex and the Developer has agreed to accept such appointment and to implement the Project on the terms and conditions, as contained hereinafter.

PURPOSE

- This Agreement is to set-forth the terms and conditions with respect to
 and pertaining to the grant of the development right by the Owners
 with respect to the said premises in favour of the Developer and the
 nature of the project to be developed by the Developer and the rights
 and obligations of the Parties towards implementation of the project.
- The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish



the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

If, for any reason whatsoever, any term contained in this Agreement
cannot be performed or fulfilled, then save and except any other rights
the Parties respectively may have against the other under this
Agreement or in law, the Parties shall meet, explore and agree to any
alternative solutions depending upon the changed circumstances, but
keeping in view the spirit and objectives of this Agreement.

SECTION - B: AGREEMENT

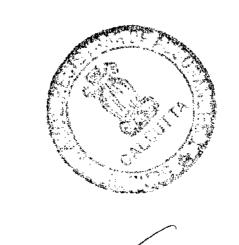
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

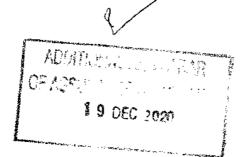
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ARTICLE - I

DEFINITIONS

- 1.1 In this Agreement, unless there be something contrary or repugnant to the subject or context
 - i. "Agreement" shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms contained herein, and wherever the subject or context so refers or intends, shall also include the specific power of attorney granted by the Owners to the Developer and/or its nominee(s);
 - ii. "Agreed Ratio" shall mean the ratio of sharing or distribution of the Project Revenues and several other matters expressly referred to in this Agreement between the Owners on the one hand and the Developer on the other hand which shall be 55% (fifty five percent) belonging to the Owners, and 45% (forty five percent) belonging to the Developer;
 - iii. "Applicable Law" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes,

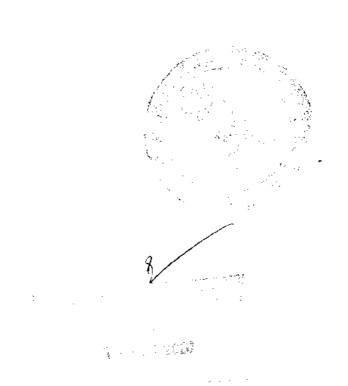




guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

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- iv. "Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
- v. "Architect" shall mean such person or persons and/or firm or firms who may be appointed by the Developer from time to time at its own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Complex at the Said Premises and for all matters which are connected therewith and/or incidental thereto;
- vi. "Association" shall mean any Association incorporated under The Apartment Ownership Act, 1972 as may be formed by the Developer and constituted of the purchasers of residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces, for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained.
- vii. "Car Parking Spaces" shall mean the open car parking spaces in the open ground area / covered car parking spaces on the ground floor / mechanical or hydraulic propelled platform dependent car parking system (one upon another i.e., lower/upper) and basement car parking spaces as may be provided by the Developer. The allotment of

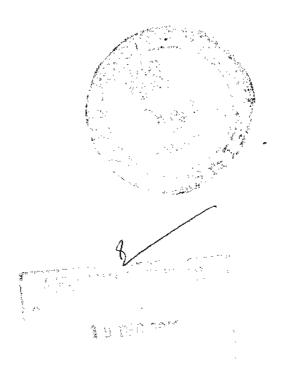


the respective car parking spaces will be made by the Developer to the Purchasers at the time of delivery of possession of the completed flat/unit.

viii. "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts) exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and cupboard spaces.

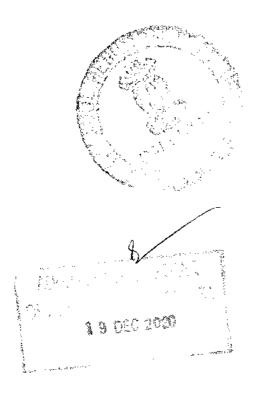
Explanation- For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee/purchaser.

- ix. "Common Areas," means and includes, without limitation, the areas, installations and facilities as be expressed or intended by the Developer for common use and enjoyment in the buildings to be developed at the said Premises, more fully described in the Fourth Schedule hereunder written.
- x. "Common Expenses" shall mean and include all expenses for maintenance, management, upkeep, and administration of the common areas, facilities and amenities and for rendition of common services in common to the transferees and all other expenses for the common purpose including those mentioned in the Fifth Schedule hereunder written.
- xi. "Common Purposes" shall mean and include the purpose of managing, maintaining, and up-keeping of the Building Complex as a whole and in particular the common areas, facilities and amenities, rendition of common services in common to the transferees and/or the occupants in any capacity, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the Unit Owners and relating to their mutual



rights and obligations for the beneficial use and enjoyment of their respective flats / units exclusively and the common areas, facilities and amenities in common.

- xii. "Completion Certificate" means the completion certificate or such other certificate, by whatever name called, issued by the Kolkata Municipal Corporation certifying that the construction of the buildings has been completed according to the sanctioned plan.
- xiii. "Development" with its grammatical variations and cognate expressions, means carrying out the development of the said premises No. 69/1, Prince Baktiar Shah Road, P.S. Charu Market, P. O. Tollygunge, KMC Ward No.89, Kolkata 700 033 and construction and completion of the Building Complex in accordance with the sanctioned plan, including engineering and other operations in, on, over or under the said land including the making of any material change in the said Premises and includes its re-development;
- xiv. **"Effective Date"** shall mean the date of execution of this Agreement by the Parties.
- xv. "Encumbrance" means any mortgage, lien, charge or impediment or undertaking, right of preemption, attachment or process of court, and/or any other arrangement which has the effect of constituting a charge or security interest in the said Premises;
- xvi. **"Force Majeure"** shall mean and include the events and reasons specified below which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement, including:
 - Fire, flood, earthquake, storm, lightning, abnormally inclement weather, epidemic or natural physical disaster or other unforeseen natural calamities and acts of God;
 - Riots, civil commotion and disturbances, insurgency, enemy action or war or terrorist action; explosions or accidents, air crashes, labour unrest, strikes or lock-outs, civil disturbances, curfew, non-availability of construction material/labour etc.;



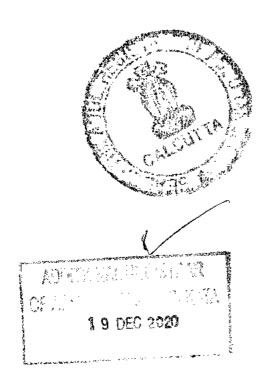
change in Law, Rules and Regulations, injunctions, prohibitions or stay granted by court of law, Arbitrator, Government, municipal or other Appropriate Authorities restraining the construction of the new building/s at the said Premises (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) otherwise than due to any ultimately proven default or breach of the party claiming the benefit of the Force Majeure.

xvii. **"Interest"**means the rates of interest payable by the Developer or the purchaser as the case may be.

For the purpose of this clause, the rate of interest chargeable from the Purchasers by the Developer, in case of default, shall be equal to the rate of interest which the Developer shall be liable to pay the purchasers in case of default;

wiii. "Marketing" shall mean selling of any flat/unit in the Building Complex to any transferee for owning and occupying any self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces by the Developer.

wix. "Marketing & Selling Expenses" shall mean and include the expenses incurred by the Developer for the sales and marketing of the self-contained residential apartments / units/ commercial spaces /constructed spaces/saleable spaces/car parking spaces and shall include inter alia the brokerage, marketing agencies fees, advertisements in various mediums like newspapers/ magazines/ publications/ hoardings etc., brochures and other sales materials, salaries and incentives of the Developers' Sales and Marketing team, the Experience Centre, and the Sales/ Marketing office at site, Sample Apartments, Customers Events, Participation in Exhibitions, Costs relating to Digital Media promotions & Online Advertisements in Real Estate portals, Brand endorsements, & all other sales and marketing expenses as required from time to time.



xx. "Revenue Sharing Ratio or Agreed Ratio" shall mean the proportion in which the gross Sale Proceeds from the sale of Saleable Areas of the Project shall be shared between the Owner and the Developer as follows:

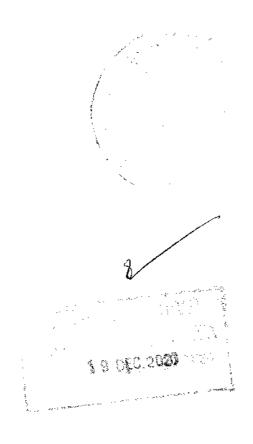
Owner - 55% of the gross Sale Proceeds

Developer - 45% of the gross Sale Proceeds

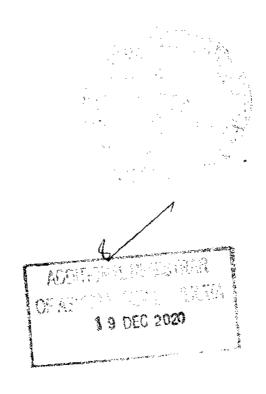
**xxi. "Project" means the development, construction and completion of buildings at the said premises No. 69/1, Prince Baktiar Shah Road, P.S. - Charu Market, P. O. - Tollygunge, KMC Ward No.89, Kolkata - 700 033, for the purpose of selling all of the said apartments and car parking spaces and includes the common areas, the development works, all improvements and structures thereon, accompanied with all easement, rights and appurtenances belonging thereto.

xxii. "Reimbursement Cost" shall mean all costs and expenses as are required to be paid by the Owners such as:

- a. Green Building 'FAR' fees and charges as may be payable to the Government Authorities
- Any GST or any other present or future taxes/cess or any other statutory or government levies or fees/charges
- c. Electricity/water or any other utility deposits, any moneys collected/received or to be collected/received from the intending purchasers for providing all facilities/utilities including electricity, water, club amenities/equipment etc. any monies collected towards maintenance and/or contribution towards corpus/sinking fund, any amount received from the prospective intending purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Units and charges for extra works done in the flats/units/saleable spaces and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the intending purchasers
- d. Any payment which may be specifically stated elsewhere in this Agreement to be solely realized and appropriated by the Developer.

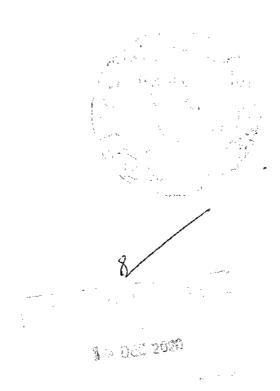


- **Said Premises** shall mean the Municipal premises No. 69/1, Prince Baktiar Shah Road, P.S. Charu Market, P. O. Tollygunge, KMC Ward No.89, Kolkata 700 033containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. and having revenue paying land with the standing constructions thereon or on part thereof, more fully described in the First Schedule hereunder written and demarcated in the map or plan thereof annexed hereto and bordered in RED thereon.
- **xxiv. "Saleable Areas" shall include Apartments, Car Parking Spaces and other areas and facilities in the Building Complex capable of being transferred independently or as appurtenant to any Apartment and shall also include any area, or other right/privilege in the Building Complex capable of being commercially exploited or transferred/granted/permitted for consideration in any manner.
- xxv. "Sale Proceeds" shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the intending purchasers for:
 - a) Transfer of the flats/units/bungalow to the intending purchasers and the proportional undivided interest in the land to the intending purchasers/Association, as may be applicable
 - b) Transfer of car parking areas/spaces
 - c) Transfer of proportionate common areas and facilities
 - d) Nomination and cancellation charges
 - e) Preferential location charges (PLC) and floor rise charges (FRC) BUT shall not include any amounts received or collected by the Developer towards:
 - I. Any GST or any other present or future taxes/cess or any other statutory or government levies or fees/charges on development, construction or sale/transfer of any Units or otherwise on the Project;
 - II. Any electricity/water or any other utility deposits;
 - III. Any moneys, collected/received from the purchasers for providing facilities/utilities including electricity, water, generator, club amenities/equipment etc.;
 - IV. Any monies collected towards maintenance of the club/complex and/or contribution towards corpus fund,



any amount received from the prospective purchasers towards share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit/s and charges for extra works done in the flats/units/saleable areas and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the prospective purchasers;

- V. All fitment charges, furniture, machineries, equipment's, furnishing, tools, etc., if any, to be provided to the flats/units beyond the specifications provided herein;
- VI. Any payment specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer, and
- VII. The reimbursement costs.
- xxvi. "Sanctioned Plan" means the building sanction plan Building Permit and including all plans and includes structural designs approved by the Kolkata Municipal Corporation and permissions such as environment permission and such other permissions by the concerned authorities granted and include all modifications/revisions/alterations/extensions/renewals made thereto, modified/ revised as deemed necessary, from time to time, by the Developer.
- xxvii. "Transfer" with its grammatical variations shall include transfer by sale with delivery of possession and by other means adopted for effecting what is understood as a transfer of self-contained residential apartments/ units/commercial spaces/constructed spaces/saleable spaces/car parking spaces in multi-storied buildings to the transferees thereof as per lawful agreement and for valuable consideration.
- xxviii. "Units" shall mean the divided, demarcated and developed spaces or other constructed areas including bungalows in the Complex to be constructed on the Said Premises which are capable of being independently and exclusively held used owned occupied and/or enjoyed by the respective owners and, in respect of each such Units,



wherever the context so permits or intends, shall include the proportionate undivided indivisible impartible part or share in the land comprised underneath the building in which each such Unit comprise and appurtenant thereto;

wix. "Unit Owners" according to the context shall mean all the prospective or actual allottee who would agree to purchase or shall have purchased any self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces at the said Project to be developed at the said Premises.

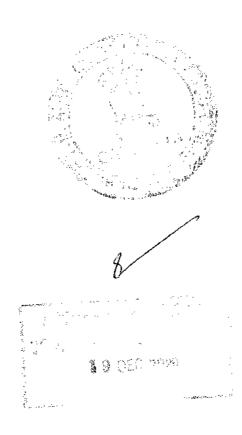
- 1.2 The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.3 Words importing Singular Number shall include the Plural Number and viceversa.
- 1.4 Words importing Masculine Gender shall include the Feminine Gender and Neuter Gender; similarly words importing Feminine Gender shall include Masculine Gender and Neuter Gender; likewise Neuter Gender shall include Masculine Gender and Feminine Gender.

ARTICLE - II

INTERPRETATION

In this Agreement save and except as otherwise expressly provided:-

- 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- 2.2 The division of this Agreement into headings is for convenience of reference only and shall not modify or affect the intention of the parties and the interpretation or construction of this Agreement or any of its provisions.



- 2.3 Where calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the referenced day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 All references to section numbers refer to the section numbers of this Agreement, and all references to schedules refer to the Schedules hereunder written.
- 2.5 The words 'herein', 'hereof'', 'hereunder', 'hereafter' 'and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular portion thereof.
- 2.6 Any reference to any applicable law, Act of Parliament or State Legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or directions any time issued under it and in force.
- 2.7 Any reference to any agreement, contract, plan, deed or document shall be constructed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated and all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

ARTICLE - III

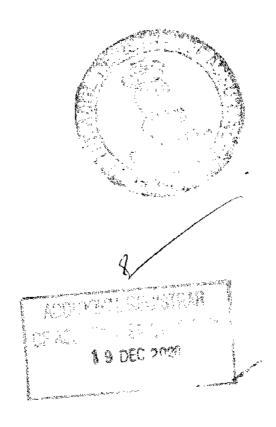
COMMENCEMENT

This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.

ARTICLE - IV

TITLE INDEMNITIES AND REPRESENTATIONS

4.1 The Owners do and each of them doth hereby declare and covenant with the Developer as follows:-



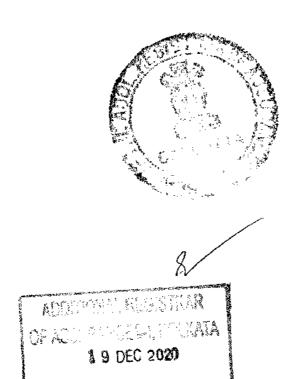
- a) That they are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to and have a clear and marketable title over their respective undivided shares / holdings in the Said Premises.
- b) That their undivided share / holdings in the Said Premises are free from all encumbrances charges mortgages liens lispendens acquisitions requisitions attachments and trusts of any nature, whatsoever or howsoever.
- c) That excepting themselves, no one else has any right title interest claim or demand, whatsoever or howsoever, in respect of their respective undivided shares in the Said Premises or any part thereof.
- d) That they have absolute indefeasible right title and authority to enter into this Agreement with the Developer in respect of their respective undivided shares in the Said Premises for the purpose of development thereof.
- 4.2 The Owners hereby agree that in case at any time hereafter if there is any dispute in the title of the Owners with respect to the Said Premises or any part thereof, the respective Owners shall be liable to clear all disputes and encumbrances at their own costs and expenses without foisting any liability, be it financial or otherwise, upon the Developer and the Owners do and each of them doth hereby agree to indemnify and keep the Developer saved harmless and indemnified of from and against all losses, costs, damages or actions, which the Developer may suffer or be put to due to such disputes. The Developer shall further be entitled to stop or suspend the work of Development of the Complex until all disputes and claims in respect of the Said Premises or part thereof are cleared by the Owners. However, it shall be mandatory for the Developer to issue a show cause notice before stopping or suspending the development work.

ARTICLE - V

TITLE DEEDS

The Developer shall be entitled to mortgage the Said Premises in the name and on behalf of the Owners by creating security thereon by depositing the title deeds, as more fully mentioned in clause 10.12 below.

ARTICLE - VI



APPOINTMENT

- 6.1 The Developer has represented that it has the required infrastructure, financial ability and expertise to commence and thereby conclude the construction on the Said Premises within the time specified herein. Based on such express representations, the Owners have exclusively appointed the Developer to develop the Said Premises.
- 6.2 The Owners do hereby appoint the Developer to exclusively carry out the development of the Building Complex on the Said Premises and to carry out the Project on behalf of the Owners in lieu of valuable consideration on the terms and conditions, as hereinafter contained.

ARTICLE - VII

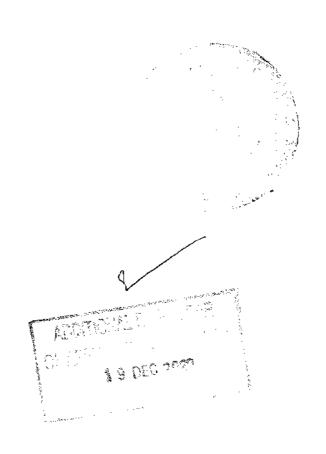
POSSESSION

Notwithstanding anything contrary contained elsewhere in this Agreement, for the purpose of this Agreement alone, the Owners hereby agree to grant to the Developer the right to enter/ occupy and use/exploit the Said Premises (without creating any title in favour of the Developer) simultaneously with signing of this Agreement. The Developer shall be entitled to carry out survey, soil testing and other development related works at the Said Premises. The Developer hereby confirms and undertakes that such grant shall at no point of time entitle the Developer to claim any title over the Said Premises. It is agreed between the parties that in the event of a dispute between the parties, the Developer shall continue to remain in possession of the Said Premises for a period of 6 (six) months of continuance of such dispute, thereafter the dispute shall be referred to arbitration and the decision of the arbitral tribunal as to possession, shall be final.

ARTICLE - VIII

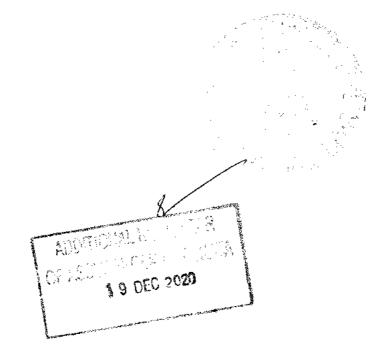
DEVELOPER'S OBLIGATIONS / COVENANTS

8.1 As agreed in the MOU dated , the Developer had paidan interest free refundable security deposit of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lacs only) to the Owners in the manner described in the Third Schedule hereunder written. Such Security Deposit shall be refunded by the

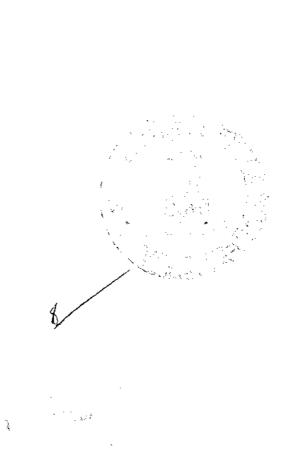


Owners before completion of the Project in the manner, as mentioned below. Be it clarified that the Project shall be developed in several phases as decided by the Developer.

- 8.2 The Developer on being satisfied with the title of the Owners has agreed to take up the Project and hereby confirms and undertakes that, the Developer shall commence construction of Complex within 6 (six) months from the date of sanction of Plans and obtaining necessary Approvals in respect of the Said Premises, subject to any Force Majeure, as defined in this Agreement, or conditions which are beyond the reasonable control of the Developer ("Date of Commencement"). It is mentioned herein that the Owners shall be responsible for obtaining NOC from the concerned departments or authorities with regard to clearance / permission under relevant land ceiling laws with respect to the entirety of the Said Premises.
- 8.3 The Developer (as the representative of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, Sanction Plans in connection with the respective phases of development. In this regard it is clarified that:
 - a. full potential of the Said Premises shall be utilized for construction of the Complex,
 - the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final Sanction Plans and Occupancy Certificate), and
 - all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.4 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys and also undertake all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owners shall not be liable or responsible.
- 8.5 The Developer would be entitled to change its nature / character from a Limited Liability Partnership firm to a Company or otherwise without the consent of the Owners but without affecting the understanding, as envisaged herein. Pertinent to mention herein that, the existing partners of the Developer



- shall always have direct control, management and authority with respect to the newly formed entity.
- 8.6 The Project shall be made complete in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage / sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.
- 8.7 The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection or any other connections at or for the Said Premises and/or the new buildings(s) and/or Units, as may from time to time be required.
- 8.8 On and from the date of this Agreement, the Developer shall be in management and custody of the Said Premises and shall bear and pay all costs and expenses on account of security and safety of the Said Premises.
- 8.9 The Developer shall not violate or contravene any provisions or rules applicable for construction of building(s) and development of the Said Premises.
- 8.10 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- 8.11 The Developer shall duly comply with all applicable laws, rules, regulations applicable to the development of real estate in Kolkata including the West Bengal Housing Industry Regulation Act, 2017 and/or any other rules and regulations that may be applicable.
- 8.12 The Developer shall not initiate any proceedings / litigation against third parties in the Court in exercise of the authority given to Developer under this Agreement without written intimation to the Owners.
- 8.13 For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project, the Owners hereby agree



that the Developer alone shall be entitled and authorized in the name of the Owners and also itself to receive all earnest moneys, advances, deposits, considerations and all other amounts payable by the Unit Owners for the sale and Transfer of their respective Units in their favour and give valid receipts and discharges there for.

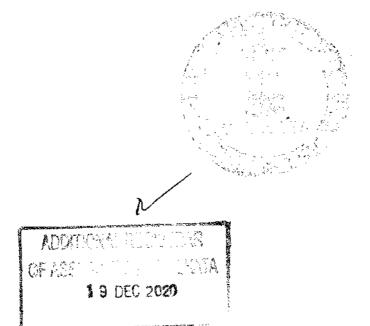
- 8.14 The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the Said Premises and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units in the Project.
- 8.15 The Developer shall frame the scheme for developing the Said Premises in consultation with the Architects and send a copy thereof to the Owners who shall be entitled within 15 (fifteen) days of the date thereof to give their comments on the same, failing which it shall be deemed that the Owners do not have any comments thereon. The Developer shall take into consideration (but, it is clarified, not be bound by any such comments) while preparing the final scheme and Plans for development of the Said Premises.

ARTICLE - IX

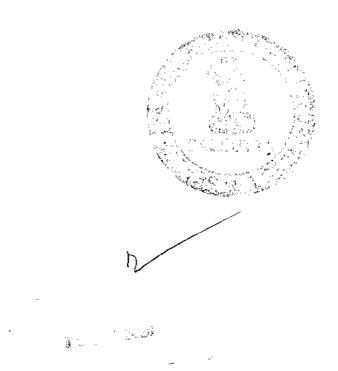
MARKETING OF PROJECT

9.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Owners and the Developer, jointly. The Owners and the Developer shall also jointly decide the basic sale price of each Unit before launching the Project. It has been agreed between the Parties that, the Developer shall not be entitled to sell any Unit below the basic sale price without prior approval from the Owners in writing.

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- 9.2 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name in respect of sale / lease of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 9.3 The Owners hereby agree and the Developer hereby agrees, undertakes and acknowledges that the Developer shall be entitled to enter into any arrangement or agreement for sale / lease / leave and license / allotment for sale, booking of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the Said Premises and to accept or receive any request for booking or allotment of sale / lease / leave and license of any flat, apartment, Unit or any other space / area in the Project to be developed or constructed over the Said Premises.
- 9.4 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 9.5 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale, lease and/or otherwise Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned in clause 10.3 below, save and except the receipts on account of:
 - a. all payments made by the intending purchasers as reimbursement of goods and service tax and other taxes, as may be applicable,
 - b. all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses, Club membership



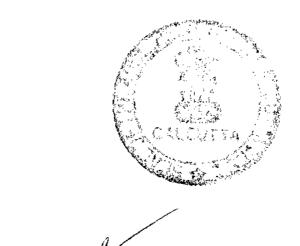
charges, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities such as transformer, generator etc., charges / costs / expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc.,

- all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment, and
- d. all security deposits paid by any person / tenant in case of grant of lease / leave and license / any other nonpermanent right of use of Project spaces (all hereinafter collectively referred to as "the Excluded Receipts"), which shall be exclusively received by the Developer for its use of the respective purposes.
- 9.6 All the above sums except receipts towards taxes, stamp duties and registration charges, shall be paid by the intending purchasers directly to the Developer and all such payments shall be held by the Developer in its accounts for the purpose for which the same is received and shall be applied to achieve all such purposes.

ARTICLE - X

REVENUE FROM THE PROJECT: INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS

- 10.1 All costs and expenses for the development, marketing, including brokerage, of the Project shall be for and to the account of and be borne and paid by the Developer.
- 10.2 The total revenue in terms of sale proceeds of the Project spaces (excluding the Excluded Receipts) shall be shared by the Owners and the Developer in the Agreed Ratio and amongst the Owners in the ratio in which they own the Said Premises. The total revenue in terms of rentals for grant of lease, leave and



- license or other rights of non-permanent Transfer or use of the Project spaces shall be shared by the Owners and the Developer in the Agreed Ratio.
- 10.3 It is also agreed that the revenues derived from the construction of the building made to cover the extra FAR available under the Green Building norms shall be shared between the Owners and the Developer in the ratio of 55% of the Gross Sale Proceeds thereof by the Owners and 45% of the Gross Sale Proceeds thereof by the Developer and in that event the green fees (fee for extra FAR under green building norms) shall be paid and discharged by the Owners and Developer shall apply for obtain the requisite certification under green building norms. It is also agreed that the respective ratio of the Developer and Owners is and shall be on revenue sharing basis, in the proportion herein before stated. It is clearly understood that revenue share will be after payment of liabilities of Goods and Services Tax ("GST").
- 10.4 It is further recorded that, the intending purchasers may deduct tax deductable at source in accordance with the provisions of the Income Tax laws of India. Credit for such taxes deducted at source, shall be taken by the Developer, and proportionate amount in the agreed ratio is distributed to the Owners on a quarterly basis by suitable adjustments from payments from the Specified Account.
- 10.5 After completion of development of the Project, the parties shall carry out final reconciliation of accounts of the Project and pay or receive suitable adjustment amounts, to or from each other. Apart from the share or dues of Owners in the sale proceeds of the Project, the Owners shall have no other share or interest in any other head or account arising out of the Development of the Said Premises.
- 10.6 It is agreed that after the expiry of 6 months from the completion of the project and the completion certificate being granted by the Kolkata Municipal Corporation, all the unsold self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces will be allotted to the Owners and the Developer in the ratio of 55% thereof to the Owners and 45% thereof to the Developer and thereafter the Owners and the Developer shall be entitled to deal with the same as absolute owners thereof and it is agreed that the other party shall



join in all agreements deeds of transfer and other documents and instruments as Confirming Party without any other right in the proceeds of sale or any other kind of deposits etc. to be received from the purchaser. It is clarified that the extra charges and deposits of the flats/units allotted to the Owners shall be borne and paid by the Owners. It is further clarified that undivided portion of the residential apartments/units/commercial spaces/constructed spaces/saleable spaces/ car parking spaces will be taken over either by the Owners or the Developer at price of last sale price of the unit and the difference amount will be paid to the other party.

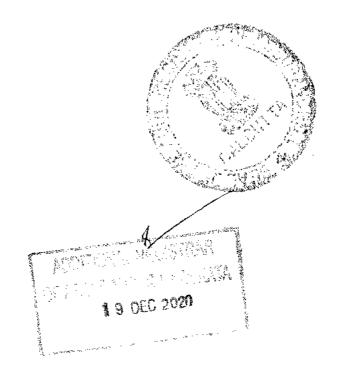
10.7 It is hereby agreed that the commercial areas (if any) in the said project can be let-out on term lease basis, as may be agreed by the parties hereto.

ARTICLE - XI

11. DESIGNATED BANK ACCOUNT

- 11.1 The Owners shall be entitled to 55% (fifty five percent) of the Gross Sale Proceeds AND the Developer shall be entitled to 45% (forty five percent) of the Gross Sale Proceeds.
- 11.2 Modus of Distribution: The Developer shall receive all the Gross Sale Proceeds(including booking amounts, earnest money, part payments, consideration)
- 11.3 The Gross Sale Proceeds shall be deposited in a specified bank account opened by the Developer (hereinafter referred to as "Designated Account").
- 11.4 There shall be written instructions by the Developer to the Bank holding the Designated Account about transfer of the funds to the respective bank accounts of the Owners and the Developer as follows:

A sum equivalent to 1% (one percent) of the Gross Sale Proceeds in a separate designated bank account to be operated by the Developer to provide for cancellation/refunds of the bookings made by the applicants/purchasers. The amount so credited can be invested in a profit yielding liquid mutual fund upon mutual consent. The said 1% amount shall be credited to and kept in a separate account known as a 'Contingency Fund' and the balance left in the said account shall be distributed between the Owners and the



Developer in the Agreed Ratio after the construction of the buildings and transfer of all self- contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces and the division of the separately allocable areas or any other time as may be mutually agreed between the Developer and the Owners. However, in case of there being any shortfall in the Contingency Fund at any time, both the Owners and the Developer shall contribute the shortfall in their respective ratios and shall pay their share within 7 days of being notified in writing by the Developer.

- 11.5 All transferees will be required to be notified about mentioning of the name of the Designated Account in the cheque and other instruments for making payments of the Gross Sale Proceeds relating to the Project and all booking forms and agreements shall specify the requirement for payment by the transferees in the name of the Designated Account.
- 11.6 The accounts shall be reconciled monthly and the difference, if any, shall be adjusted between the Parties within the next 15 (fifteen) days. On or before handing over of separately allocable areas, the final accounting shall be done between the Parties hereto and all payments/adjustments shall be made and completed.
- 11.7 The payment of the Owners' share of Gross Sale Proceeds shall be subject to deduction there from of the following amounts, for which standing instructions to the Bank may be modified appropriately:
 - a) GST and other taxes and liabilities, if any, payable by the Owners (including the Owners' separately allocable areas) and initially paid by the Developer to authorities.
 - b) All other amounts, if advanced to or paid for and on behalf of the Owners to enable them to fulfill and comply with its obligations and undertakings provided herein.
- 11.8 All amount of sale proceeds shall be deposited to Designated Account (ESCOW A/C) and after duly audited by both the parties, the amount will be distributed as per agreed ratio as stated in this deed.





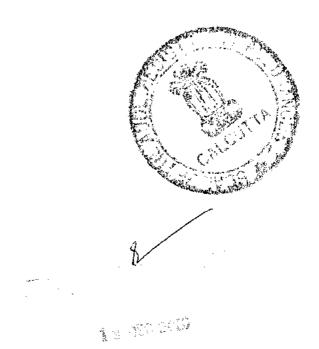
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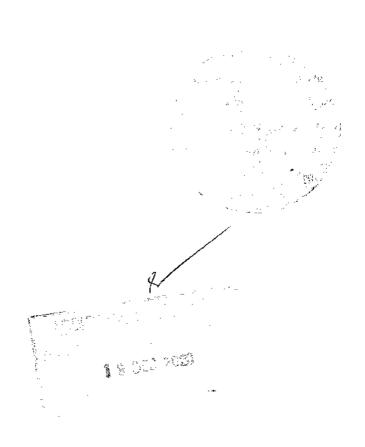
ARTICLE - XII

SANCTIONS & DEVELOPMENT - RIGHTS AND RESPONSIBILITIES

- 12.1 All applications plans papers and other documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer and all costs and expenses including Architect's fees/ consultant fees, charges and expenses required to be paid or deposited for exploitation of the Said Premises shall be borne by the Developer.
- 12.2 The Developer shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations.
- 12.3 During the period of construction of the Complex, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/observations, if made on such inspection, shall be communicated to the corporate office of the Developer, who may discuss the same with the Architect and implement, if feasible.
- 12.4 The Developer shall be entitled to develop and construct the Complex at the Said Premises in accordance with the Plans. The type of construction, specification of materials to be used for the construction of the new buildings comprising the residential as well as commercial Units, if any, in the Project shall be such, as may be finalized by the Architect and developers..
- 12.5 The Developer shall be obliged to obtain water and sewerage connections, electricity connection, etc. for the said Project in accordance with the laws for the time being in force. All security deposits and charges and fees in respect of all amenities, utilities and facilities and/or on account thereof, shall be borne by the Developer.
- 12.6 The Project shall be constructed with and shall have all amenities and facilities commensurate with a modern residential and commercial (mixed use) project of the type and nature envisaged herein or as enumerated in the Project brouchers and specifications.

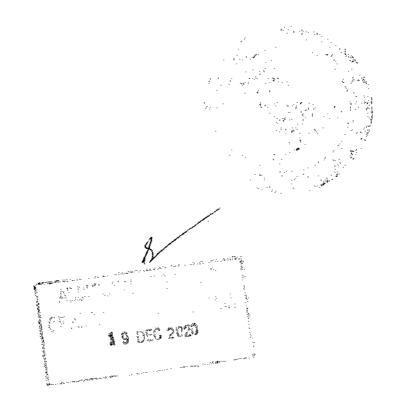


- 12.7 The Developer shall abide by all laws by-laws rules and regulations of the appropriate Government and local bodies relating to development of the Said Premises and to be observed by it in favour of this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations. The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, noncompliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Premises and/or any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer Provided However that in carrying out all of the obligations of the Developer, as aforesaid, the Owners will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render their active co-operation and assistance in getting and keeping valid all such consents and the Owners agree not to do or cause to be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.
- 12.8 The Developer shall be entitled to construct the new buildings at the Said Premises without any hindrance or obstruction from the Owners or any person claiming under through or in trust for them.
- 12.9 The Developer shall with consultation with the Owners be entitled to make any variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned municipality or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Owners or any of them.
- 12.10 The Architect, in consultation with the Developer, shall determine as to what quality and specifications of building materials are to be used in construction of the new buildings in the Project.
- 12.11 The Developer shall be entitled to arrange financing for the Project (Project Finance) by a Bank / Financial Institution (Financier). The Developer shall be



entitled to deposit all original title deeds and documents of the Said Premises with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owners' share of Project Revenues. For the aforesaid purpose, the Owners will join in as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability. The loans obtained by the Developer by creating a mortgage on the Said Premises by deposit of the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

- 12.12 The intending buyers of the constructed spaces in the Project shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreements for Sale to be executed in their favour. The Owners agree to join in all such financing / loan agreements with the Banks / Financial Institutions along with the Developer as a necessary / consenting party.
- 12.13 To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Owners and, in addition, the Owners hereby agree upon being required by the Developer in this behalf to forthwith execute any such additional powers or authorities as may be required by the Developer for implementing the said Project and the Owners also undertake to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.

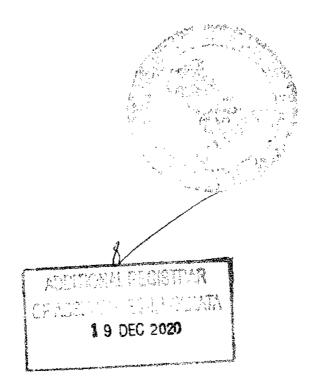


- 12.14 The Developer shall in consultation with the Owners, frame all rules and regulations regarding the usage and rendition of common services to the intending purchasers and also the common restrictions which should be normally kept in the sale and transfer of the residential and commercial Units in the Project.
- 12.15 All Common Areas, Installations and Facilities in the Project shall be managed by the Developer and upon its formation and hand over, by the Association for the common use and enjoyment of the Unit Owners.

ARTICLES -XIII

THIRD PARTY INTERESTS - DOCUMENTATION

- 13.1 The Owners shall execute necessary Power or Powers of Attorney in favour of the Developer or its nominated persons to enable the Developer to carry on the work of development and construction of the Complex at the Said Premises with power to sell, lease, let-out or otherwise deal with or Transfer the Units, Parking Spaces and/or other constructed areas or spaces in the Complex to be constructed at the Said Premises.
- 13.2 The Owners agree to give powers to the Developer and/or its nominee or nominees to sign all documents of transfer including all Agreements, Deed or Deeds of Conveyance of the Units, Parking Spaces, etc., in favour of the ultimate purchasers thereof as and when requested by the Developer. If the Developer so considers feasible, it shall sign all such documents as the duly constituted attorney of the Owners; the Developer having an interest in the subject matter of the appointment, its authority shall continue unrevoked till completion of the Project and delivery of possession of the last flat. The Owners agree that they shall, while executing such documents, not demand or claim any further or additional sum or money or any part or share of the considerations to be received by the Developer from the said intending transferees and/or lessees.
- 13.3 The Owners shall simultaneously with execution of this Agreement execute Power or Powers of Attorney in favour of the Developer and/or its duly appointed / authorised nominee or nominees in a form as may be required by the Developer, to enable it to carry on development and construction of the new buildings in the Project, enter into Agreements for Sale and other



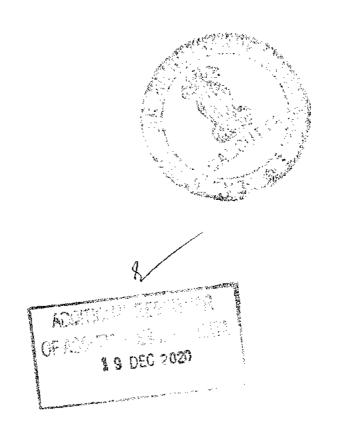
documents or otherwise deal with the residential and commercial spaces as well as the undivided proportionate interest in the land of the Said Premises appertaining to the said spaces, receive consideration moneys, execute receipts and all documents in connection therewith. The Agreements entered into by the Developer on behalf of the Owners on the strength of the said Power or Powers of Attorney in terms of this Agreement shall be binding on the Owners. The Owners further agree that they will not revoke the said Powers of Attorney during the subsistence of this Agreement.

- 13.4 The Developer will be entitled to deal with and/or execute agreements for sale in respect of the Units and/or other constructed areas in the buildings in the Said Premises for the purpose of sale, lease and/or otherwise transfer thereto to third parties and/or end users on such terms and conditions as it may deem fit and proper without any interference by the Owners. Decision of the Developer regarding selection of such third parties and all terms and conditions of sale, shall be final and binding.
- 13.5 The Deed or Deeds of Conveyance of the Units together with the undivided proportionate share or interest of land comprised in the Said Premises and attributable to such Unit, shall be drawn by the advocates appointed by the Developer and executed by the Developer for itself and on behalf of the Owners, either in favour of the intending purchasers or their nominee or nominees after completion of the respective Units.

ARTICLE - XIV

14. EXTRA CHARGES & LEVIES:

- 14.1 It is agreed that the Developer shall be exclusively entitled to hold the extra charges to be received from the purchasers of the flats / saleable areas like club charges, transformer / electricity and generator charges, legal charges and mutation expenses, if any, and charges for formation of the Association, etc.
- 14.2 The Developer will be entitled to charge the purchaser of the flats / other saleable areas monthly club fees, maintenance charges, and shall also been entitled to receive towards Sinking/Corpus Fund etc. and the same shall be put to appropriate use thereof.



14.3 It is agreed that the said Owners and the said Developer shall in respect of their said respective unsold self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces will bear and pay the extra charges, mutation fees (if any) and expenses Municipal Taxes and other charges, club charges, maintenance charges and also the Corpus/Sinking Funds and the amount of deposits from the date of completion of construction of the complex.

ARTICLE - XV

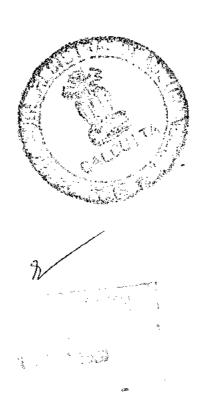
15. COMPLETION:

- 15.1 The development work and construction of the buildings of the said Premises shall be done in phases and shall be finally completed in 36 months from the date of commencement of the construction work with a further grace period of 6 months. It is agreed that completion of the development work within the said time is the condition precedent and the date of application for the completion certificate to the Kolkata Municipal Corporation shall be treated and deemed as completion of the project.
- 15.2 The Developer immediately on the completion of the building/buildings with water supply, electricity, drainage and sewerage connection and also duly certified by the Architects as habitable would give notice of completion to the Flat Purchasers and transfer and make over possession for fit-outs of the fully completed flats and areas to the purchasers upon execution of conveyances in favour of the flat purchasers.
- 15.3 It is also expressly agreed that it shall be responsibility of the Developer to obtain the Completion Certificate from the Kolkata Municipal Corporation within a reasonable time period from the date of Certificate of Completion issued by the Architects.

ARTICLE - XVII

16. CONVEYANCES OF FLATS/UNITS/SALEABLE UNITS:

16.1 The Developer and the Owners shall execute and register with the appropriate registering authorities deeds of conveyance or other documents for transferring and/or demising of any of the self-contained residential



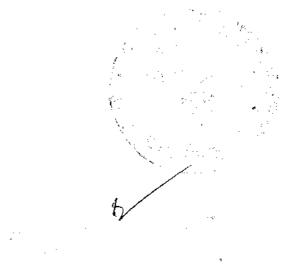
apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces capable of being enjoyed independently in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

16.2 The Conveyances of the self-contained residential apartments /units/ commercial spaces/constructed spaces/saleable spaces/ car parking spaces in favour of the respective purchasers thereof shall be executed by the Owners and the Developer. The draft of the respective conveyances shall be shared with the Owners for their approval and the Owners shall return the said draft within 1 week from the date of receiving the said draft conveyance AND if the said Owners shall not return the draft conveyance duly approved by them, then such draft shall be deemed to have been approved by the Owners and the Developer shall be entitled to execute the same on behalf of the said Owners.

ARTICLE - XVII

17. FORMATION OF ASSOCIATION:

- 17.1 The Developer shall enable the formation of the Association of the selfcontained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/ car parking spaces holders under the applicable rules/regulations of HIRA.
- 17.2 The Developer shall, through the joint custodians, hand over to the said Association and the said Association shall hold and possess the said original title deeds as custodian for and / or behalf of and for the benefits of the said purchasers of all the self-contained residential apartments/ units/commercial spaces/ constructed spaces/ saleable spaces / car parking spaces in the said buildings/project.
- 17.3 The Developer shall make available the Completion Certificate issued by the certified Architect and the Kolkata Municipal Corporation to the Association.



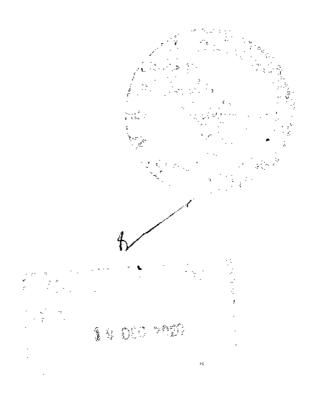
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17.4 The Developer shall provide and maintain the essential services in the buildings/project on reasonable charges till the maintenance of the completed project is taken over by the Association.

ARTICLE - XVIII

18. THE PARTIES FURTHER AGREE AND COVENANT AS FOLLOWS:

- 18.1 The Parties hereto agree to observe fulfill and carry out the requirements and the provisions of West Bengal Housing Industry Regulation Act, 2017 ("HIRA"), as and when made applicable.
- 18.2 The Owners shall have the full liberty to enter the said Premises at any time and inspect and/or cause to be inspected the material and/or the construction at the land. However, the Owners shall share their views only with the Developer.
- 18.3 The Developer shall cause construction by use of standard quality building materials, specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. The specifications of the construction are set out in the **Sixth Schedule** hereunder written.
- 18.4 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land up to the date hereof shall be the liability of the First Owner and thereafter the Developer shall be liable to pay all such taxes, duties, cess, levies etc.
- 18.5 The Owners and the Developer shall also be liable for the actual proportionate common expenses and outgoings and the Municipal Taxes in respect of any separately allocated unsold self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces delivered to them.
- 18.6 It is agreed and recorded that the Owners and the Developer and/or their respective intending purchasers shall be liable to bear and pay GST, or any other kind of tax or imposition or burden as may be payable and/or applicable.

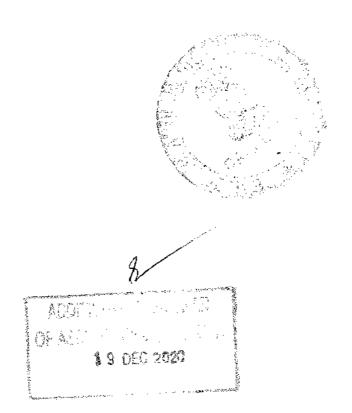


- 18.7 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, rates for their respective allocations to the concerned authorities/Maintenance-In-Charge in accordance with the terms and conditions hereof.
- 18.8 In case of any event of default, the other Party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within 30 days and in the manner to be mentioned in the said notice.
- 18.9 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 18.10 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by registered instrument in writing executed by all the Parties.
- 18.11 Neither the Owners nor the Developer shall assign their/its rights and obligations contained herein to any party without any prior written registered mutual consent.
- 18.12 This Development Agreement shall be executed in triplicate and the registered Agreement will be retained by the Developer and the duplicate thereof copy will be retained by the First Owner and the triplicate copy thereof will be retained by Owners No. 2(a), 2(b) and 2(c).
- 18.13 All costs of registration of the present Agreement shall be borne by the Developer as part of the expenses of the project.

ARTICLE - XIX

19. DEFAULT OF DEVELOPER

19.1 In case the Developer fails to (i) comply with its obligations to construct and complete the construction of the Project, (ii) obtain the full Completion Certificate from the Architects of the Project, (iii) submit such Completion Certificate of the Architects along with all relevant documents to the Kolkata Municipal Corporation for issuance of the Completion Certificate for the entire Project and (iv) serve written notice of such completion of construction

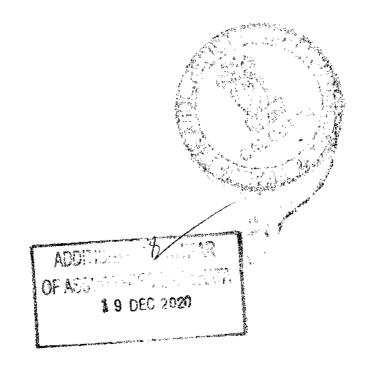


of the Project with copies of all documents submitted to the Kolkata Municipal Corporation for issuance of the Completion Certificate upon the Owners in the manner stated herein, within a period of 36 months from the date of commencement of construction and 6 months of grace period mentioned in the relevant clause hereinabove, the Owners shall be entitled for interest at 12% (twelve percent) per annum on the amount pertaining to the Owners' share of Gross Sale Proceeds out of the unbilled amounts from the transferees of self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/ car parking spaces, already agreed to be sold by that time in the project by the Developer.

ARTICLE - XX

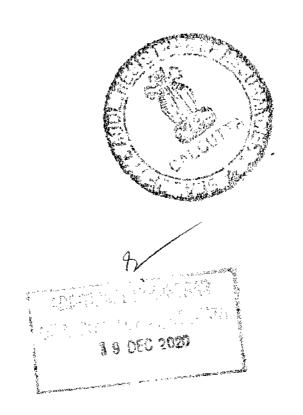
20. GENERALLY

- 20.1 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement or any rights or benefits hereunder in favour of any third party (excluding its own group or sister companies or firms, associates or affiliates), without the prior written consent of the Owners. Any transfer of shares or the doing or not doing of any other act deed or thing which results in the management and control of party being changed (excluding its own group or sister companies or firms, associates or affiliates) shall be deemed to be an assignment without consent.
- 20.2 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.
- 20.3 Each Party shall indemnify, keep indemnified, defend and hold harmless the other Party and its directors, partners, officers, employees, assigns and



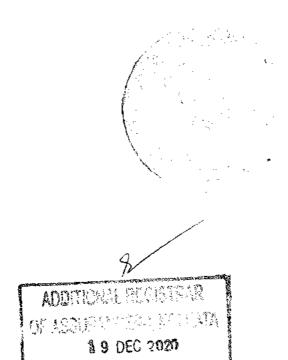
agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty contained in this Agreement; (ii) any breach of or non-compliance with any covenant or any other term of this Agreement; and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect of Said Premises.

- 20.4 The Owners agree to indemnify, keep indemnified, defend and hold harmless the Developer and its directors, partners, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any claim of right, title, ownership and interest in, to or upon the Said Premises or any obstruction hindrance or impediment to development of the Said Premises by the Owners or any of them or any third party.
- 20.5 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 20.6 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.
- 20.7 The Developer shall indemnify and always keep the Owners, its employees, assigns and agents indemnified and harmless against:
 - all claims, damages, compensation or expenses payable in consequence
 of any injury or accident or death sustained by any workmen or other
 persons during construction and/or upto the completion of the Project
 in all respect upto handing over possession of Units to the intending
 purchasers and the Owners shall at the cost of the Developer defend any
 action filed in respect of such injury brought under the Employees
 Compensation Act or other provisions of law.



- 2. any lien or charges claimed or enforced against any material supplied in construction of the Complex any supplier of such materials.
- 3. all acts, commissions, omissions, negligence and deviation in respect of the sanctioned Plans with such modification as be approved by the concerned authority in regard to meeting its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.
- 4. all borrowings made for the Project and mortgages and charges created over the Said Premises.
- 20.8 The documents for transfer including Agreements for Sale and Deeds of Conveyance of the Units in the Project shall be prepared by Fox &Mandal, Solicitors & Advocates, 12 Old Post Office Street, Kolkata 700 001 ("Project Advocates"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the new buildings.
- 20.9 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.
- 20.10 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.
- 20.11 All cost of stamp duty and registration fees and charges to the concerned authorities, if any, required to be paid for registration of this Agreement and all incidental or miscellaneous and other charges and/or expenses to be incurred in respect thereof shall be paid by the Developer.
- 20.12 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owners and Developer.

ARTICLE - XXI



21. DISPUTE RESOLUTION AND FORUM

- 21.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to the sole arbitration by an arbitral tribunal to be appointed by the parties; the Owners shall be entitled to jointly appoint one Arbitrator and the Developer shall be entitled to appoint another Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator to constitute the arbitral tribunal. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.
- 21.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 21.3 Courts at Kolkata alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

ARTICLE XXII

22. TERMINATION

This Agreement cannot be terminated. Either parties can sue for specific performance only.

ARTICLE XXII

23. NOTICES

- 23.1 Any notice or other communication required to be given must be in writing and delivered personally or by e-mail or sent by registered or certified mail, postage prepaid, as follows:
 - 1) If to the **Developer**: At the address of the registered office of the Developer, as mentioned above.



2) If to the **Owners**: At the address of the registered office of each of the Landowner Companies, as mentioned above.

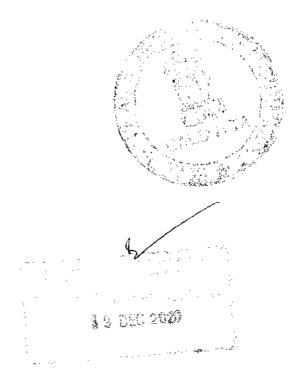
THE FIRST SCHEDULEABOVE REFERRED TO:

ALL THAT the several messuages, tenements and dwelling houses together with piece and parcel of land containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less whereon or a part whereupon the same are built all situate lying at and being premises No. 69/1, Prince Baktiar Shah Road, Police Station - Charu Market, Post Office - Tollygunge, KMC Ward No.89, Kolkata - 700 033.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Each of the Landowner Companies, as mentioned above has undivided share or interest in the Said Premises as more fully mentioned and described hereunder:

Sl. No.	Name	Share
1.	ANANT VINCOM PRIVATE LIMITED	1/10 (10%)
2.	AVIKAR COMMODITIES PRIVATE LIMITED	1/10 (10%)
3.	SHELTER PROPERTIES PRIVATE LIMITED	1/10 (10%)
4,	ANUGRAH CONSULTANTS PRIVATE LIMITED	1/10 (10%)
5.	AKSHAR DEALERSPRIVATE LIMITED	1/10 (10%)
6.	DAZZLING REALTYPRIVATE LIMITED	1/10 (10%)
7.	GANGOUR VINCOMPRIVATE LIMITED	1/10 (10%)
8.	NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED	1/10 (10%)
9.	SNOWSHINE DEVELOPERSPRIVATE LIMITED	1/10 (10%)



10.	STARTREE	APARTMENTS	PRIVATE	1/10 (10%)
}	LIMITED			

THE THIRD SCHEDULE ABOVE REFERRED TO:

				i
SI.	Landowner company	Security	Cheque	Date
No.	;	Deposit (Rs.)	No./	
			UTR	
1.	ANANT VINCOM PRIVATE	18,00,000	909744	18.02.2017
	LIMITED	10,00,000	, , , , ,	10.02.2017
		1000000	000-15	10.00.001=
2.	AVIKAR COMMODITIES	18,00,000	909746	18.02.2017
	PRIVATE LIMITED			
3.	SHELTER PROPERTIES	18,00,000	909753	18.02.2017
	PRIVATE LIMITED			
4.	ANUGRAH CONSULTANTS	18,00,000	909759	01.03.2017
	PRIVATE LIMITED			
5.	AKSHAR	18,00,000	909747	18.02.2017
	DEALERSPRIVATE			
	LIMITED			
6.	DAZZLING	18,00,000	909745	18.02.2017
	REALTYPRIVATE LIMITED			
7.	GANGOUR	18,00,000	909748	18.02.2017
	VINCOMPRIVATE LIMITED			
8.	NAVASHAKTI REALTY	18,00,000	909750	18.02.2017
	DEVELOPERS PRIVATE			
	LIMITED	•		
9.	SNOWSHINE	18,00,000	909760	18.02.2017
	DEVELOPERSPRIVATE			
	LIMITED			
10.	STARTREE APARTMENTS	18,00,000	909750	18.02.2017
	PRIVATE LIMITED			
	<u> </u>			



	1,80,00,000/-	
TOTAL		:

THE FOURTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS:

- 1. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s;
- 2. The roof terraces, parks, play areas, etc.;
- 3. Installations of central services such as electricity, water and sanitation, air-conditioning, and water conservation;
- 4. The sumps, motors, fans, ducts and all apparatus connected with installations for common use:
- 5. All common facilities as provided in the said project at the said premises No. 69/1, Prince Baktiar Shah Road, P.S. Charu Market, P. O. Tollygunge, KMC Ward No.89, Kolkata 700 033
- 6. All facilities and amenities as may be provided by the in the Recreation Centre including the gymnasium, banquet hall, card room, indoor games, etc.;
- 7. Underground water reservoirs;
- 8. Landscaped areas;

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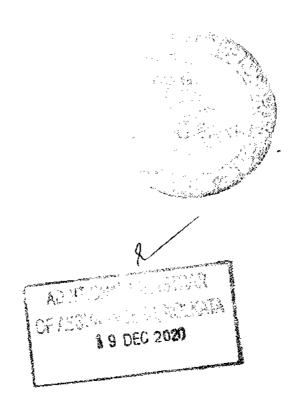
- 9. Transformers and CESC Utility Areas;
- 10. Firefighting system if any;
- 11. Facility Managers' Office, Association Room, Store Rooms, common toilets all on the Ground Floor;
- 12. Driveways and pathways (except areas earmarked by the Developer as car parking spaces).



ADDITIONAL DESCRIPTION OF ASSERTING ASSERTING

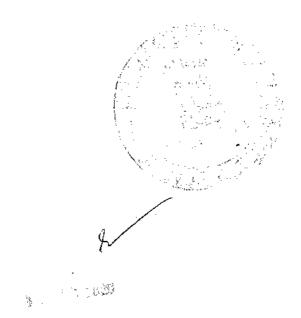
THE FIFTH SCHEDULE ABOVE REFERRED TO: COMMON EXPENSES:

- i. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the Premises and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worm or damaged parts thereof.
- ii. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Premises and the external surface of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the Premises as usually are or ought to be.
- iii. Keeping the gardens and grounds of the Premises generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- iv. Keeping the private road in good repair and clean and tidy and cleaning the private road as necessary.
- v. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
- vi. Paying such workers as may be necessary in connection with the upkeep of the complex.
- vii. Insuring any risks.
- viii. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the Premises as may be necessary and keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
- ix. Cleaning as necessary of the areas forming parts of the complex.
- x. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
- xi. Providing and arranging for the emptying the receptacles for rubbish.
- xii. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether Central State or Local) assessed charged or imposed upon or



payable in respect of the buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.

- xiii. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- xiv. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of the occupants of the flats/units.
- xv. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- xvi. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
- xvii. Employing the necessary managerial personnel on the terms as shall be decided by the Developer and administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
- xviii. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
- xix. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association of the Owners of the flats/units and shall only be applied in accordance with the decision of the Association.
- xx. The charges/fees of any professional company/agency appointed to carry out maintenance and supervision of the complex.
- xxi. Any other expenses for common purpose.



THE SIXTH SCHEDULE ABOVE REFERRED TO:

Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat

1. Super Structure:

RCC Frames Structure with Shallow foundation

2. Wall Finish:

- i. Plaster of Paris (POP) / Putty finish on plaster surface
- ii. Exterior-Weather Proof Paint

3. Flooring:

Vitrified tiles in the bed rooms, living/dining room

4. Kitchen:

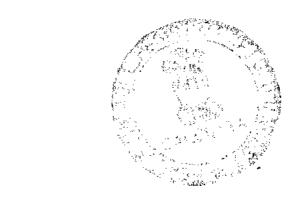
- i. Granite Platform with honed edges
- ii. Stainless Steel Sink
- iii. Dado of Ceramic tiles upto 2ft above the kitchen counter
- iv. Exhaust Point
- v. Flooring-Vitrified tiles Tiles

5. Toilet:

- i. Flooring- Anti Skid Vitrified tiles Tiles
- ii. Toilet Walls- Standard Vitrified tiles on the walls up to Lintel Lev. (if applicable)
- iii. Sanitary ware of Kohler/Duravit / Grohe or equivalent make
- iv. CP fittings of Kohler/Duravit/Grohe or equivalent make
- v. Electrical point for Geyser & Exhaust Fan
- vi. Plumbing provision for Hot/Cold Water line

6. Doors & Windows:

- i. Door Frame-made of Solid wood / engineered wood frame
- ii. Main Door- Both side Commercial ply Door with pinewood core with surface preparation with primer inner side and outer side is veneer with polish.
- iii. Main Door Fittings: S.S Handle (Dm Type Handle), Mortice tri-bolt lock(night latch for economy option), Magic Eye, DOOR Buffer, S.S Hinges
- iv. Internal Doors: Both sides Commercial ply Door with pinewood core with surface preparation and primer.
- v. Windows: Fully glazed aluminum.



7. Electricals:

- i. Concealed Copper wiring of reputed brands
- ii. Telephone wiring in Living or Dining Area
- iii. Electricals Points in all bedrooms, Living/Dining, Kitchen , Toilets
- iv. AC points in Living/Dining and all the Bedrooms
- v. Modular switches of reputed brands
- vi. Lifts of reputed brands.

8. Generator:

- i. Provision for standby supply in every Unit
- ii. Power Back-up for common area facilities and flats

9. Common Lighting:

- i. Overhead Illumination for compound and street lighting
- ii. Necessary Illumination in all lobbies, staircases & common areas

10. Common Areas:

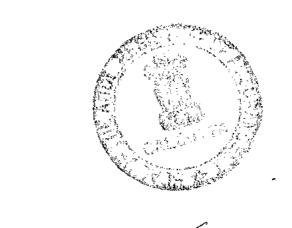
- i. Well-developed common lobbies
- ii. Intercom facility in each apartment

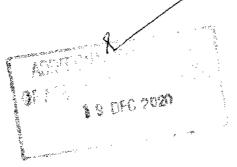
11. Security Features

Providing 24x7 Security Surveillance.

12. Cable Connection:

- i. Wiring for DTH cable provider to be fixed by Developer.
- ii. Connection to be taken individually by flat owners(at own cost)





IN WITNESSETH WHEREOF the parties hereto have signed and delivered these presents the day, month and year first above written.

SIGNED AND DELIVERED on behalf of the **OWNERS** by their authorised signatory on their behalf by resolution of its Boards of Directors at Kolkata:

1. Annoth Nath chondhung 2. Sougara Day

SIGNED AND DELIVERED on behalf of the **DEVELOPER** by one of its Partners on behalf by all Partners of the Developer at Kolkata

1. Awnoth wath choudhary
So Baij Nath cloudhary
Adarsh Nagal
Bern Balang
Hooghly, W.B. 712246

2. SOUMATA DEY
3/0-GOPAL CHANDRA DEY
DEAMOND HERETAME
UNIT MO IVII
16, STRAND ROAD
KOLKATA - FOOTO!

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ANANT VINCOM PVT. LTD.
DAZZLING REALTY PVT. LTD.
GANGOUR VINCOM PVT. LTD.
SHOWSHINE DEVELOPERS PVT. LTD.
SHARC KEE APARTMENTS PVT. LTD.
NAVASHAKTI REALTY DEVELOPERS PVT. LTD.
AVIKAT COMMODITIES PVT. LTD.
SHELTER PROPERTIES PVT. LTD.
ANUGRAH CONSULTANTS PVT. LTD.
AKSHAR DEALERS PVT. LTD.

Director/Authorised Signatory

Rariner/Authorised Signatory



CF 1 9 DEC 2020



GUVI. DI VVESI DELIGAL Directorate of Registration & Stamp Revenue

e-Challan

GRN:

19-202021-016647056-1

Payment Mode

Online Payment

GRN Date: 14/12/2020 11:32:24

Bank:

HDFC Bank

BRN:

1317557090

BRN Date: 14/12/2020 11:33:50

DEPOSITOR'S DETAILS

Id No.:

2001665504/1/2020

[Query No./Query Year]

Name:

Levelz Apartment LLP

Contact No.:

03340044409

Mobile No.:

+91 9831462846

E-mail:

nbhartia@gmail.com

Address:

16 Strand Road Kolkata 70000114th Floor

Applicant Name:

Mr Avijit Mondal

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

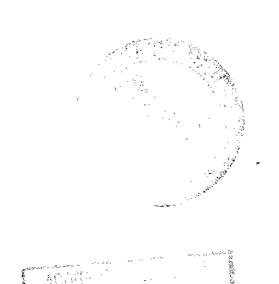
SI. No.	Identification No.	Head of A/C Description	Head of A/C Amou	int() ₹1
1	2001665504/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	75001
2 .	2001665504/1/2020	Property Registration-Registration Fees	0030-03-104-001-16	180007

Total

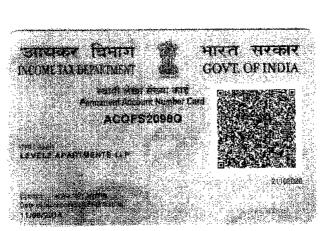
255008

In Words:

Rupees Two Lakh Fifty Five Thousand Eight only



19 010 2020

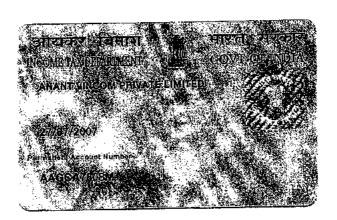


For Levelz Apartments LLP.

RurineriAuthorised Signatory

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KAVIN KUNAN BHARTIA
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Signatura

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OF THE TRY TENTS PVT. LTD.

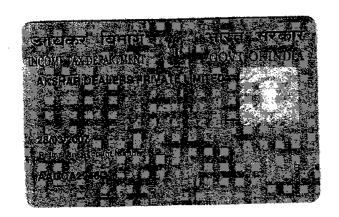
FINENTS PVT. LTD. Aby Thurst Signatory

Director/Authorised Signatory



ANANT VINCOM PVT. LTD.
DAZZLING REALTY PVT. LTD.
GANGOUR VINCOM PVT. LTD.
SHOWSHINE DEVELOPERS PVT. LTD.
STARTREE APARTMENTS PVT. LTD.
LAVISHAKTI REALTY DEVELOPERS PVT. LTD.
AVIKATI CONTRACTORS PVT. LTD.
SHELTER PT CRACTORS PVT. LTD.
ANUGRAH CONSILLIANTS PVT. LTD.
AKSHAR DEALERS FVT. LTD.

Abhyit Bitway
Director/Authorised Signature



AMANT VINCOM PVT. LTD.

DAZZLING REALTY PVT. LTD.

GANGOUR VINCOM PVT. LTD.

SHOWCHINE DEVELOPERS PVT. LTD.

STATURCE AFANTMENTS PVT. LTD.

NAVASHAKH TEMETY DEVELOPERS PVT. LTD.

AVIKAT COMMODITIES PVT. LTD.

SHELTER PROPROTIES PVT. LTD.

ANUGRAN CONSULTANTS PVT. LTD.

AKSHAR DEALERS PVT. LTD.

Abhiji Farkusal
Director/Authorised Signatory

डगयकर विभाग

भारत सरकार GOVE OF INDIA

INCOMETAX DEPARTMENT

DAZZLING REALTY PRIVATE LIMITED

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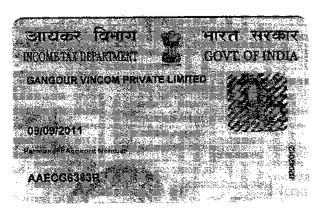
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Abhipi Birasel

Director/Authorised Signator



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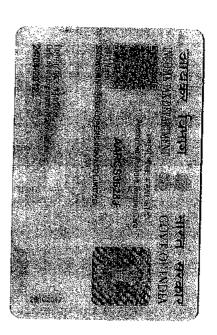
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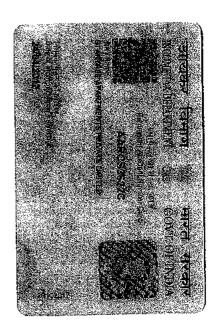
Systematical Sections

AADEN9666R

Abbyil Bitwal



Abhijit Biswal



AMANT VEICOM PVT. LTD.

DAZZLING REALTY PVT. LTD.

GANGOUR VINCOM PVT. LTD.

SHOWERING DEVELOPERS PVT. LTD.

SHARBLE FRAMMANTS PVT. LTD.

MAVAHAKTI KEALTY DEVELOPERS PVT. LTD.

AVIKAT COMMICTATIES PVT. LTD.

SHELTER PROPARTIES PVT. LTD.

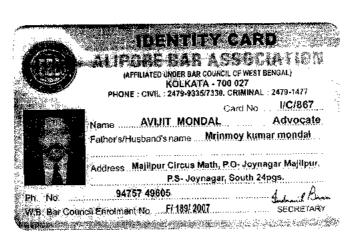
ANUGRAH CONSULTANTS PVT. LTD.

AKSHAR DEALERS PVT. LTD.

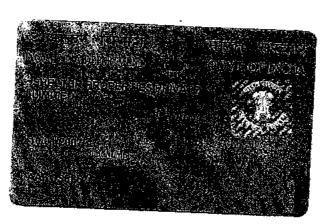
Abily Tauxol
Director/Authorised Signator



Abhijit Birwal



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ANANT VINCOM PVILLID SAZZLING REALTY PVT. LIO. GANGOUR VINCOM PVT, LTD. EXOC SHIPE DEVELOPERS BYT. LTD. STATE STEE PARTMENTS PATELTO.

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Director Authorized States

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ভারত সরকর Unique Identification Authority of India Governa Files (India)

रानिकाश्चीत परि कि / Enrollment No.:: 1213/30105/00044

Abhijit Blawal

alferix factor

SAO: Sarat Blawal

23/2

M.L.B. FIOAD

NEAR MYLOVE CLUB

Bally (m)

Bally, Haora Howrah,
West Bengal - 711201

9903315084

To



KA397813286FH

39701328



আপ্ৰার আধার সংখ্যা / Your Aadhaar No. :

8126 5338 0414

আমার আধার, আমার পরিচয়



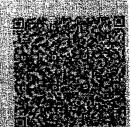
সভিতিং বিজ্ঞান Abhijit Biswai

ਸਿਲਾਂ: •ਗਾਂ ਜਿਹਤਾਸ Father : Sarat Blawat

2003 DN / DOB 04/02/1982

nam / Male

8126 5338 0414



আনার আধার, আনার পরিচয়

Mary Portral



CONCUMENTALIANIA



निवन कुमार भारतिया Navin Kumar Bhartia जन्म तिथि/ DOB: 02/06/1969 पुरुष / MALE



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मेरा आधार, मेरी पहचान

) Brown



भारतीय विशिष्ट पहचान प्राधिकरण **एमप्टब्ह्ह्मक्रमाम्बद्धमालम् अम्मप्टब्ह्**

क्ला:

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Address

S/O. Satya Naram Bharma, Ptal No LLW, Rapingandha, 259. Rajnigandha, Behind Habiirans Baliyyange, todhygunge, Kolkata, West Bengal | 700019

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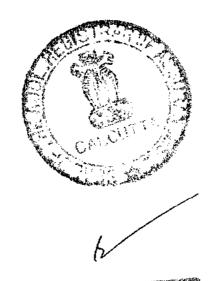
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Specimen Form For Ten Fingerprints LITTLE RING Middle FORE THUMB FINGER FINGER FINGER FINGER LEFT HAND FORE FINGER THUMB MIDDLE RING LITTLE FINGER FINGER FINGER RIGHT HAND SIGNATURE: Abhyil Taiswal LITTLE RING MIDDLE **FORE** Тнимв FINGER FINGER **FINGER** FINEER LEFT HAND THUMB FORE FINGER MIDDLE RING LITTLE **FINGER** FINGER FINGER RIGHT HAND ME good promorphisms SIGNATURE: RING LITTLE MIDDLE FORE THUMB **FINGER FINGER** FINGER FINGER LEFT HAND **PHOTO** FORE FINGER -Middle **THUMB** RING LITTLE FINGER FINGER **FINGER** RIGHT HAND

SIGNATURE:

1 - 75



OF ASSISTANCES I NO ATA

Major Information of the Deed

Deed No :	I-1901-05096/2020	Date of Registration	19/12/2020		
Query No / Year 1901-2001665504/2020		Office where deed is registered			
Query Date	11/12/2020 1:21:46 PM	1901-2001665504/2020			
Applicant Name, Address & Other Details	Avijit Mondal Alipore Judges Court, Thana: Alipore, -700027, Mobile No.: 9475749605, S		nas, WEST BENGAL, PIN		
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Propert 1,80,00,000/-]	ment : 2], [4311] Other		
Set Forth value		Market Value			
Rs. 1/-		Rs. 15,83,69,785/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,101/- (Article:48(g))	,	Rs. 1,80,105/- (Article:E	, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from area)	n the applicant for issuing	the assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S:- Charu Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pr Baktier Shah Road, , Premises No: 69/1, , Ward No: 089 Pin Code : 700033

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		67 Katha 11 Chatak 30 Sq Ft	1/-	15,83,69,785/-	Property is on Road
	Grand	Total:			111.7531Dec	1 /-	1583,69,785 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	ANANT VINCOM PRIVATE LIMITED 4, Fairlie Place, Room No.102, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAxxxxxx8M,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative
2	AVIKAR COMMODITIES PRIVATE LIMITED 52, Jadavpur Central Road, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032, PAN No.:: AAxxxxxx5P,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative
3	SHELTER PROPERTIES PRIVATE LIMITED 4, Fairlie Place, Room No.102, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

ANUGRAH CONSULTANTS PRIVATE LIMITED 4, Fairlie Place, Room No.102, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN -700001, PAN No.:: AAxxxxxx6K, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative AKSHAR DEALERS PRIVATE LIMITED 52, Jadavpur Central Road, P.O.- Jadavpur, P.S.- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 , PAN No.:: AAxxxxxx6Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative DAZZLING REALTY PRIVATE LIMITED 52, Jadavpur Central Road, P.O.- Jadavpur, P.S.- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN 700032, PAN No.:: AAxxxxxxx0J, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative GANGOUR VINCOM PRIVATE LIMITED 52, Jadavpur Central Road, P.O.- Jadavpur, P.S.- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN 700032 , PAN No.:: AAxxxxxx3R, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED 8 12, Government Place East, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN -700069, PAN No.:: AAxxxxxx6R, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative SNOWSHINE DEVELOPERS PRIVATE LIMITED DIAMOND HERITAGE, 14th Floor, 16, Strand Road, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAxxxxxx8J, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative STARTREE APARTMENTS PRIVATE LIMITED 10 Diamond Heritage, 14th Floor, 16, Starnd Road, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAxxxxxx2C, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
'	LEVELZ APARTMENTS LLP Unit No.1411, 14th Floor, Diamond Heritage, 16, St. P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: ACxxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

SI No	Name,Address,Photo,Finger	print and Signatur	•	
1	Name	Photo	Finger Print	Signature
	Mr Abhijit Biswal (Presentant) Son of Mr Sarat Biswal Date of Execution - 19/12/2020, , Admitted by; Self, Date of Admission: 19/12/2020, Place of Admission of Execution: Office			Abligit-Birmal
		Dec 19 2020 12:09PM	LTI 19/12/2020	19/12/2020

52, Jadavpur Central Road, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: BOxxxxxx3Q, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: ANANT VINCOM PRIVATE LIMITED (as Authorised Signatory), AVIKAR COMMODITIES PRIVATE LIMITED (as Authorised Signatory), SHELTER PROPERTIES PRIVATE LIMITED (as Authorised Signatory), ANUGRAH CONSULTANTS PRIVATE LIMITED (as Authorised Signatory), AKSHAR DEALERS PRIVATE LIMITED (as Authorised Signatory), DAZZLING REALTY PRIVATE LIMITED (as Authorised Signatory), GANGOUR VINCOM PRIVATE LIMITED (as Authorised Signatory), NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED (as Authorised Signatory), SNOWSHINE DEVELOPERS PRIVATE LIMITED (as Authorised Signatory)

2	Name	Photo	Finger Print	Signature
	Mr NAVIN KUMAR BHARTIA Son of Late Satyanarayan Bhartia Date of Execution - 19/12/2020, , Admitted by: Self, Date of Admission: 19/12/2020, Place of Admission of Execution: Office			JB4984°
		Dec 19 2020 12:10PM	LTI 19/12/2020	19/12/2020

25B, Ballygunge Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2D, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: LEVELZ APARTMENTS LLP (as designated partner)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Avijit Mondal Son of Mr. Mrinmoy Mondal Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			Ani lan
	19/12/2020	19/12/2020	19/12/2020

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	ANANT VINCOM PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
2	AVIKAR COMMODITIES PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
3	SHELTER PROPERTIES PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
4	ANUGRAH CONSULTANTS PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
5	AKSHAR DEALERS PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
ઈ	DAZZLING REALTY PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
7	GANGOUR VINCOM PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
8	NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
9	SNOWSHINE DEVELOPERS PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec
10	STARTREE APARTMENTS PRIVATE LIMITED	LEVELZ APARTMENTS LLP-11.1753 Dec

-

Endorsement For Deed Number: 1 - 190105096 / 2020

On 19-12-2020

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 11:40 hrs on 19-12-2020, at the Office of the A.R.A. - I KOLKATA by Mr. Abhijit Biswal ,. 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 15,83,69,785/-

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

Execution is admitted on 19-12-2020 by Mr Abhijit Biswal, Authorised Signatory, ANANT VINCOM PRIVATE LIMITED. 4, Fairlie Place, Room No.102, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN -700001; Authorised Signatory, AVIKAR COMMODITIES PRIVATE LIMITED, 52, Jadavpur Central Road, P.O:-Jadavpur, P.S.- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032; Authorised Signatory, SHELTER PROPERTIES PRIVATE LIMITED, 4, Fairlie Place, Room No. 102, P.O.; GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001; Authorised Signatory, ANUGRAH CONSULTANTS PRIVATE LIMITED, 4, Fairlie Place, Room No. 102, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001; Authorised Signatory, AKSHAR DEALERS PRIVATE LIMITED, 52, Jadavpur Central Road, P.O.-Jadavpur, P.S.- Jadavpur, District: South 24-Parganas, West Bengal, India, PIN - 700032; Authorised Signatory, DAZZLING REALTY PRIVATE LIMITED, 52, Jadavpur Central Road, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032; Authorised Signatory, GANGOUR VINCOM PRIVATE LIMITED, 52, Jadavpur Central Road, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN -700032; Authorised Signatory, NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED, 12, Government Place East, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069; Authorised Signatory, SNOWSHINE DEVELOPERS PRIVATE LIMITED, DIAMOND HERITAGE, 14th Floor, 16, Strand Road, P.O.- GPO. P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001; Authorised Signatory, STARTREE APARTMENTS PRIVATE LIMITED, Diamond Heritage, 14th Floor, 16, Starnd Road, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

'indetified by Mr Avijit Mondal, , , Son of Mr Mrinmoy Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 19-12-2020 by Mr NAVIN KUMAR BHARTIA, designated partner, LEVELZ APARTMENTS LLP, Unit No.1411, 14th Floor, Diamond Heritage, 16, St, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Avijit Mondal, , , Son of Mr Mrinmoy Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,80,105/- (B = Rs 1,80,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 98/-, by online = Rs 1,80,007/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2020 11:33AM with Govt. Ref. No: 192020210166470561 on 14-12-2020, Amount Rs: 1,80,007/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1317557090 on 14-12-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 789, Amount: Rs.100/-, Date of Purchase: 18/09/2020, Vendor name: Sudip Kumar Bhattacharjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2020 11:33AM with Govt. Ref. No: 192020210166470561 on 14-12-2020, Amount Rs: 75,001/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1317557090 on 14-12-2020, Head of Account 0030-02-103-003-02

Dala.

Debasis Patra

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2020, Page from 252721 to 252793
being No 190105096 for the year 2020.



Digitally signed by DEBASIS PATRA Date: 2020.12.29 13:55:12 +05:30 Reason: Digital Signing of Deed.

Laly

(Debasis Patra) 2020/12/29 01:55:12 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)